



**Registration of a Charge**

Company name: **BHIB LIMITED**

Company number: **00829660**



X9EP2WVK

Received for Electronic Filing: **30/09/2020**

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**Details of Charge**

Date of creation: **23/09/2020**

Charge code: **0082 9660 0004**

Persons entitled: **ECI VENTURES NOMINEES LIMITED (AS SECURITY TRUSTEE)**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**SQUIRE PATTON BOGGS (UK) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 829660

Charge code: 0082 9660 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd September 2020 and created by BHIB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2020 .

Given at Companies House, Cardiff on 1st October 2020

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**

## Target Accession Deed to Junior Debentures

**DATE OF ACCESSION DEED**

23 September

**2020**

### **PARTIES**

- (1) **BROKERBILITY HOLDINGS LIMITED** (a company incorporated in England and Wales with registered number 07050649), **BHIB LIMITED** (a company incorporated in England and Wales with registered number 00829660) and **BROKERBILITY LIMITED** (a company incorporated in England and Wales with registered number 05074716) as new companies (the "**New Companies**" and each a "**New Company**")
- (2) **CHARING CROSS MIDCO LIMITED** (a company incorporated in England and Wales with registered number 11296399) (the "**Companies' Agent**") for itself and as agent for and on behalf of each of the existing Companies
- (3) **ECI VENTURES NOMINEES LIMITED** as trustee for the Secured Parties (the "**Security Trustee**", which expression includes any person which is for the time being a trustee (or a co-trustee) for the Secured Parties)

### **BACKGROUND**

This Deed is supplemental to a debenture dated 3 September 2018 between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Security Trustee, as supplemented and amended from time to time (the "**2018 Debenture**") and a debenture dated 4 September 2019 between, among others, (1) the Companies' Agent, (2) the Original Companies named therein and (3) the Security Trustee, as supplemented and amended from time to time (the "**2019 Debenture**") (the 2018 Debenture and the 2019 Debenture, each a "**Debenture**" and together the "**Debentures**").

### **THIS DEED WITNESSES THAT:**

#### **1 INTERPRETATION**

##### **1.1 Definitions and construction**

Terms defined (or expressed to be subject to a particular construction) in the Debentures shall have the same meanings (or be subject to the same construction) when used in this Deed.

##### **1.2 Effect as a deed**

This Accession Deed is intended to take effect as a Deed notwithstanding that the Security Trustee may have executed it under hand only.

#### **2 ACCESSION OF NEW COMPANIES TO GUARANTEE AND DEBENTURE**

##### **2.1 Accession**

Each New Company agrees to be bound by all of the terms of each Debenture and to perform all the obligations of a Company under each Debenture with effect from the

date of this Deed as if it had been an original party to each Debenture in the capacity as a Company.

## **2.2 Covenant to pay**

Each New Company agrees, as primary obligor and not only as a surety, that it will pay and discharge the Secured Obligations promptly on demand of the Security Trustee.

## **2.3 Companies' Agent**

The Companies' Agent (on behalf of itself and the other Companies which are parties to each Debenture) hereby agrees to the accession of each New Company.

## **3 FIXED CHARGES**

Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement:

- (a) by way of first legal mortgage, all of the Real Property (if any) specified in Part 1 of the Schedule hereto and all other Real Property now vested in the New Company;
- (b) by way of first fixed charge all its present and future right, title and interest in and to and the benefit of (but in the case of paragraphs (v) and (vi) below only if and to the extent the rights in question have not been effectively assigned pursuant to Clause 4 (Assignments) or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate Notice):
  - (i) to the extent not effectively charged pursuant to paragraph (a) above, all estates or interests in any Real Property (whether such interests are freehold, leasehold or licences) vested in, or acquired by, it;
  - (ii) to the extent not effectively charged pursuant to paragraph (a) or (b)(i) above, all plant and machinery, equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the New Company's stock-in-trade or work in progress) owned by the New Company or (to the extent of such interest) in which the New Company has an interest and the benefit of all contracts and warranties relating to the same;
  - (iii) all Charged Accounts;
  - (iv) all Investments and all Related Rights;
  - (v) the Insurances and all Related Rights;
  - (vi) to the extent that the same do not fall within any other sub-paragraph of this paragraph (b), the Material Contracts and all Related Rights;

- (vii) any pension fund (to the extent permitted by law);
- (viii) all Authorisations (statutory or otherwise) held in connection with the business of the New Company or the use of any asset of the New Company and the right to recover and receive all compensation which may at any time become payable to it in respect of the same;
- (ix) all goodwill and uncalled capital of the New Company; and
- (x) all of the Registered Intellectual Property (if any) specified in the Schedule hereto and all other Registered Intellectual Property Rights of the New Company.

#### **4 ASSIGNMENTS**

Subject to Clause 5.2 (Non-assignable rights) of each Debenture, each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, assigns absolutely to the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement all its present and future right, title and interest in and to and the benefit of:

- (a) the Insurances and all Related Rights;
- (b) all the Material Contracts and all Related Rights; and
- (c) to the extent not charged under the provisions of paragraph (x) of Clause 3 (Fixed charges), all Intellectual Property.

#### **5 FLOATING CHARGES**

- (a) Each New Company, with full title guarantee and as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Trustee to hold the same on trust for the Secured Parties on the terms set out in the Intercreditor Agreement by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future, not effectively charged pursuant to Clause 3 (Fixed charges) or effectively assigned pursuant to Clause 4 (Assignments).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

#### **6 LAND REGISTRY**

In respect of the Real Property specified in the Schedule hereto the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted, [the/each] New Company hereby undertakes to make or procure that there is made a due and proper application to the Land Registry (with the Security Trustee's consent as proprietor of the relevant registered charge):

- (a) for a restriction in the following terms to be entered on the Proprietorship Register relating thereto:

"No disposition or dealing of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date*] in favour of ECI Ventures Nominees Limited referred to in the charges register or their conveyancer."

- (b) to enter a note of the obligation to make further advances by the Secured Parties on the charges register of any registered land forming part of the Secured Assets; and
- (c) to note this Deed on the charges register.

## **7 POWER OF ATTORNEY**

### **7.1 Appointment**

By way of security for the performance of its obligations under this Deed, each New Company irrevocably appoints the Security Trustee and any Receiver (and their respective delegates and sub-delegates) to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the New Company is obliged to do under the terms of this Deed and/or any Debenture or which such attorney considers necessary or desirable in order to exercise the rights conferred on it by or pursuant to this Deed and/or any Debenture or by law.

### **7.2 Ratification**

Each New Company ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed and/or any Debenture shall do in its capacity as such.

### **7.3 Sums recoverable**

All sums expended by the Security Trustee or any Receiver under this Clause 7 shall be recoverable from each New Company under Clause 23 (Costs and expenses) of each Debenture.

## **8 NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 34 (Notices) of each Debenture. Each New Company's address and fax number for any communication to be made or delivered under or in connection with this Deed and/or any Debenture is set out with its name below.

## **9 MISCELLANEOUS**

The provisions of Clauses 29 (Costs and expenses), 31 (Remedies and waivers), 33 (Additional provisions) and 38 (Counterparts and effectiveness) of each Debenture shall be deemed to be incorporated in full in this Deed as if references in those Clauses to "this Deed" were references to this Accession Deed.

## **10 GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

## **11 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 11 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.

**This document has been executed as a deed by each Company and has been signed on behalf of the Security Trustee and is delivered and takes effect on the date stated at the beginning of it.**



**SCHEDULE****Part 1  
Real Property**

None as at the date of this deed.

**Part 2  
Registered Intellectual Property Rights**

None as at the date of this deed.

**Part 3  
Shares**

<b>Charging Company</b>	<b>Company Name and Number</b>	<b>Share Type</b>	<b>Number of Shares</b>
Brokerbility Holdings Limited	BHIB Limited (0829660)	Ordinary shares of £1.00 each	132
		A Ordinary Shares of £1.00 each	108
Brokerbility Holdings Limited	Brokerbility Limited (05074716)	A Ordinary Shares of £1.00 each	10,982
		B Ordinary Shares of £1.00 each	1,138
Brokerbility Holdings Limited	Baker Street Consultancy Limited (06255580)	Ordinary Shares of £0.10 each	10,000
Brokerbility Holdings Limited	Churchill Insurance Consultants Limited (02101276)	Ordinary Shares of £1.00 each	83
		A Ordinary Shares of £1.00 each	1,233
		B Ordinary Shares of £1.00 each	314
BHIB Limited	Brokerbility Information Gateway Limited (06244804)	Ordinary Shares of £0.10 each	8,023

**Part 4**  
**Material Contracts**

None as at the date of this deed.

**Part 5**  
**Charged Accounts**

None as at the date of this deed.

SIGNATURES

The New Companies

Executed as a deed by  
  
**Brokerbility Limited** acting by  
two directors

)  
)  
) Director  
)  
)  
) Director

Notices

Address: Clear Group (Holdings) Limited, 1 Great Tower Street, London, EC3R 5AA  
Fax: N/A  
Attention: Howard Lickens

Executed as a deed by  
  
**Brokerbility Holdings Limited**  
acting by two directors

)  
)  
) Director  
)  
)  
) Director

Notices

Address: Clear Group (Holdings) Limited, 1 Great Tower Street, London, EC3R 5AA  
Fax: N/A  
Attention: Howard Lickens

Executed as a deed by  
  
**BHIB Limited** acting by two  
directors

)  
)  
) Director  
)  
)  
) Director

**Notices**

Address: Clear Group (Holdings) Limited, 1 Great Tower Street, London, EC3R 5AA  
Fax: N/A  
Attention: Howard Lickens

**The Companies' Agent**

Executed as a deed by

**Charing Cross Midco Limited**  
acting by two directors


)  
)  
) Director  .....  
47D66ECDFEE2460...  
)  
)  .....  
4771228D4B2A446...  
) Director

**Notices**

Address: the registered office  
Fax: N/A  
Attention: CEO

**The Security Trustee**

**ECI VENTURES NOMINEES LIMITED**

By:  .....  
C1412DE11F514AC...

**Notices**

Address: ECI Partners LLP, Brettenham House, Lancaster Place, London, WC2E 7EN  
Fax: N/A  
Attention: Paul McCreadie