



Registration of a Charge

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

LLP number: **OC417509**

Received for Electronic Filing: **09/04/2019**



X831CQRC

Details of Charge

Date of creation: **01/04/2019**

Charge code: **OC41 7509 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY AGENT)**

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 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:

SIMON ALLIOTT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC417509

Charge code: OC41 7509 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2019 and created by SIONIC ADVISORS (US) 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 9th April 2019 .

Given at Companies House, Cardiff on 10th April 2019

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

THIS ACCESSION DEED is made on

1 April 2019

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) CATALYST HOLDCO LIMITED (the "Parent"); and
- (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 1 April 2019 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.

JMB/JMB/407289/3/UKM/95356630.2

CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006,
THIS IS TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL DOCUMENT
DATE 5 April 2019
SIGNED [Signature]
DLA PIPER UK LLP

(c) **Charge and assignment**

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 owned by the Acceding Companies*) (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 owned by the Acceding Company/Acceding Companies*) (if any));
 - (B) the Members' Interests (if any) (including, without limitation, those specified against its name in part 7 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));

in each case, together with:

- (A) all Related Rights from time to time accruing to those Charged Securities;
 - (B) all Related Interests from time to time accruing to those Members' Interests; and
 - (C) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (iii) by way of first fixed charge each of its Cash Collateral and 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 owned by the Acceding Companies*)) 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 owned by the Acceding Companies*) (if any));
 - (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 owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;

- (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 owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances; and
- (vii) by way of absolute assignment the Members' Interests and Members' Agreements (including, without limitation, those specified against its name in part 7 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Members' Interests, the Members' Agreements and all proceeds and claims arising from them.

(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*) to the Accession Deed;
- (ii) the Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to the Accession Deed constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company;
- (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to the Accession Deed identifies all freehold and leasehold Real Property which is beneficially owned by each Acceding Company at the date of this Deed; and
- (iv) the Members' Interests listed in part 7 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to the Accession Deed constitute all of the present right, title and interest owned by each Acceding Company in the relevant LLP including each Acceding Company's right to receive profits, distributions and other income at the date of this Deed.

(e) Consent

Pursuant to clause 23.3 (*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.

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Company name	Registered number	Registered office
Sionic Advisors Global Holdings LLP	OC417447	2nd Floor St Magnus House, Lower Thames Street, London, England, EC3R 6HD
Sionic Advisors (European Branches) LLP	OC417507	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD
Sionic Advisors (UK) LLP	OC417511	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD
Sionic Advisors (US) LLP	OC417509	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD
Sionic Advisors (Canada) LLP	OC417508	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD
Sionic European Holdings Limited	10736768	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD
Sionic Advisors Europe Ltd	09762818	2nd Floor, St Magnus House, 3 Lower Thames Street, London, England, EC3R 6HD

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

None as 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
Sionic Advisors (European Branches) LLP	Sionic European Holdings Limited	ordinary	100	£100
Sionic Advisors (UK) LLP	Sionic Advisors Europe Ltd	ordinary	300	£300

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Sionic Advisors Europe Ltd	██████████	Arbuthnot Latham & Co Limited	██████████ Arbuthnot House 7 Wilson Street, London EC2M 2SN
Sionic Advisors Europe Ltd	██████████	Arbuthnot Latham & Co Limited	██████████ Arbuthnot House 7 Wilson Street, London EC2M 2SN
Sionic European Holdings Limited	██████████	Arbuthnot Latham & Co Limited	██████████ Arbuthnot House 7 Wilson Street, London EC2M 2SN

Part 4 - Intellectual Property

None as at the date of this Deed.

Part 5 - Relevant Contracts

None as at the date of this Deed.

Part 6 - Insurances

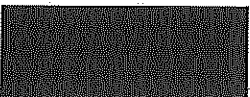
Insurance Company	Insured	Policy number	Insurance Type	Date of Policy
QBE	Sionic Advisors Europe Limited	00011760PIC	Employers' Liability	13/04/2018

Part 7 - Members' Interests

Chargor	Name of LLP in which interests are held	% interest
Sionic Advisors Global Holdings LLP	Sionic Advisors (UK) LLP	99.9%
Sionic Bidco Limited	Sionic Advisors (UK) LLP	0.10%
Catalyst (US) Bidco, Inc.	Sionic Advisors (US) LLP	99.9%
Sionic UK Subco Limited	Sionic Advisors (US) LLP	0.10%
Sionic Advisors Global Holdings LLP	Sionic Advisors (European Branches) LLP	99.9%
Sionic Bidco Limited	Sionic Advisors (European Branches) LLP	0.10%

SIONIC ADVISORS (EUROPEAN BRANCHES) LLP

Executed as a deed, but not delivered until)
the first date specified on page 1, by SIONIC)
ADVISORS (EUROPEAN BRANCHES)
LLP by a member in the presence of a
witness:



Signature of Member

 *Andrew* *Middleton*

Name of Member

in the presence of



Signature of witness

MARK *CATIMOUR*

Name of witness

Eversheds Sutherland (International) LLP 1 Wood Street London EC2V 7WS

Address of witness

SOLICITOR

Occupation of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

SIONIC ADVISORS (UK) LLP

Executed as a deed, but not delivered until)
the first date specified on page 1, by **SIONIC**)
ADVISORS (UK) LLP by a member in the
presence of a witness:

Signature of Member

_____ *Director* *PAU26*

Name of Member

in the presence of

Signature of witness

_____ *MARK CATMOUR*

Name of witness

_____ *Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS*

Address of witness

_____ *SOLICITOR*

Occupation of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom


Facsimile No: N/A


Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

SIONIC ADVISORS (CANADA) LLP

Executed as a deed, but not delivered until)
the first date specified on page 1, by **SIONIC**)
ADVISORS (CANADA) LLP by a member
in the presence of/a witness:



Signature of Member
 ANDREW FAULSTICH

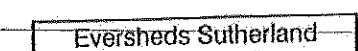
Name of Member

in the presence of



Signature of witness
MARK CAMMOLL

Name of witness



Address of witness

Eversheds Sutherland (International) LLP 1 Wood Street London EC2V 7WS

Address of witness

SOLICITOR

Occupation of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

SIONIC EUROPEAN HOLDINGS LIMITED

Executed as a deed, but not delivered until)
the first date specified on page 1, by **SIONIC**)
EUROPEAN HOLDINGS LIMITED by a
director in the presence of a witness:

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

SIONIC ADVISORS EUROPE LTD

Executed as a deed, but not delivered until)
the first date specified on page 1, by SIONIC)
ADVISORS EUROPE LTD by a director in
the presence of a witness:

[Redacted Signature]

Signature of Director

[Redacted] *FAURG*

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

MARK CATTMOUL

Name of witness

Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS

Address of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

THE PARENT

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

Director

Didan Hargreaves

Witness signature

Witness name:

MARK CATMOR

Witness address:

Eversheds Sutherland (International) LLP 1 Wood Street London EC2V 7WS

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

THE SECURITY AGENT

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

Signature _____

Address: 45 Ludgate Hill, London EC4M 7JU

Facsimile No: +44 (0)20 3070 0113

Attention: Transaction Management Group/ Project Boom

THE PARENT

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

Director _____
Witness signature _____
Witness name: _____
Witness address: _____

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

THE SECURITY AGENT

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

Gilda Cara
Transaction Manager

Signature _____

Address: 45 Ludgate Hill, London EC4M 7JU

Facsimile No: +44 (0)20 3070 0113

Attention: Transaction Management Group/ Project Boom

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

SIONIC ADVISORS GLOBAL HOLDINGS LLP

Executed as a deed, but not delivered until)
the first date specified on page 1, by SIONIC)
ADVISORS GLOBAL HOLDINGS LLP
by a member in the presence of a witness:

[Redacted Signature]

Signature of Member

[Redacted Name] *SIONIC ADVISORS*

Name of Member

in the presence of

[Redacted Signature]

Signature of witness

MARIA CATMOUR

Name of witness

*Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS*

Address of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton

SIONIC ADVISORS (US) LLP

Executed as a deed, but not delivered until)
the first date specified on page 1, by **SIONIC**)
ADVISORS (US) LLP by a member in the
presence of a witness:

Signature of Member

Name of Member

in the presence of

Signature of witness

Name of witness

Address of witness

Eversheds Sutherland
(International) LLP
1 Wood Street
London EC2V 7WS

Occupation of witness

Address: 111 Old Broad Street, London, EC2N 1AP, United Kingdom

Facsimile No: N/A

Email: AndrewMiddleton@catalyst.co.uk

Attention: Andrew Middleton