



Registration of a Charge

Company Name: **RG ENGAGEMENT GROUP 3 LIMITED**

Company Number: **09704758**



Received for filing in Electronic Format on the: **19/10/2021**

XAFGM075

Details of Charge

Date of creation: **15/10/2021**

Charge code: **0970 4758 0001**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (THE "SECURITY AGENT")**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAGMAAN BAKSHI, PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9704758

Charge code: 0970 4758 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2021 and created by RG ENGAGEMENT GROUP 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2021 .

Given at Companies House, Cardiff on 20th October 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 15 October 2021

BETWEEN:

- (1) **THE ENTITIES LISTED IN APPENDIX 1 HERETO** (together, the "New Chargors" and each a "New Chargor"); and
- (2) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 3 August 2021 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the "Debenture").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.6 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the "Debenture" and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all such New Chargor's right, title and interest from time to time in and to the following assets owned by it or in which it has an interest, in each case, both present and future:
 - (i) by way of first fixed charge, all the Shares and all corresponding Related Rights;
 - (ii) by way of first fixed charge, the Intellectual Property;
 - (iii) by way of first fixed charge, all Other Debts and all Related Rights; and

- (iv) by way of first fixed charge, all monies standing to the credit of the Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts.

2.4 Floating charge

- (a) As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.

3. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

4. FAILURE TO EXECUTE

Failure by one or more parties ("Non-Signatories") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

5. NOTICES

Each New Chargor confirms that its address details for notices in relation to clause 26 (*Notices*) of the Intercreditor Agreement are as set out opposite its name in Appendix 1 hereto.

6. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

Appendix 1
The New Chargers

Name	Jurisdiction of Incorporation	Registration number	Administrative details
Xexec Limited	England & Wales	04009440	Address: 88 Crawford Street, London, W1H 2EJ Email: jacqueline.benjamin@xexec.com Attention: Jacqueline Benjamin
Reward Gateway (UK) Ltd	England & Wales	05696250	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
Asperity Employee Benefits Group Ltd	England & Wales	07402459	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
International Benefits Holdings Limited	England & Wales	07430816	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
RG Engagement Group 5 Limited	England & Wales	09704859	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
RG Engagement Group 4 Limited	England & Wales	09704802	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
RG Engagement Group 3 Limited	England & Wales	09704758	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
RG Engagement Group 2 Limited	England & Wales	09704679	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii
RG Engagement Group Limited	England & Wales	09704342	Address: 265 Tottenham Court Road, London, England, W1T 7RG Email: elli.morii@rewardgateway.com Attention: Elli Morii

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED AS A DEED

By: XEXEC LIMITED



Signature of Director

JACQUELINE BENJAMIN

Name of Director

in the presence of



Signature of witness

M A SACOBY

Name of witness



Address of witness

CFD

Occupation of witness

EXECUTED AS A DEED

By: REWARD GATEWAY (UK) LTD

[Redacted Signature]

Signature of Director

Ellie Morris

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

TERESA LAU

Name of witness

[Redacted Address]

Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: ASPERITY EMPLOYEE BENEFITS GROUP LTD




Signature of Director

Ellie Merril

Name of Director


in the presence of



Signature of witness

TERESA LAO

Name of witness




Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: INTERNATIONAL BENEFITS HOLDINGS LIMITED



Signature of Director

ELLI MORIC

Name of Director

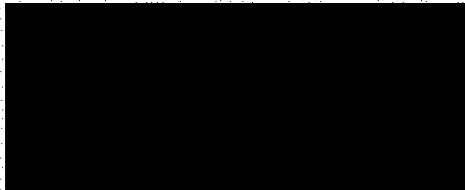
in the presence of



Signature of witness

TERESA LAU

Name of witness



Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: RG ENGAGEMENT GROUP 5 LIMITED



Signature of Director

Ellie Morris

Name of Director

in the presence of



Signature of witness

TERESA LAU

Name of witness



Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: RG ENGAGEMENT GROUP 4 LIMITED



Signature of Director

Ellie Morris

Name of Director

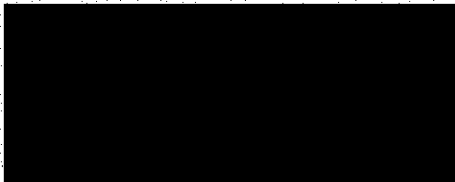
in the presence of



Signature of witness

TERESA LAU

Name of witness



Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: RG ENGAGEMENT GROUP 3 LIMITED

[Redacted Signature]

Signature of Director

Ell. Mori

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

TERESA LAU

Name of witness

[Redacted Address]

Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: RG ENGAGEMENT GROUP 2 LIMITED



Signature of Director

Elli Meric

Name of Director

in the presence of



Signature of witness

TERESA LAU

Name of witness



Address of witness

ACCOUNTANT

Occupation of witness

EXECUTED AS A DEED

By: RG ENGAGEMENT GROUP LIMITED

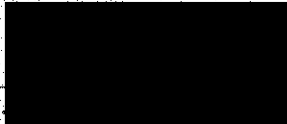


Signature of Director

Ellie Mui

Name of Director

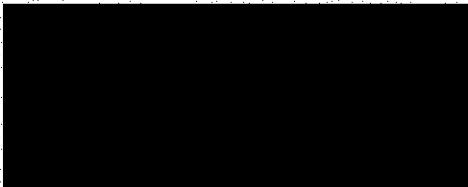
in the presence of



Signature of witness

TERESA LAU

Name of witness



Address of witness

ACCOUNTANT

Occupation of witness

THE SECURITY AGENT

EXECUTED by
LUCID TRUSTEE SERVICES LIMITED acting by:

as Authorised Signatory: _____

Kate Russell
Authorised Signatory

Notice Details

Address 6th Floor, No. 1 Building 1-5
London Wall Buildings, London,
EC2M 5PG

Fax +44 844 507 0035

Attention John Traynor / Kate Russell

Email jtraynor@lucid-ats.com /
krussell@lucid-ats.com

SCHEDULE 1

SHARES

Name of Chargor which holds the shares	Name of company issuing shares	Number and class of shares
RG Engagement Group Limited	RG Engagement Group 2 Limited	1,110 ordinary shares of £0.001 each
RG Engagement Group 2 Limited	RG Engagement Group 3 Limited	1,110 ordinary shares of £0.001 each
		1 A ordinary share of £1
RG Engagement Group 3 Limited	RG Engagement Group 4 Limited	110 ordinary shares of £0.001 each
		1 A ordinary share of £1
RG Engagement Group 4 Limited	RG Engagement Group 5 Limited	110 ordinary shares of £0.001 each
		1 A ordinary share of £1
RG Engagement Group 5 Limited	International Benefits Holdings Limited	70,000 ordinary shares of £0.05 each
		120,000 A ordinary shares of £0.05 each
		47,092 B ordinary shares of £0.001 each
		224,100 preference shares of £1 each
		9 Z ordinary shares of £1,000 each
International Benefits Holdings Limited	Asperity Employee Benefits Group Ltd	118,251 ordinary shares of £1 each
Asperity Employee Benefits Group Ltd	Reward Gateway (UK) Ltd	120,553 ordinary shares of £0.01 each
Xexco Limited	StaffTreats Limited	1 ordinary share of £100

SCHEDULE 2

BANK ACCOUNTS

[illegible]

Xexc Limited

Natwest Commercial
Banking

Xexc Limited

Natwest Commercial
Banking

Xexc Limited

Natwest Commercial
Banking

Xexc Limited

Natwest Commercial
Banking

Xexc Limited

Natwest Commercial
Banking

Xexc Limited

Natwest Commercial
Banking



SCHEDULE 3

MATERIAL INTELLECTUAL PROPERTY

Part 1





Patent and Patent Applications

Name of Chargor	Territory	Description	Patent No. / Application No.	Date of Registration/ Application
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None as at the date of this deed.

Part 2

Trade Marks and Trade Mark Applications

Name of Chargor	Territory	Trade Marks	Class No.	Registration No./ Application No.	Date of Registration/ Application
Reward Gateway (UK) Ltd	United Kingdom		9, 16, 35, 36, 38 and 42	3433108	7 February 2020
Reward Gateway (UK) Ltd	United Kingdom		9, 35, 36 and 42	3203663	17 March 2017
					
Reward Gateway (UK) Ltd	United Kingdom		9, 35, 36 and 42	801348467	10 November 2017

Part 3

Registered Designs and Applications for Registered Designs

Name of Chargor	Territory	Design	Patent No. / Application No.	Date of Registration/ Application
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None as at the date of this deed.

Part 4

Copyright Works and Unregistered Designs

Name of Chargor	Description	Date of Creation	Author
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None as at the date of this deed.

Part 5

Other Intellectual Property of the Chargors

None as at the date of this deed.

Part 6
Intellectual Property Licences

Name of Chargor	Description of Intellectual Property Licences	Licensor	Date of Licence	Duration of Licence
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None as at the date of this deed.