



Registration of a Charge

LLP name: **WESTLAKE CLARK AUDIT LLP**

LLP number: **OC428069**



X8CAKYE0

Received for Electronic Filing: **21/08/2019**

Details of Charge

Date of creation: **14/08/2019**

Charge code: **OC42 8069 0001**

Persons entitled: **SCRIP FUND 1 FINANCE S.A.R.L. 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: **I 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:

GATELEY PLC



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC428069

Charge code: OC42 8069 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2019 and created by WESTLAKE CLARK AUDIT 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 21st August 2019 .

Given at Companies House, Cardiff on 22nd August 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

THIS ACCESSION DEED is made on 14 August 2019

BETWEEN

- (1) **WESTLAKE CLARK AUDIT LLP** a limited liability partnership incorporated in England and Wales with registered number OC428069 (the "**Acceding Company**");
- (2) **SKS BUSINESS SERVICES LTD** (the "**Parent**"); and
- (3) **SCRIP FUND I FINANCE S.A.R.L.** (the "**Security Agent**").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 23 May 2018 and made between (1) the Chargors named in it and (2) the Security Agent (the **Debenture**).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 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).

1.2 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

2.1 Accession

The Acceding Company:

- 2.1.1 unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- 2.1.2 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.

2.2 Covenant to pay

Without prejudice to the generality of clause 2.1 (Accession), the Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in clause 2 (Covenant to pay) of the Debenture.

2.3 Charge and assignment

Without prejudice to the generality of clause 2.1 (Accession), the 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):

- 2.3.1 by way of first legal mortgage all the freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified in Part 1 of schedule 1 (Details of Charged Property owned by the Acceding Company) (if any));
- 2.3.2 by way of first fixed charge:
 - (a) all the Charged Securities (including, without limitation, those specified in Part 2 of schedule 1 (Details of Charged Property owned by the Acceding Company) (if any)); together with

- (b) all Related Rights from time to time accruing to them;
- 2.3.3 by way of first fixed charge each of its Cash Collateral and its other accounts with any bank or financial institution at any time (including, without limitation, those specified in Part 3 of schedule 1 (Details of Charged Property owned by the Acceding Company)) and all monies at any time standing to the credit of such accounts;
- 2.3.4 by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified in Part 4 of schedule 1 (Details of Charged Property owned by the Acceding Company) (if any));
- 2.3.5 by way of absolute assignment the Assigned Contracts (including, without limitation, those specified in Part 5 of schedule 1 (Details of Charged Property owned by the Acceding Company) (if any)), all rights and remedies in connection with the Assigned Contracts and all proceeds and claims arising from them; and
- 2.3.6 by way of absolute assignment the Insurances (including, without limitation, those specified in Part 6 of schedule 1 (Details of Charged Property owned by the Acceding Company) (if any)), all claims under the Insurances and all proceeds of the Insurances.
- 2.4 Representations**
- The Acceding Company makes the representations and warranties set out in this paragraph 2.4 to the Security Agent as at the date of this Accession Deed:
- 2.4.1 the Acceding Company is the sole legal and beneficial owner of all of the Charged Property identified in 1 (Details of Charged Property));
- 2.4.2 the Charged Securities listed in part 1 of schedule 1 to the Accession Deed (Details of Charged Property owned by the Acceding Company) constitute the entire share capital owned by the Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- 2.4.3 part 1 of schedule 1 (Details of Charged Property owned by the Acceding Company) identifies all freehold and leasehold Real Property which is beneficially owned by the Acceding Company at the date of this Deed.
- 2.5 Consent**
- Pursuant to clause 23.2 (Accession Deed) of the Debenture, the Parent (as agent for itself and the existing Chargors):
- 2.5.1 consents to the accession of the Acceding Company to the Debenture on the terms of this Accession Deed; and
- 2.5.2 agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if the 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 the 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 the 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 the Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

Details of Charged Property owned by the Acceding Company

Part 1 – Real Property

N/A

Part 2 – Charged Securities

N/A

Part 3 - Charged Accounts

N/A

Part 4 – Intellectual Property

N/A

Part 5 – Assigned Contracts

N/A

Part 6 – Insurances

N/A

Part 7 – Plant & Machinery

N/A

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANY

Executed as a deed by WESTLAKE CLARK)
AUDIT LLP, acting by... SANJAY)
..... SWARUP duly authorised by)
WESTLAKE CLARK LIMITED to sign on its
behalf of as a member of WESTLAKE CLARK
AUDIT LLP:

Director

Sanjay Swarup

Witness signature

Witness name:

MIRANDA CAVENDISH

Witness address:

Address: 3 Sheen Road, Richmond, United Kingdom, TW9 1AD

Facsimile No: N/A

Attention: Sanjay Kumar Swarup

THE PARENT

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

Director

Witness signature

Witness name:

Witness address:

MIRANDA CAVEWISH

Address: 3 Sheen Road, Richmond, United Kingdom, TW9 1AD

Facsimile No: N/A

Attention: Sanjay Kumar Swarup

THE SECURITY AGENT

EXECUTED and DELIVERED as a DEED, by) Signature _____
SCRP FUND I FINANCE S.A.R.L. acting by its)
attorney:)

in the presence of

_____ Signature of witness

_____ Name of witness

_____ Address of witness

_____ Occupation of witness

