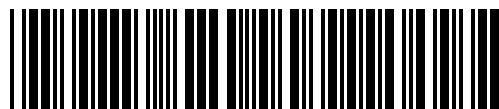




Registration of a Charge

Company Name: **ALBANY BECK WORLDWIDE LIMITED**

Company Number: **11524609**



Received for filing in Electronic Format on the: **23/11/2023**

XCGWHXS9

Details of Charge

Date of creation: **20/11/2023**

Charge code: **1152 4609 0003**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **3RD FLOOR, CANNON GREEN, 27 BUSH LANE, LONDON, EC4R 0AA
(TITLE AGL419262)**

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 HEREBY CERTIFY THAT SAVE FOR MATERIAL REDACTED
PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THIS
COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11524609

Charge code: 1152 4609 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2023 and created by ALBANY BECK WORLDWIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2023 .

Given at Companies House, Cardiff on 23rd November 2023

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 hereby certify that save for material redacted pursuant to s. 859h of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Bryan Cave Leighton Paisner LLP.

SECURITY ACCESSION DEED

22/11/2023

DATED 20 November 2023
PARTIES: Bryan Cave Leighton Paisner
Governors House
5 Laurence Pountney Hill
London EC4R 0HH

- (1) **ALBANY BECK WORLDWIDE LIMITED**, a company incorporated under the laws of England and Wales with registered number 11524609 (the "**New Chargor**");
- (2) **ALBANY BECK HOLDINGS LIMITED** (formerly known as Interquest Holdings Limited and Chisbridge Limited) a company incorporated under the laws of England and Wales with registered number 10451963 whose registered office is at 87a High Street, Berkhamstead, England, HP4 2DF (the "**Borrower**"); and
- (3) **HSBC UK BANK PLC** (the "**Lender**").

BACKGROUND

This Deed is supplemental to a debenture dated 13 September 2018 between, (among others) the Borrower as an original chargor and the Lender as chargee (as supplemented, varied, amended and novated from time to time) (the "**Debenture**").

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Interpretation

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 ACCESSION OF NEW CHARGOR

The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect, undertakes to perform all of the obligations and assume all of the liabilities expressed in the Debenture to be assumed by a Chargor and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

3 CREATION OF SECURITY

3.1 The New Chargor mortgages and charges to the Lender all its business, undertaking and assets on the terms of Clause 4 (*Mortgages and Charges*) of the Debenture provided that

- (a) the Real Property charged by way of legal mortgage shall be the Real Property referred to in schedule 1 (*Real Property*); and
- (b) the Shares charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*).

3.2 Where applicable, the New Chargor assigns and agrees to assign absolutely and charges by way of first floating charge all of its assets and undertaking in accordance with the terms of Clause 5 (*Assignments*) and Clause 6 (*Floating Charges*) as if those clauses were set out in full herein, including, without limitation, the assets set out in the Schedules to this Deed, provided that:

- (a) the Insurances assigned absolutely shall include the Insurances referred to in Schedule 3 (Insurances);
- (b) the Third Party Accounts assigned absolutely shall include the Third Party Accounts referred to in Schedule 4 (Third Party Accounts); and
- (c) the Specific Contracts assigned absolutely shall include the Specific Contracts referred to in Schedule 5 (*Specific Contracts*).

3.3 The New Chargor agrees that if, or to the extent that, the mortgaging, assignment of charging or any Charge Property is prohibited for any reason, the New Chargor shall hold it on trust for the Lender.

4 **POWER OF ATTORNEY**

The New Chargor, by way of security, irrevocably appoints the Lender and any Receiver or Delegate severally to be its attorney in accordance with Clause 19 (*Power of Attorney*) of the Debenture.

5 **GENERAL**

5.1 The Borrower (for itself and on behalf of each other Chargor) agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the Security granted by each Chargor under (and covenants given by each Chargor in) the Debenture.

5.2 The New Chargor consents to an application being made to the Land Registry in accordance with Clause 18.3 (*Application to the Land Registry*) of the Debenture.

5.3 Except as permitted under the Finance Documents, the New Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of the Charged Property.

5.4 This Deed is a Finance Document.

6 **NOTICES**

The New Chargor confirms that its address details for notices in relation to Clause 30 (Notices) of the Facility Agreement are as follows:

Address: Castle Chambers, 87a High Street, Berkhamsted, United Kingdom, HP4 2DF

Email: bfelton@albanybeck.com

Fax: N/A

Attention: The Directors

7 **GOVERNING LAW AND JURISDICTION**

This Deed is governed by and construed in accordance with English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

**Schedule 1
Real Property**

Short description of Property	Title Number (if any)
Leasehold premises: 3 rd Floor, Cannon Green, 27 Bush Lane, London, EC4R 0AA	AGL419262

**Schedule 2
Shares**

Chargor	Subsidiary	Description of shares
Albany Beck Worldwide Limited	None at the date of this debenture	

Schedule 3 Insurances

Policy No.	Chargor	Insurer	Insurance Cover	Period of Insurance
UKINTD40696	Albany Beck Holdings Limited and subsidiaries	CHUBB European Group SE	Material damage and business interruption	16 Jul-23 to 15 Jul-24
UKINTD40696	Albany Beck Holdings Limited and subsidiaries	CHUBB European Group SE	Employers Liability (£25.0m) and Public/Products Liability (£20.0m)	16 Jul-23 to 15 Jul-24
UKBBBD40774	Albany Beck Holdings Limited and subsidiaries	CHUBB European Group SE	Personal accident and travel	16 Jul-23 to 15 Jul-24
UCWRP5604075	Albany Beck Holdings Limited and subsidiaries	Travelers Insurance Company Ltd	Directors and Officers Liability	16 Jul-23 to 15 Jul-24
PSM0739704857	Albany Beck Holdings Limited and subsidiaries	CFC Underwriting Limited	Professional Indemnity (£5.0m)	16 Jul-23 to 15 Jul-24
10477978	Albany Beck Holdings Limited and subsidiaries	CAN Insurance Company Ltd	Professional Indemnity Excess Layer (£5.0m)	16 Jul-23 to 15 Jul-24
B0509BOWTQ2389 976	Albany Beck Holdings Limited and subsidiaries	Marsh Ltd – Bowring Marsh/PACE	Terrorism	16 Jul-23 to 15 Jul-24
ESM0139706687	Albany Beck Holdings Limited and subsidiaries	CFC Underwriting Limited	Cyber (£5.0m)	16 Jul-23 to 15 Jul-24

Schedule 4
Third Party Accounts

Group Company	Bank	Account Number
Albany Beck Worldwide Limited	None at the date of this debenture	

Schedule 5
Specific Contracts

Chargor	Client	Contract reference
Albany Beck Worldwide Limited	None at the date of this debenture	

SIGNATORIES TO THE SECURITY ACCESSION DEED

THE NEW CHARGOR

Albany Beck Worldwide Limited

EXECUTED AS A DEED)

By: Albany Beck Worldwide Limited)

DocuSigned by:

Director

Director/Secretary

THE BORROWER

Albany Beck Holdings Limited

EXECUTED AS A DEED)

By: Albany Beck Holdings Limited)

DocuSigned by:

Director

Director/Secretary

THE LENDER

HSBC UK Bank Plc

By: HSBC UK Bank Plc)

DocuSigned by:

Authorised Signatory