



Registration of a Charge

Company Name: **SOURCE BIOSCIENCE (HEALTHCARE) LIMITED**

Company Number: **04730768**



XCVQRDMY

Received for filing in Electronic Format on the: **29/01/2024**

Details of Charge

Date of creation: **26/01/2024**

Charge code: **0473 0768 0008**

Persons entitled: **INVESTEC BANK PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE.**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4730768

Charge code: 0473 0768 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2024 and created by SOURCE BIOSCIENCE (HEALTHCARE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2024 .

Given at Companies House, Cardiff on 30th January 2024

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**

Security Deed of Accession

This Deed is made on 26 January 2024

Between

- (1) **Rochdale Midco Limited** (registered in England and Wales with number 15019320) for itself and for the Chargors (**Parent**);
- (2) **The companies** listed in Schedule 1 (*Acceding Chargors*) (each an **Acceding Chargor** and together, the **Acceding Chargors**); and
- (3) **Investec Bank Plc** as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 1 November 2023 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) Each Acceding Chargor has also entered into an accession deed to the facilities agreement dated 1 November 2023 (as amended, amended and restated, supplemented and/or otherwise modified from time to time including by an amendment letter dated 12 December 2023, the **Facilities Agreement**) on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Secured Shares** means all shares present and future held by the Acceding Chargors or the Persons listed in Schedule 2 (Secured Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Intercreditor Deed), 1.7 (Property), 1.8 (Present and future assets), 1.9 (Fixed security) and 1.10 (No obligations) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 **Covenant to pay**

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 **Charging provisions**

All Security created by the Acceding Chargors under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in the relevant Charged Property; and
- (d) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this Deed and the Security created by or pursuant to it on trust for the Secured Parties.

2.4 **First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 3 (Properties) to this Deed.

2.5 **Assignments**

- (a) Each Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) the agreements described in Schedule 4 (Relevant Agreements) to this Deed;
 - (ii) its insurance policies described in Schedule 5 (Relevant Policies) to this Deed;
 - (iii) each account described in Schedule 6 (Blocked Accounts) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account;
 - (iv) each account described in Schedule 7 (Unblocked Accounts) to this Deed and any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account; and
 - (v) each and every sum from time to time paid or payable by any member of the Group for the time being to a Chargor;

together with, in each case, all other Related Rights thereto.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations in relation to each Unblocked Account, each Blocked Account, each Relevant Agreement, and each Relevant Policy.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default which is continuing, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in

connection with the Relevant Agreement, the Relevant Policies, each Unblocked Account and the sums referred to in clause 2.5(a)(v) above.

2.6 **First fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) all licences to enter or use any Secured Property to the extent held by the Chargor;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of the relevant Acceding Chargor's stock in trade or work in progress) (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Secured Shares (including those listed in Schedule 2 (Secured Shares) to this Deed;
- (f) the Investments;
- (g) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected) (together **Debts**);
- (h) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (i) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (m) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (n) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

2.7 Floating charge

- (a) Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

- 4.1 Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of the Acceding Chargors under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.
- 4.2 The Security Agent, each Receiver and any of their delegates or sub-delegates shall only be able to exercise a power of attorney under this Deed:
 - (a) following the occurrence of an Event of Default which is continuing; or
 - (b) if an Acceding Chargor has failed to comply with any obligation which it ought or has agreed to do under this Deed and which it has failed to do within 5 Business Days following a request from the Security Agent to undertake such execution or action.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 24 (Notices) of the Debenture are as specified in Schedule 1 (*Acceding Chargors*).

6 Counterparts

This 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 Deed.

7 Governing law and jurisdiction

Clause 31 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Parent and each Acceding Chargor and is delivered on the date given at the beginning of this Deed.

Schedule 1 (Acceding Chargors)

Additional Guarantor	Jurisdiction (under the laws of which the entity is duly incorporated)	Type of Company	Registered Number	Notice Details
Source Bioscience (Healthcare) Limited	England and Wales	Limited Liability Company	04730768	Address: Astoriom, John Boyd Dunlop Drive, Kingsway Business Park Rochdale, OL16 4NG Email: [REDACTED] Attention: James Wilkinson
Source Bioscience (Storage) Limited	England and Wales	Limited Liability Company	00878160	Address: Astoriom, John Boyd Dunlop Drive, Kingsway Business Park Rochdale, OL16 4NG Email: [REDACTED] Attention: James Wilkinson

Schedule 2 (Secured Shares)

Chargor	Name and registered number of Subsidiary	Number and class of shares
Source Bioscience (Healthcare) Limited	Source Bioscience (Storage) Limited (00878160)	3000 ordinary shares of £1.00 each

Schedule 3 (Properties)

Chargor	Class of title and tenure	County and District (or Address or Description and (if applicable) London Borough)	Title number
Source Bioscience (Storage) Limited	Freehold absolute	Unit E2a1, John Boyd Dunlop Drive, Kingsway Business Park, Rochdale, OL16 4NG	MAN119047

Schedule 4 (Relevant Agreements)

None at the date of this Deed.

Schedule 5 (Relevant Policies)

Date of policy		Insured	Policy type	Policy number
11/12/23 10/12/24	–	Rochdale TopCo Limited including Source Bioscience (Healthcare) Limited and Source Bioscience (Storage) Limited	Injury and Travel Insurance	UKBBBO61583
11/12/23 10/12/24	–	Rochdale TopCo Limited including Source Bioscience (Healthcare) Limited and Source Bioscience (Storage) Limited	Property Damage and Business Interruption Employer's Liability General Liability Products and Services Professional Indemnity	UKLSCD48736
11/12/23 10/12/24	–	Rochdale TopCo Limited including Source Bioscience (Healthcare) Limited and Source Bioscience (Storage) Limited (but only in the UK)	Motor Insurance	97MF181900430

Schedule 6 (Blocked Accounts)

None at the date of this Deed.

Schedule 7 (Unblocked Accounts)

Account name: SBS STORAGE LTD

Account number: [REDACTED]769

Bank name: BARCLAYS BANK PLC

BIC: [REDACTED]558

IBAN: [REDACTED]769

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by)
Rochdale Midco Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Carla Lourenco
Name

.....
Address

.....

I confirm that I was physically present when
Martim
Avillez
Caldeira
signed this Deed

Chargors

Executed as a deed by)
Source Bioscience (Healthcare) Limited)
acting by a director in the presence of) Director

.....
Signature of witness
Name Phil Bradley
Address
.....

I confirm that I was physically present when James wilkinson signed this Deed

Executed as a deed by)
Source Bioscience (Storage) Limited)
acting by a director in the presence of) Director

.....
Signature of witness
Name Phil Bradley
Address
.....

I confirm that I was physically present when James wilkinson signed this Deed

Security Agent

Investec Bank plc

By:

