Companies House

LLMR01(ef)

Registration of a Charge

LLP name: **SIONIC ADVISORS (CANADA) LLP**

LLP number: **OC417508**

Received for Electronic Filing: **01/10/2020**

X9ERS681

Details of Charge

Date of creation: **29/09/2020**

Charge code: **OC41 7508 0005**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **NO SPECIFIC LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY HAS BEEN CHARGED. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER TO THE CHARGING DOCUMENT DIRECTLY.**

Contains fixed charge(s).

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: **ALEX STONE**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC417508

Charge code: OC41 7508 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2020 and created by SIONIC ADVISORS (CANADA) 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 1st October 2020 .

Given at Companies House, Cardiff on 2nd October 2020

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

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that, save for the material redacted pursuant to s859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument 1 October 2020 AStaus DLA Piper UK LLP

To be presented for registration at Companies House within 21 days of dating against all the companies and limited liability partnerships (both "**Existing**" and "**Further**") which are a party to this document.

THIS DEED OF ACCESSION is made the 29...... day of ..September... 2020

BETWEEN:

(1) **THE SEVERAL COMPANIES AND LIMITED LIABILITY PARTNERSHIPS** specified in Part I of the schedule hereto (the "**Existing Companies**");

(2) **THE COMPANY** specified in Part II of the schedule hereto (the "**Further Company**"); and

(3) **LLOYDS BANK plc** (the "**Bank**").

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 1 April 2019 (as supplemented by a deed of accession dated 1 April 2019) and now operative between the Existing Companies and the Bank (the said Omnibus Guarantee & Set-Off Agreement as so supplemented is hereinafter referred to as the "**Principal Deed**")

NOW THIS DEED WITNESSETH as follows:

1. In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.

2. The parties hereto hereby agree that the Further Company shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing):

2.1 the Further Company hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.1.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by any one or more of the Existing Companies and any other Further Company to the Bank anywhere or for which any one or more of the Existing Companies and any other Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of any Existing Company or Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company;

2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.1.3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.1.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank in the currency or respective currencies thereof on demand by the Bank:

2.2.1 all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) now or at any time hereafter due, owing or incurred from or by the Further Company to the Bank anywhere or for which the Further Company may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment, assignation or other transaction or by operation of law) including (without prejudice to the generality of the foregoing):

(a) in the case of the liquidation, administration or dissolution of the Further Company, all money and liabilities (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution; and

(b) in the event of the discontinuance of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further

Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company;

2.2.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select; and

2.2.3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to preparing, preserving, defending or enforcing any security held by or offered to the Bank for such money and liabilities together with interest computed as provided in paragraph 2.2.2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed;

2.3 without prejudice to the other provisions of this Deed or the provisions of the Principal Deed the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien, right of set-off or combination or consolidation or other right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Company, the Existing Companies or any of them:

(a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities; and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities; and

2.4 the Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of all the Secured Obligations.

3. ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 21 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed.

4. This deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this deed may enter into it by executing any such counterpart.

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated ..29 September....... 2020.

The Schedule

Part I - The Existing Companies

Name	Registered Number	Registered office
Catalyst Holdco Limited	11899941	111 Old Broad Street, London, United Kingdom, EC2N 1AP
Catalyst Debtco Limited	11899947	111 Old Broad Street, London, United Kingdom, EC2N 1AP
Sionic Bidco Limited	11906728	111 Old Broad Street, London, United Kingdom, EC2N 1AP
Sionic Advisors Global Holdings LLP	OC417447	111 Old Broad Street, London, England, EC2N 1AP
Sionic Advisors (UK) LLP	OC417511	111 Old Broad Street, London, England, EC2N 1AP
Sionic Advisors Europe Ltd	09762818	111 Old Broad Street, London, England, EC2N 1AP
Sionic Advisors (European Branches) LLP	OC417507	111 Old Broad Street, London, England, EC2N 1AP
Sionic European Holdings Limited	10736768	111 Old Broad Street, London, England, EC2N 1AP
Sionic Global (CDHL) Limited (previously known as Catalyst Development (Holdings) Limited)	07708316	111 Old Broad Street, London, England, EC2N 1AP
Sionic Global (CDL) Limited (previously known as Catalyst Development Limited)	02884211	11 Old Broad Street, London, EC2N 1AP
Sionic Global (KL) Limited (previously known as Knadel Limited)	06953075	111 Old Broad Street, London, United Kingdom, EC2N 1AP
Sionic UK Subco Limited	11906741	111 Old Broad Street, London, England, EC2N 1AP
Sionic Advisors (US) LLP	OC417509	111 Old Broad Street, London, England, EC2N 1AP
Sionic Advisors (Canada) LLP	OC417508	111 Old Broad Street, London, England, EC2N 1AP

Part II - The Further Company

Name	Registered Number	Registered office
Sionic Advisors Europe Ltd	09762818	111 Old Broad Street, London, England, EC2N 1AP

Execution Pages

Further Company

SIGNED as a deed by Sionic Advisors Europe Ltd acting by its:

RICHARD NATHAN COWEN ....(insert full name)	....(insert full name)
Director	Director
DocuSigned by: [redacted] ...3CC68DCC14FE4CE.....................(signature)	....(signature)

in the presence of

Witness: SHELLEY COWEN
.... (name)

DocuSigned by:
[redacted]
29FC0E8E99B340F...............................(signature)

Address: 14 Cavendish Drive
....

Edgware
....

HA8 7NS
....

Occupation: Teaching Assistant
....

Attorney

SIGNED as a deed by Catalyst Holdco Limited acting by its:

RICHARD NATHAN COWEN ....(insert full name)	....(insert full name)
Director	Director
DocuSigned by: [redacted] ...2CC6BDCC14FE4CE...........................(signature)	....(signature)

in the presence of

Witness: SHELLEY COWEN .... (name)

DocuSigned by:
[redacted]
...29FC0E3E0B8349F...............................(signature)

Address: 14 Cavendish Drive

Edgware

HA8 7NS

Occupation: Teaching Assistant

Existing Companies

SIGNED as a deed by the Existing Companies other than Catalyst Holdco Limited acting by Catalyst Holdco Limited their duly authorised attorney acting by its:

RICHARD COWEN ....(insert full name)	....................(insert full name)
Director	Director
DocuSigned by: [redacted] 2CC68DCC14FE4CE... ....(signature)	....................(signature)

in the presence of

Witness: SHELLEY COWEN .... (name)

DocuSigned by: [redacted] 29FC0E3E9BB340F... ....(signature)

Address: 14 Cavendish Drive

Edgware

HA8 7NS

Occupation: Teaching Assistant

Bank

SIGNED and delivered as a deed as attorney for and on behalf of Lloyds Bank plc by:

John Mowbray
....(insert full name of person appointed to exercise the power of attorney)

DocuSigned by:
[redacted]
..........1688ED3005D0433..................... .(signature)

in the presence of

Witness: Sarah Couper
.... (name)

DocuSigned by:
[redacted]
...2054266FF56543A..............................(signature)

Address: 125 London Wall
....

London
....

EC2N 5AS
....

Occupation: Associate Relationship Manager
....