



Registration of a Charge

Company Name: **SAVILLE CONSULTING LIMITED**

Company Number: **06522111**



XC9705XU

Received for filing in Electronic Format on the: **04/08/2023**

Details of Charge

Date of creation: **01/08/2023**

Charge code: **0652 2111 0001**

Persons entitled: **TENZING PRIVATE EQUITY LLP 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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6522111

Charge code: 0652 2111 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2023 and created by SAVILLE CONSULTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2023 .

Given at Companies House, Cardiff on 7th August 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**

(EXECUTION VERSION)

Dated this 02 August 2023

Signed 
Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Loan Note Guarantee and Debenture Accession Deed**This Accession Deed** is made on1 August 2023**Between:**

- (1) **Each of the companies listed in Schedule 1** (each a "**New Chargor**" and together, the "**New Chargors**"); and
- (2) **Tenzing Private Equity LLP** as trustee for itself and for each of the other Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by the Chargors in favour of the Security Agent on 31 July 2023 (the "**Debenture**").

This Accession Deed witnesses as follows:**1. Definitions and interpretation**

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Interpretation*) of the Debenture shall apply to this Accession Deed.

2. Confirmation

- 2.1 The New Chargor confirms it has read and understood the content of the Debenture.
- 2.2 The New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:
 - (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of Schedule 2;
 - (b) charges by way of first fixed charge:
 - (i) all Properties acquired by the Chargor in the future;
 - (ii) all present and future interests of not effectively mortgaged or charged under the preceding provisions of this Clause 4 in, or over, freehold or leasehold property;
 - (iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;

- (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Secured Asset, and all rights in connection with them;
 - (v) all its present and future goodwill;
 - (vi) all its uncalled capital;
 - (vii) all the Equipment;
 - (viii) all the Intellectual Property;
 - (ix) all the Book Debts;
 - (x) all the Investments;
 - (xi) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
 - (xii) all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under Clause 4.1(c); and
 - (xiii) all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under Clause 4.1(c) below.
- (c) assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
- (i) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
 - (ii) the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets, and
- (d) charges by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clause 4.1(a) to (c) inclusive.
- 4.2 The floating charge created by sub-clause 4.1(d) (Security) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6. **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 this Accession Deed has been signed on behalf of the Security Agent and executed as a deed by the New Chargor and is delivered on the date appearing at the head of page 1.

Schedule 1

New Chargors

Name of New Chargor	Registration number (or equivalent, if any) Original Jurisdiction
Saville Assessment Limited	05105906, England and Wales
Saville Consulting Limited	06522111, England and Wales

Schedule 2**Part 1****(Property)**

None at the date of this Deed.

Part 2**(Relevant Agreements)**

None at the date of this Deed.

Part 3**(Shares)**

Chargor	Name of company in which Investments are held	Investments held
Saville Assessment Limited	Saville Consulting Limited	1 ordinary share of £1.00 each

Part 4**(Intellectual Property)**

Trade mark / patent number	Jurisdiction	Trade mark text
Registration no. 2402923	UK	Saville Consulting Wave
Registration no. 3361421	UK	Saville Assessment
Registration no. 4650313	Madrid Protocol	Saville
Registration no. 5125778	European (EUIPO)	Oasys
Registration no. 6817449	European (EUIPO)	Saville Consulting
Registration no. 6837512	European (EUIPO)	Wave
Registration no. 10559342	European (EUIPO)	Wave Profile

Registration no. 18001331	European (EUIPO)	Saville Assessment
Registration no. 910559342	UK	Wave Profile
Registration no. 1297789	Australia	Saville
Registration no. 4650313	European (EUIPO)	Saville
Registration no. 904650313	UK	Saville
Registration no. 905125778	UK	Oasys
Registration no. 906817449	UK	Saville Consulting
Registration no. 906837512	UK	Wave
Registration no. 918001331	UK	Saville Assessment

Part 5

(Equipment)

None at the date of this Deed.

Signatures

Executed as a Deed

By: **Saville Assessment
Limited**
acting by:

)
)
)
)


Director

In the presence of:

Signature of witness:

Muhammad Farooq

Name:

Address:

.....
Finance Systems & Reporting Manager

Occupation:

Address for notices:

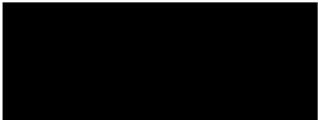
Address: c/o Tenzing Private Equity LLP, Heddon House, 149-151 Regent Street, London W1B
4JD

Attention: Milan Kellner, Fiona Guest, Christian Hamilton & Guy Gillon

Executed as a Deed

By: **Saville Consulting
Limited**
acting by:

)
)
)
)


Director

In the presence of:

Signature of witness:

Muhammad Farooq

Name:

Address:

.....
Finance Systems & Reporting Manager

Occupation:

Address for notices:

Address: c/o Tenzing Private Equity LLP, Heddon House, 149-151 Regent Street, London W1B
4JD

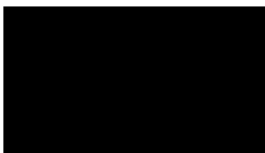
Attention: Milan Kellner, Fiona Guest, Christian Hamilton & Guy Gillon

The Loan Note Security Agent

Tenzing Private Equity LLP

By: Robert Jones

Date: 1 August 2023

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