



Registration of a Charge

Company Name: **WE SODA INVESTMENTS HOLDING PLC**

Company Number: **13866530**



Received for filing in Electronic Format on the: **09/10/2023**

XCDR565V

Details of Charge

Date of creation: **06/10/2023**

Charge code: **1386 6530 0001**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED**

Brief description:

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: **CLIFFORD CHANCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13866530

Charge code: 1386 6530 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2023 and created by WE SODA INVESTMENTS HOLDING PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2023 .

Given at Companies House, Cardiff on 10th October 2023

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 6 October 2023

Between:

- (1) **WE SODA INVESTMENTS HOLDINGS PLC**, a company incorporated in England and Wales with registered number 13866530 (the “**New Chargor**”);
- (2) **KROLL TRUSTEE SERVICES LIMITED** as Security Agent for itself and the other Secured Parties (the “**Security Agent**”); and
- (3) **WE SODA LTD**, a company incorporated in England and Wales with registered number 10264457 (the “**Company**”).

This deed is supplemental to a Security Agreement dated 10 February 2022 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Security Agreement**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meanings when used in this deed.

1.2 Construction

- (a) Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.
- (b) All of the provisions contained in the Security Agreement in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Security Agreement shall extend and apply to the Security created by this deed.
- (c) This deed is a Finance Document.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this deed).

2.2 Covenant to pay

Subject to any limits on its liability specified in the Debt Documents, the New Chargor covenants and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Debt Documents.

2.3 Specific Security

Subject to Clause 2.6 (*Property restricting charging*) below, the New Chargor, as continuing security for the payment and discharge of the Secured Obligations:

- (a) charges in favour of the Security Agent with full title guarantee, the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise) both present and future, from time to time owned by it or in which it has an interest, right or title by way of first fixed charge;
- (b) charges in favour of the Security Agent with full title guarantee, all of its rights, title and interest from time to time in and to its Material Bank Accounts and all Related Rights, both present and future, from time to time owned by it or in which it has an interest, right or title by way of first fixed charge; and
- (c) charges (if not effectively assigned by Clause 2.5 (*Security assignment*)) in favour of the Security Agent with full title guarantee, all of its rights, title and interest from time to time in its Assigned Agreements and all Related Rights, both present and future, from time to time owned by it or in which it has an interest, right or title by way of first fixed charge.

2.4 Floating charge

- (a) Subject to Clause 2.6 (*Property restricting charges*) below, as further continuing security for the payment and discharge of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent by way of first ranking floating charge all its present and future assets, undertakings and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to paragraph (a) of this Clause 2.4.

2.5 Security assignment

Subject to paragraph 2.6 (*Property restricting charges*) below:

- (a) as further continuing security for the payment and discharge of the Secured Obligations, the New Chargor assigns by way of security absolutely (subject to the right to reassignment on redemption pursuant to Clause 16 (*Covenant to Release*) of the Security Agreement) with full title guarantee to the Security Agent all its present and future rights, title and interest in the Assigned Agreements to which it is a party and all Related Rights; and
- (b) until an Acceleration Event has occurred and is continuing, but subject to Clause 5.2 (*Assigned Agreements*) of the Security Agreement and the Debt Documents, the New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to receive the proceeds of any claim under the Assigned Agreements.

2.6 Property restricting charging

For the avoidance of doubt, all and any Excluded Assets owned by the New Chargor or in which the New Chargor has any interest shall be excluded from the charge created by Clause 2.3 (*Specific Security*) to Clause 4.2 (*Security assignment*) of this deed and from the operation of Clause 6 (*Further Assurance*) of the Security Agreement.

2.7 Negative pledge

The Company will not permit any Restricted Subsidiary (for the avoidance of doubt, including the New Chargor) to directly or indirectly, create, incur or suffer to exist any Security on or over the whole or any part of its undertaking or assets (present or future), other than as permitted or not prohibited by the Debt Documents or to the extent Required Creditor Consent has been obtained.

2.8 Consent of existing Chargors

The Company (for itself and on behalf of each existing Chargor) agrees and consents to the terms of this deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

2.9 Construction of Security Agreement

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to “this deed” or “this Security Agreement” will be deemed to include this deed, unless the context otherwise requires.

3. PROTECTION OF SECURITY

Subject to the terms of the Debt Documents each Lender is under an obligation to make further advances to the New Chargor and that obligation will be deemed to be incorporated in this deed as if set out in this deed.

4. FURTHER ASSURANCE

Subject to the Agreed Security Principles, the New Chargor shall promptly do whatever the Security Agent or any Receiver reasonably requires:

- (a) to perfect or protect all or any of the Security created or expressed to be created by or pursuant to this deed or the priority thereof; or
- (b) (following the occurrence of an Acceleration Event which is continuing) to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

5. EXERCISE OF POWERS

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) or otherwise at law, as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to the New Chargor at any time after an Acceleration Event has occurred and is continuing, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

6. DISAPPLICATION OF STATUTORY RESTRICTIONS

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after occurrence of an Acceleration Event which is continuing.

7. ELECTRONIC SIGNATURES

Each Party understands and agrees that its electronic signature manifests its consent to be bound by all terms and conditions set forth in this deed.

8. NOTICES

Any communication to be made under or in connection with this deed shall be made in accordance with Clause 28 (*Notices*) of the Intercreditor Agreement.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing Law

This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

9.2 Jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this deed (a “**Dispute**”)).

9.3 Convenient Forum

The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.4 Exclusive Jurisdiction

This Clause 9 (*Governing Law and Jurisdiction*) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 9.2 (*Jurisdiction*) and Clause 9.3 (*Convenient Forum*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In Witness whereof this deed has been duly executed and delivered on the date first above written.

Signatories to Deed of Accession

The New Chargor
Executed as a Deed by

WE SODA INVESTMENTS
HOLDING PLC acting by:

} [Redacted Signature]

as Director:

Ahmet Tohma

.....

Witnessed

} [Redacted Signature]

[Redacted Signature]

Witness Name: Melike Tekdog
Witness Occupation: Paralegal
Witness Address: [Redacted Address]

[Redacted Address]

The Company

WE SODA LTD



Name: Ahmet Tihma

Title: Director

**The Security Agent
Executed as a Deed by**

**KROLL TRUSTEE SERVICES
LIMITED** acting by:

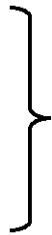


[Redacted signature area]

as Authorised Signatory:

Cairy Bailey

Witnessed



[Redacted witness signature area]

.....
Witness Name: Lelia Bailey
Witness Occupation: Accountant
Witness Address:

[Redacted witness address area]