



## Registration of a Charge

LLP name in full: **CARTER BACKER WINTER LLP**

LLP Number: **OC342571**



Received for filing in Electronic Format on the: **16/06/2023**

XC5RXS4H

### Details of Charge

Date of creation: **09/06/2023**

Charge code: **OC34 2571 0003**

Persons entitled: **TENZING PRIVATE EQUITY LLP AS SECURITY AGENT**

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: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number: OC342571

Charge code: OC34 2571 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2023 and created by CARTER BACKER WINTER LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 16th June 2023 .

Given at Companies House, Cardiff on 20th June 2023

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



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

**Accession Deed**

Dated this 16 June 2023

Signed *Osborne Clarke LLP*Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

This Accession Deed is made on 09 June 2023

**Between:**

- (1) **Team Gravita II Limited** (company number: 14768361) whose registered office is at 30 City Road, London, United Kingdom, EC1Y 2AB);
- (2) **Gravita 1 Limited** (company number: 14768375) whose registered office is at 30 City Road, London, United Kingdom, EC1Y 2AB);
- (3) **Davis Grant 1 LLP** (registration number: OC345210) whose registered office is at Treviot House, 186-192 High Road, Ilford, Essex, IG1 1LR);
- (4) **Carter Backer Winter LLP** (registration number: OC342571) whose registered office is at 66 Prescott Street, London, E1 8NN);
- (5) **Carter Backer Winter Trustees Limited** (company number: 02834505) whose registered office is at 66 Prescott Street, London, United Kingdom, E1 8NN);
- (6) **CBW Trustees Limited** (company number: 13309779) whose registered office is at 66 Prescott Street, London, United Kingdom, E1 8NN);
- (7) **Davis Grant 2 Limited** (company number: 14814046) whose registered office is at 30 City Road, London, United Kingdom, EC1Y 2AB),  
  
(each a "New Chargor"); and
- (8) **Tenzing Private Equity LLP** as trustee for itself and for each of the other Secured Parties (the "Security Agent"),

and is supplemental to a Debenture granted by Midco and Bidco in favour of the Security Agent on 21 April 2023 (the "Debenture").

This Accession Deed witnesses as follows:

**1. Definitions and interpretation**

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Interpretation*) of the Debenture shall apply to this Accession Deed.

**2. Confirmation**

- 2.1 Each New Chargor confirms it has read and understood the content of the Debenture.
- 2.2 Each New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

**3. Accession**

With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

#### 4. **Security**

4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule;
- (b) charges by way of first fixed charge:
  - (i) all Properties acquired by that Chargor in the future;
  - (ii) all present and future interests of not effectively mortgaged or charged under the preceding provisions of this Clause 4 in, or over, freehold or leasehold property;
  - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
  - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with that Chargor's business or the use of any Secured Asset, and all rights in connection with them;
  - (v) all its present and future goodwill;
  - (vi) all its uncalled capital;
  - (vii) all the Equipment;
  - (viii) all the Intellectual Property;
  - (ix) all the Book Debts;
  - (x) all the Investments;
  - (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
  - (xii) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 4.1(c); and
  - (xiii) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under Clause 4.1(c) below.
- (c) assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
  - (i) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
  - (ii) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets, and

- (d) charges by way of first floating charge, all the undertaking, property, assets and rights of that Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clause 4.1(a) to (c) inclusive.

4.2 The floating charge created by sub-clause 4.1(d) (Security) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6. **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** this Accession Deed has been signed on behalf of the Security Agent and executed as a deed by each New Chargor and is delivered on the date appearing at the head of page 1.

**Schedule to Accession Deed****Part 1****(Property)**

<b>Chargor</b>	<b>Short Description of Property</b>	<b>Title Number (if registered)</b>
None at the date of this Accession Deed		

**Part 2****(Relevant Agreements)**

<b>Chargor</b>	<b>Date of contract</b>	<b>Parties to contract</b>	<b>Details of contract</b>
None at the date of this Accession Deed			

**Part 3****(Shares)**

<b>Chargor</b>	<b>Name of company in which Investments are held</b>	<b>Investments held</b>
Team Gravita II Limited	Davis Grant 1 LLP (registration number: OC345210)	<ul style="list-style-type: none"> <li>• 99.9% profit sharing interest</li> <li>• 99.9% capital sharing interest</li> </ul>
Gravita 1 Limited	Carter Backer Winter LLP (registration number: OC342571)	<ul style="list-style-type: none"> <li>• 99.9% profit sharing interest</li> <li>• 99.9% capital sharing interest</li> </ul>
Carter Backer Winter LLP	Carter Backer Winter Trustees Limited (company number: 02834505)	<ul style="list-style-type: none"> <li>• 1 ordinary share of £1.00</li> </ul>
	CBW Trustees Limited (company number: 13309779)	<ul style="list-style-type: none"> <li>• 1 ordinary share of £1.00</li> </ul>
	The CBW Foundation (company number: 09734302)	<ul style="list-style-type: none"> <li>• £1 guaranteed</li> </ul>

**Part 4**  
**(Intellectual Property)**

Chargor	Trade mark /patent number	Jurisdiction	Classes	Trade mark text
None at the date of this Accession Deed				

**Part 5**  
**(Equipment)**

None at the date of this Accession Deed



Signatures

New Chargors

Executed as a deed )  
by **Team Gravita II Limited** )  
acting by a director, in the )  
presence of: )

DocuSigned by:  
[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name: Sophie Serjeant

Address:

[Redacted Address]

Occupation: Executive Assistant

Executed as a deed )  
by **Gravita 1 Limited** )  
acting by a director, in the )  
presence of: )

DocuSigned by:  
[Redacted Signature]

Director

Signature of witness: [Redacted Signature]

Name: Sophie Serjeant

Address:

[Redacted Address]

Occupation: Executive Assistant

**Executed** as a deed )  
by **Davis Grant 1 LLP** )  
acting by a designated member, in the )  
presence of: )



C33AA891FF3446E...

Designated Member

Signature of witness: .....

Name: ..... **Jonathan Niman** .....

Address: .....



Occupation: ..... **Accountant** .....

**Executed** as a deed )  
by **Carter Backer Winter LLP** )  
acting by a designated member, )  
in the )  
presence of: )

.....  
Designated Member

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....

**Executed** as a deed )  
by **Davis Grant 1 LLP** )  
acting by a designated member, in the )  
presence of: ) .....  
Designated Member

Signature of witness: .....

Name: .....

Address: .....

.....

Occupation: .....

**Executed** as a deed )  
by **Carter Backer Winter LLP** )  
acting by a designated member, )  
in the )  
presence of: ) .....  
Designated Member

Signature of witness: .....  


Name: Danielle Pamplin

Address: .....



Occupation: Executive Assistant

**Executed** as a deed )  
by **Carter Backer Winter Trustees Limited** )  
acting by a director, in the )  
presence of: )

DocuSigned by:



.....  
Director

Signature of witness: .....  
.....

Name: .....  
Danielle Pamplin

Address: .....  
.....

Occupation: .....  
Executive Assistant

**Executed** as a deed )  
by **CBW Trustees Limited** )  
acting by a director, in the )  
presence of: )

DocuSigned by:



.....  
Director

Signature of witness: .....  
.....

Name: .....  
Danielle Pamplin

Address: .....  
.....

Occupation: .....  
Executive Assistant

Executed as a deed )  
by **Davis Grant 2 Limited** )  
acting by a director, in the )  
presence of: )

[Redacted Signature]

C33AA691FF3446F

Director

Signature of witness: [Redacted Signature]

Name: Jonathan Niman

Address:

[Redacted Address]

Occupation: Accountant

**Security Agent**

**Executed** as a deed )  
by **Tenzing Private Equity LLP** )  
acting by a member )  
in the presence of: )

DocuSigned by:  
[Redacted]  
3915E4D6844F467

Member

DocuSigned by:  
[Redacted]  
3915E4D6844F467

Signature of witness: .....

Name: Fiona Guest

Address: .....

[Redacted]

Occupation: Investment Team