



Registration of a Charge

Company name: **360 SOLUTIONS (UK) LIMITED**

Company number: **04629543**



X7L3ZXQ8

Received for Electronic Filing: **19/12/2018**

Details of Charge

Date of creation: **13/12/2018**

Charge code: **0462 9543 0005**

Persons entitled: **CHRISTOPHER RUSSELL (AS SECURITY TRUSTEE)**

Brief description: **N/A**

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:

PATRICK ROUX



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4629543

Charge code: 0462 9543 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2018 and created by 360 SOLUTIONS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2018 .

Given at Companies House, Cardiff on 20th December 2018

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

WE CERTIFY THAT, SAVE FOR MATERIAL
REDACTED PURSUANT TO SECTION 859G
OF THE COMPANIES ACT 2006, THIS COPY
INSTRUMENT IS A CORRECT COPY OF
THE ORIGINAL INSTRUMENT

Dickson Minto W.S.
DICKSON MINTO W.S.

DATE: 17 December 2018

ACCESSION DEED

Dated 13 December 2018

between

**EACH COMPANY LISTED IN PART 1 OF SCHEDULE 1
as Acceding Companies**

and

**EACH COMPANY LISTED IN PART 2 OF SCHEDULE 1
as Existing Charging Companies**

and

**CHRISTOPHER RUSSELL
as Security Trustee**

**This Accession Deed is subject to the terms of the Intercreditor Documents
(as defined herein)**

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THIS ACCESSION DEED is made on

2018

BETWEEN

- (1) EACH COMPANY LISTED IN PART 1 OF SCHEDULE 1 (the "Acceding Companies");
- (2) EACH COMPANY LISTED IN PART 2 OF SCHEDULE 1 (the "Existing Charging Companies"); and
- (3) CHRISTOPHER RUSSELL of [REDACTED]
[REDACTED] as agent and trustee for himself and for each of the other Secured Parties on the terms and conditions set out in the Security Trust Deed (as each such term is defined in the Guarantee and Debenture as defined below) (in such capacity as agent and trustee hereinafter referred to as the "Security Trustee" which expression shall include each person appointed as the Security Trustee at the date of this Accession Deed or any additional security trustee appointed for the purpose of, and in accordance with, the Security Trust Deed).

BACKGROUND

This Accession Deed is supplemental to a composite guarantee and debenture dated 19 August 2016 made between (1) certain of the Existing Charging Companies and (2) the Security Trustee (as acceded to from time to time) (the "Guarantee and Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms defined in, or construed for the purposes of, the Guarantee and 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) and:

"Intercreditor Deed" means the intercreditor deed dated 19 August 2016, as amended and restated on 21 June 2018, and made between, among others, the companies named in Part 1 of the Schedule thereto as Charging Companies, Growth Capital Partners LLP as investment manager, the GP (as defined therein), the persons named in Part 3 of the schedule thereto as Management A Loan Noteholders, the persons named in Part 4 of the Schedule thereto as Management B Loan Noteholders, the Security Trustee and the Investor Security Trustee (as defined therein).

"Intercreditor Documents" means the Intercreditor Deed and the Senior Intercreditor Agreement;

"Senior Intercreditor Agreement" means an intercreditor agreement dated on or around the date of this Deed between, among others, Lloyds Bank plc and Santander UK plc in various capacities, including Lloyds Bank plc as Security Agent, and the Security Trustee

or any replacement Senior Intercreditor Agreement or similar agreement entered into with any replacement lender from time to time; and

"Shares" means the shares listed in Schedule 2 (*The Shares*) and all other shares held by or on behalf of an Acceding Company in any member of the Group together with all rights, including dividends and other distributions, arising in relation thereto in any manner whatsoever.

1.2. Interpretation

Clause 1 (*Definitions and Interpretation*) of the Guarantee and Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

1.3. Intercreditor Documents

This Accession Deed is subject to the terms of the Intercreditor Documents and if there is any inconsistency between any provision of this Accession Deed and any provision of the Intercreditor Documents, the provision of the Intercreditor Documents shall prevail. In particular, this Accession Deed shall have the ranking set out in the Intercreditor Documents.

2. ACCESSION OF THE ACCEDING COMPANY

2.1. Accession

Each Acceding Company:

2.1.1. unconditionally and irrevocably undertakes to, and agrees with the Security Trustee to, observe and be bound by the Guarantee and Debenture; and

2.1.2. creates and grants at the date of this Accession Deed the guarantee, charges, mortgages, assignments and other security which are stated to be created or granted by the Guarantee and Debenture,

as if it had been an original party to the Guarantee and Debenture as one of the Charging Companies.

2.2. Covenant to pay

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

2.3. Guarantee and indemnity

Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company hereby irrevocably and unconditionally:

- 2.3.1. guarantees to the Security Trustee and the Secured Parties the due and punctual payment, observance and performance of the Secured Liabilities owing by each other Acceding Company and Existing Charging Company and each other Obligor when and as the same shall become due;
- 2.3.2. as principal debtor undertakes to the Security Trustee on its own account and on behalf of the other Secured Parties that if and each time that another Acceding Company or Existing Charging Company or any other Obligor shall be in default in the payment or performance of any of the Secured Liabilities, it will on demand from the Security Trustee make good the default and pay all sums which may be payable in respect thereof as if it instead of such other Acceding Company or Existing Charging Company or other Obligor were the principal debtor in respect thereof, together with interest thereon at the rate per annum from time to time payable by such Acceding Company or Existing Charging Company or other Obligor on such sums from the date when such sums become payable by that Acceding Company or Existing Charging Company or other Obligor pursuant to the Guarantee and Debenture until payment of the Secured Liabilities in full; and
- 2.3.3. agrees as a primary obligation to indemnify the Security Trustee and each other Secured Party on demand by the Security Trustee from and against any loss incurred by the Security Trustee and each other Secured Party or any of them in connection with the non-payment or non-performance of any of the Secured Liabilities owing by any other Acceding Company or Existing Charging Company or any other Obligor or as a result of any of the Secured Liabilities or any of the Finance Documents being or becoming void, voidable, unenforceable or ineffective as against any other Acceding Company or Existing Charging Company or any other Obligor for any reason whatsoever, whether or not known to the Security Trustee or the other Secured Parties or any of them or any other person, the amount of such loss being the amount which the person or persons suffering it would otherwise have been entitled to recover from such Acceding Company or Existing Charging Company or other Obligor.

2.4. Charging clause

- 2.4.1. Without prejudice to the generality of clause 2.1 (*Accession*), each Acceding Company hereby charges with full title guarantee (on the terms set out in clause 4 (*Charging clause*) of the Guarantee and Debenture) to the Security Trustee (as agent and security trustee for himself and the Secured Parties) as security for the payment and discharge of the Secured Liabilities, 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 clause 4 (*Charging clause*) of the Guarantee and Debenture including (without limiting the generality of the foregoing):
 - (a) by way of first legal mortgage, all its estates and interests in the Legally Mortgaged Property (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));

- (b) by way of first fixed charge:
- (i) all its estates and interests in the Property (other than the Legally Mortgaged Property);
 - (ii) all its Plant and Equipment;
 - (iii) the Shares;
 - (iv) all its Investment Interests;
 - (v) all its Intellectual Property Rights;
 - (vi) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the business of each Acceding Company or the use of any Charged Property and all rights in connection with them;
 - (vii) all its beneficial interests, claims or entitlements in any pension fund;
 - (viii) all its goodwill and uncalled capital; and
 - (ix) to the extent permitted by the relevant contracts or policies of insurance all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Guarantee and Debenture; and
- (c) by way of first floating charge, its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots Law);

2.4.2. The floating charge created by this Accession Deed shall be deferred in point of priority to all fixed security validly and effectively created by an Acceding Company under the Finance Documents in favour of the Security Trustee.

2.4.3. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Accession Deed.

3. NEGATIVE PLEDGE

Each Acceding Company hereby covenants that (without the prior consent of the Security Trustee) it shall not create (or permit to subsist) any Security over all or any part of its present or future revenues or assets except as permitted under the Finance Documents.

4. CONSENTS AND CONFIRMATIONS

4.1. Each of the Existing Charging Companies hereby:

- 4.1.1. consents to the accession of each Acceding Company to the Guarantee and Debenture on the terms of this Accession Deed;
- 4.1.2. agrees that the Guarantee and Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Guarantee and Debenture as a Charging Company; and
- 4.1.3. confirms that the Guarantee and Debenture and the security rights constituted or evidenced by the Guarantee and Debenture are and remain in full force and effect and apply as at the date of this Accession Deed and the guarantees included in the Guarantee and Debenture will validly guarantee all of the obligations of each other Existing Charging Company and each Acceding Company and any other Obligor to the Security Trustee and the other Secured Parties under the Finance Documents.

4.2. Each of the Parties to this Accession Deed hereby:

- 4.2.1. confirms that each Acceding Company is an Obligor; and
- 4.2.2. designates this Accession Deed as a Finance Document.

5. CONSTRUCTION OF GUARANTEE AND DEBENTURE

This Accession Deed shall be read as one with the Guarantee and Debenture so that all references in the Guarantee and Debenture to "*this Guarantee and Debenture*" and similar expressions shall include references to this Accession Deed.

6. THIRD PARTY RIGHTS

A third party (being any person other than a Charging Company, an Acceding Company or the Security Trustee or any Secured Party and their permitted successors and assignees) 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 and no consent of any third party is required for any amendment, variation or termination of this Accession Deed.

7. NOTICE DETAILS

The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Accession Deed and/or the Guarantee and Debenture is that identified in the execution clauses to this Accession Deed or any substitute address or department or officer as the party may notify to the other parties to the Guarantee and Debenture by not less than 5 Business Days' notice.

8. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Accession Deed.

9. GOVERNING LAW

This Accession Deed shall be governed by and construed in accordance with English law.

10. JURISDICTION

10.1. Jurisdiction of English Courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Accession Deed (including a dispute regarding the existence, validity or termination of this Accession Deed) (a "**Dispute**").

10.2. Convenient Forum

The parties to this Accession Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Accession Deed will argue to the contrary.

10.3. Concurrent Proceedings

This Clause 10 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and each Existing Charging Company as a deed and duly executed by the Security Trustee and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and each Existing Charging Company.

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

Company name	Registered number	Registered office
Abica Limited	SC205544	9 Dava Street, Glasgow, G51 2JA
PCR IT Limited	SC360486	9 Dava Street, Glasgow, G51 2JA
Reeves Lund and Company Limited	02035650	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
3Sixt Holdings Limited	09365215	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
360 Solutions (UK) Limited	04629543	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
360 (II) Limited	08687638	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN

Part 2 - The Existing Charging Companies

Company name	Registered number	Registered office
Arrow Business Communications Holdings Limited	10233878	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Arrow Business Communications Group Limited	10233900	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Arrow Business Communications Limited	05643503	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Comms Solve Technologies Limited	06490962	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Orca Telecom Limited	SC394757	Westpoint House, Prospect Road, Arnhall Business Park, Westhill, Aberdeenshire AB32 6FJ

Company name	Registered number	Registered office
Pulse Business Holdings Limited	09698298	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Pulse Business Water Limited	09700130	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Pulse Business Energy Limited	06879291	The Wharf, Abbey Mill Business Park, Lower Eashing, Godalming, Surrey GU7 2QN
Siebert Industries Limited	SC124948	Blackfauld House, Drumhead Place, Cambuslang, Investment Park, Glasgow G32 8EY
Worksmart Technology Limited	03682525	The Wharf Abbey Mill Business Park, Lower Eashing, Godalming, Surrey, GU7 2QN

SCHEDULE 2 TO THE ACCESSION DEED

The Shares

Registered Owner	Name	Class of Shares	Denomination of Shares	Number of Shares
3Sixt Holdings Limited	360 Solutions (UK) Limited	Ordinary	£1.00	100
360 Solutions (UK) Limited	360 (II) Limited	A Ordinary	£1.00	850
		B Ordinary	£1.00	150

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed by ABICA LIMITED acting
by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by PCR IT LIMITED acting
by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by REEVES LUND AND
COMPANY LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by 3SIXT HOLDINGS
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **360 SOLUTIONS (UK)**

LIMITED acting by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **360 (II) LIMITED** acting
by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

THE EXISTING CHARGING COMPANIES

Executed as a deed by **ARROW BUSINESS COMMUNICATIONS HOLDINGS LIMITED**

acting by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **ARROW BUSINESS COMMUNICATIONS GROUP LIMITED** acting

by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **ARROW BUSINESS COMMUNICATIONS LIMITED** acting by:

Director _____

Witness signature _____

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **COMMS SOLVE TECHNOLOGIES LIMITED** acting by:

Director _____

Witness signature _____

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **ORCA TELECOM
LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **PULSE BUSINESS
HOLDINGS LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **PULSE BUSINESS
WATER LIMITED** acting by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **PULSE BUSINESS
ENERGY LIMITED** acting by:

Director

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **WORKSMART
TECHNOLOGY LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

Executed as a deed by **SIEBERT INDUSTRIES
LIMITED** acting by:

Director

Witness signature

Witness name:

Witness address:

JAMIE DUNCAN

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Paul Gibbons

THE SECURITY TRUSTEE

Executed as a deed by **CHRISTOPHER
RUSSELL** as Security Trustee:

Witness signature

Witness name:

JAMIE DUNCAN

Witness address:

LEVEL 13 BROADGATE TOWER

20 PRIMROSE STREET

LONDON

Address: The Wharf, Abbey Mill Business Park,
Lower Eashing, Godalming, Surrey GU7
2QN

Attention: Christopher Russell