



Registration of a Charge

Company name: **IDOX HEALTH LIMITED**

Company number: **02585086**

Received for Electronic Filing: **30/07/2018**



X7BANB5M

Details of Charge

Date of creation: **30/07/2018**

Charge code: **0258 5086 0004**

Persons entitled: **NATWEST MARKETS PLC 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: 2585086

Charge code: 0258 5086 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2018 and created by IDOX HEALTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2018 .

Given at Companies House, Cardiff on 1st August 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 s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 30 July 2018

Signed *Osborne Clarke LLP*

Debenture Accession Deed

Osborne Clarke LLP

2 Temple Back East
This Accession Deed made on

30 July 2018

Between:

Temple Quay, Bristol

BS1 6EG

(1) **Idox Health Limited** (company number: 02585086) whose registered office is also at 1310 Waterside Arlington Business Park, Theale, Reading RG7 4SA (the "**New Chargor**"); and

(2) **NatWest Markets Plc** as agent and trustee for itself and for each of the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by Idox Plc and others in favour of the Security Agent on 24 September 2014 (the "**Debenture**").

Now this Deed witnesses as follows:

1 Definitions and Interpretation

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

2 Confirmation

The New Chargor confirms it has been supplied with a copy of the Debenture and that it is a member of the Group.

3 Accession

The New Chargor:

- (a) covenants with the Security Agent for the benefit of the Security Agent and each of the Secured Parties (including their respective assigns, transferees and successors in title) to be bound by all the terms of the Debenture; and
- (b) creates and grants with effect from the date of this Deed, the mortgages, charges, assignments and other Security which are stated to be created or granted pursuant to the Debenture,

as if the New Chargor had been an original party to the Debenture as a Chargor.

4 Security

4.1 Without prejudice to the generality of Clause 3 of this Deed, the New Chargor charges and assigns with full title guarantee in favour of the Security Agent:

- (a) by way of legal mortgage, the Property specified in Part 1 of the Schedule to this Deed, and all Rights relating to such Property;
- (b) by way of first fixed charge:
 - (i) all Property not validly charged in Clause 4.1(a) and all Rights relating to such Property;
 - (ii) all easements, rights and agreements in respect of all Property; and
 - (iii) all proceeds of sale derived from all Property;

- (c) by way of first fixed charge, its Contracts;
- (d) by way of first fixed charge, its Book Debts;
- (e) by way of first fixed charge, all its Intellectual Property Rights;
- (f) by way of first fixed charge, its Plant and Machinery;
- (g) by way of first fixed charge, the Securities specified in Part 2 of the Schedule to this Deed;
- (h) by way of first fixed charge, all its Securities not charged by Clause 4.1(g);
- (i) by way of first fixed charge, all its Derivative Assets of a capital nature;
- (j) by way of first fixed charge, all its Derivative Assets of an income nature;
- (k) by way of first fixed charge all its present and future bank accounts, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest);
- (l) by way of first fixed charge, all its goodwill and uncalled capital for the time being;
- (m) by way of absolute assignment, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances;
- (n) by way of absolute assignment, all other present and future insurances and the proceeds of such insurances not charged by Clause 4.1(n);
- (o) by way of absolute assignment, the benefit of contracts specified as Assigned Contracts in Part 3 of the Schedule to this Deed;
- (p) by way of absolute assignment, the benefit of the Hedging Agreements and any letters of credit issued to it;
- (q) by way of absolute assignment, all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 4.1(a) to 4.1(p) above;
- (r) by way of first fixed charge, its rights now or hereafter to recover any VAT on any supplies made to it relating to the Assets any tax refund, rebate or repayment, and any sums so recovered; and
- (s) by way of first floating charge, all its undertaking and assets whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all its undertaking and assets referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses Clauses 4.1(a) to 4.1(r) (inclusive) of this Deed.

4.2 The assignments set out in Clause 4.1 are absolute assignments for the purposes of section 136 LPA and are not made by way of charge only.

4.3 The floating charge created by Clause 4.1(s) of this Deed 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 this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Debenture" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

This Accession Deed shall be governed by and construed according to English law.

In witness whereof the New Chargor and the Security Agent have caused this Accession Deed to be duly executed on the date appearing at the head of page 1.

Schedule

Part 1

Property

None at the date of this Deed.

Part 2

Securities

None at the date of this Deed.

Part 3

Assigned Contracts

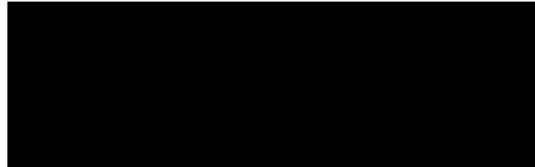
None at the date of this Deed.

Signatures

New Chargor

Executed and Delivered as a Deed
for and on behalf of
Idox Health Limited
in the presence of:

)
)
)
)



Director

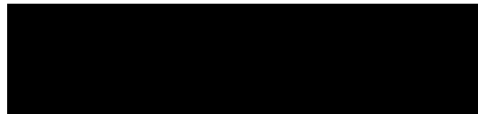
Signature of witness:



Name:

CLAKE BENNET

Address:



Occupation:

FINANCIAL CONTROLLER

The Security Agent

Signed for and on behalf of)
NatWest Markets Plc)
by its duly authorised attorney SIGNATORY)
in the presence of: FOR AND ON)
BEHALF OF NATWEST BANK PLC)
ACTING AS AGENT FOR)
NATWEST MARKETS PLC)

Attorney

LUIGI SASSO

Signature of witness

Name: JAMIE MILLER

Address:

Occupation: Agency Relationship Manager