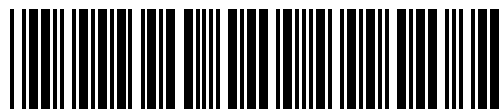




Registration of a Charge

Company Name: **STREAMWIRE GROUP LIMITED**

Company Number: **09939279**



XB64YBLF

Received for filing in Electronic Format on the: **14/06/2022**

Details of Charge

Date of creation: **10/06/2022**

Charge code: **0993 9279 0006**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS 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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9939279

Charge code: 0993 9279 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2022 and created by STREAMWIRE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th June 2022 .

Given at Companies House, Cardiff on 16th June 2022

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**

THIS ACCESSION DEED is made on

10 June

2022

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an “Acceding Company”);
- (2) ENSCO 1150 LIMITED a company incorporated in England and Wales with registered number 09796865 (the “Parent”);
- (3) GLAS TRUST CORPORATION LIMITED as Security Agent for the Secured Parties (as defined below) (the “Security Agent”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 10 June 2022 and made between (1) the Chargors named in it and (2) the Security Agent (the “Debenture”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in Clause 2 (Covenant to Pay) of the Debenture.

(c) Charge and assignment

EXECUTION

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of Schedule 2 (*Details of Security Assets*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of Schedule 2 (*Details of Security Assets*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 3 of Schedule 2 (*Details of Security Assets*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of Schedule 2 (*Details of Security Assets*));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in part 5 of Schedule 2 (*Details of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 6 of Schedule 2 (*Details of Security Assets*)), all claims under the Insurances and all proceeds of the Insurances.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in part 2 of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

- (iii) part 1 of Schedule 2 (Details of Security Assets owned by the Acceding Companies) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to Clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. **CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “this Deed” and similar expressions shall include references to this Accession Deed.

4. **THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

EXECUTION

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Streamwire Group Limited	09939279	Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom, SG12 0SS
EACS Limited	02913587	Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom, SG12 0SS
SNX Services Limited	09730681	Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom, SG12 0SS

EXECUTION

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies Part 1

Real Property

None at the date of this deed.

Part 2 Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Streamwire Group Limited	EACS Limited	Ordinary shares of £1.00 each	250,00	250,00
Streamwire Group Limited	SNX Services Limited	Ordinary shares of £1.00 each	40	40

Part 3 Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Streamwire Group Limited	████████	HSBC UK Bank Plc	████████ 69 Pall Mall, London, SW1Y, 5EY
EACS Limited	████████	HSBC UK Bank Plc	████████ 8 Canada Square, London E14 5HQ
EACS Limited	████████	HSBC UK Bank Plc	████████ 69 Pall Mall, London, SW1Y, 5EY
EACS Limited	████████	HSBC UK Bank Plc	████████ 69 Pall Mall, London, SW1Y, 5EY
SNX Services Limited	████████	Metro Bank plc	████████ 1 Southampton Row, London WC1B 5HA

Part 4

Intellectual Property

None at the date of this deed.

EXECUTION

Part 5
Material Contracts

None at the date of this deed.

Part 6
Insurances

Acceding Company	Insurer	Policy number
EACS Limited	Travelers	
EACS Limited	CFC Underwriting	
EACS Limited	Chubb	
EACS Limited	Aviva	
EACS Limited	Aviva	
EACS Limited	Travelers	
EACS Limited	CFC Underwriting	
EACS Limited	Aviva	

EXECUTION

Executed as a deed, but not delivered until the)
first date specified on page 1, by EACS)
LIMITED acting by:)

Director

Witness signature

Witness name:

HARRY ROWE

Witness address:

Address: Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom,
SG12 0SS

Attention: Alex Tupman

EXECUTION

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by **STREAMWIRE GROUP**)
LIMITED acting by:)

Director

Witness signature

Witness name:

HARRY ROWE

Witness address:

Address: Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom,
SG12 0SS

Attention: Alex Tupman

EXECUTION

Executed as a deed, but not delivered until the)
first date specified on page 1, by **SNX SERVICES**)
LIMITED acting by:)

Director

Witness signature

Witness name:

HARRY ROWE

Witness address:

Address: Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom,
SG12 0SS

Attention: Alex Tupman

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ENSCO 1150**)
LIMITED acting by:)

Director

Witness signature

Witness name:

HARRY ROWE

Witness address:

Address: Mode House Thundridge Business Park, Thundridge, Ware, Hertfordshire, United Kingdom,
SG12 0SS

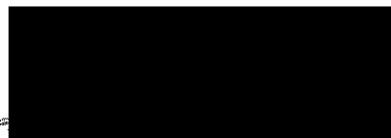
Attention: Alex Tupman

EXECUTION

THE SECURITY AGENT

Signed by for and on behalf of
GLAS TRUST CORPORATION LIMITED:

)
)
) Signature



Address: 55 Ludgate Hill, Level 1, West London, EC4M 7JW

Attention: Tatsumasa Shinoda, Transaction Management Group

EXECUTION