



Registration of a Charge

Company Name: **ACCIDENT & EMERGENCY AGENCY LIMITED**

Company Number: **05927852**



Received for filing in Electronic Format on the: **08/09/2021**

XACMKN00

Details of Charge

Date of creation: **03/09/2021**

Charge code: **0592 7852 0006**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED**

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: **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: **JANAM NAGRA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5927852

Charge code: 0592 7852 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2021 and created by ACCIDENT & EMERGENCY AGENCY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th September 2021 .

Given at Companies House, Cardiff on 9th September 2021

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 ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 3 September 2021

BETWEEN:

- (1) The New Chargors (each as listed and defined in Schedule 1 (*The New Chargors*) hereto and Impala Bidco 0 Limited as the Original Chargor; and
- (2) Lucid Trustee Services Limited as Security Agent for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 4 June 2021 between, amongst others, Impala Bidco 0 Limited and the Security Agent (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New 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 as a Chargor.

2.2 Covenant to pay

Subject to any limits on its liability specified in the Secured Debt Documents, each New Chargor as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Secured Debt Document.

2.3 Specific Security

Subject to Clause 2.6 (*Property restricting charging*), each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all the Shares and all corresponding Related Rights (including, but not limited to, the Shares specified in Schedule 3 ("*Shares*")); and
- (b) if not effectively assigned by Clause 2.5 (*Security assignment*), all its rights, title and interest in (and claims under) the Assigned Agreements and all corresponding Related Rights (including, but not limited to, the Assigned Agreements specified in Schedule 2 ("*Assigned Agreements*")).

2.4 Floating charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security assignment*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 shall be deferred in point of priority to all fixed Security constituted by this Debenture.
- (c) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Security assignment

Subject to Clause 2.6 (*Property restricting charging*):

- (a) as further continuing security for the payment of the Secured Obligations, each New Chargor assigns by way of security absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements to which it is a party and subject in each case to reassignment by the Security Agent to each New Chargor of all such rights, title and interest on the Final Discharge Date; and
- (b) until an Acceleration Event has occurred which is continuing, but subject to Clause 6.2 (*Assigned Agreements*) of the Debenture and the Secured Debt Documents, each New Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to receive the proceeds of any claim under the Assigned Agreements.

2.6 Property restricting charging

For the avoidance of doubt, all and any Excluded Assets owned by any New Chargor or in which any New Chargor has any interest shall be excluded from the charge created by Clause 2.3 (*Specific Security*), Clause 2.5 (*Security assignment*) and from the operation of Clause 4 (*Further Assurance*) of the Debenture.

2.7 Consent of existing Chargor

The existing Chargor agrees to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by it under (and covenants given by it in) the Debenture.

2.8 Failure to execute

Failure by one or more Parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed.

Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

2.9 Notice of charge or assignment

This deed constitutes notice in writing to each New Chargor and acknowledgement by that New Chargor of any charge or assignment of a debt owed by that Chargor to any other Group Member and contained in any other Secured Debt Documents.

2.10 Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed.

3. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
THE NEW CHARGORS

Each of the companies listed in the table below is a “New Chargor” and together, the “New Chargors”.

COMPANY NAME	COMPANY NUMBER
Indigo Bidco Limited	09025049
ICSG Limited	07268397
ICS Healthcare Services Limited	06666392
Independent Clinical Services Limited	04768329
Nationwide Locum Services Limited	03774493
Pulse Staffing Limited	06319718
Pulse Healthcare Limited	03156103
Frontline Staffing Limited	02666923
Titan Recruitment Solutions Limited	03540088
Faber On-Demand Ltd	03833847
ICS Ingage Limited	03193055
Hobson Prior International Ltd	04467072
Pathology Group Limited	05927809
Accident & Emergency Agency Limited	05927852
General Medicine Group Limited	06906418
GP World Limited	07197490
Health Personnel Solutions Limited	07212781
Liquid Personnel Limited	06155616
ICS Operations Limited	04793945
Maxxima Limited	04197152
Proclinical Limited	05742788
Carehome Selection Limited	03091598
Broadcare Software Limited	11582111
CHS Healthcare Holdings Limited	09628817

SCHEDULE 2
ASSIGNED AGREEMENTS

Agreement	Lender	Borrower	Quantum of intercompany receivable (as of 31 July 2021)
Intercompany Loans	Independent Clinical Services Limited	Impala Bidco 0 Limited	(470,000.00)
		Indigo Bidco Limited	(157,261,907.77)
		ICSG Limited	(87,340,538.28)
		ICS Healthcare Services Limited	(82,968,958.85)
		Nationwide Locum Services Limited	(2,063,872.76)
		Hobson Prior International Ltd	(1,712,321.75)
Intercompany Loans	Pulse Healthcare Limited	Impala Bidco 0 Limited	(1,256,010.06)
		Indigo Bidco Limited	(2,840,086.79)
		ICSG Limited	(5,097,764.91)
		Independent Clinical Services Limited	(29,832,719.43)
		Faber On-Demand Ltd	(465,882.42)
		Proclinical Limited	(1,570,324.83)
		CareHome Selection Limited	(1,500,031.66)
		Broadcare Software Limited	(55,250.45)
		Health Personnel Solutions Limited	(478,744.94)
Intercompany Loans	Hobson Prior International Ltd	Liquid Personnel Limited	(2,620,000.00)
		Proclinical Limited	(1,060,560.83)
Intercompany Loans	Accident & Emergency Agency Limited	Independent Clinical Services Limited	(944,734.19)
		Pulse Healthcare Limited	(691,254.86)
		Hobson Prior International Ltd	(3,118.26)
		Pathology Group Limited	(3,166,333.92)
		General Medicine Group Limited	(306,330.60)
		GP World Limited	(176,114.14)

		Liquid Personnel Limited	(230,000.00)
		ICS Operations Limited	(100,000.00)
		Maxxima Limited	(6,907.73)
		Proclinical Limited	(484,408.99)
		Health Personnel Solutions Limited	(4,750,748.75)
Intercompany Loans	Liquid Personnel Limited	Independent Clinical Services Limited	(8,227,224.23)
		Pulse Healthcare Limited	(1,457,017.78)
		Frontline Staffing Limited	(6,502.99)
		Pathology Group Limited	(50.00)
		General Medicine Group Limited	(1,729.40)
		Maxxima Limited	(9,911.11)
		Proclinical Limited	(291,560.74)
Intercompany Loans	ICS Operations Limited	Independent Clinical Services Limited	(4,654,323.30)
		Pulse Healthcare Limited	(1,725,757.56)
		Liquid Personnel Limited	(1,392,060.60)
		Maxxima Limited	(1,082,003.47)
Intercompany Loans	Maxxima Limited	ICSG Limited	(429,724.21)
		Independent Clinical Services Limited	(1,905,668.95)
		Pulse Healthcare Limited	(5,121,504.27)
		Hobson Prior International Ltd	(1,328,003.18)
Intercompany Loans	CareHome Selection Limited	ICSG Limited	(3,000,000.00)

**SCHEDULE 3
SHARES**

Name of chargor which holds the shares	Name of company issuing shares	Number and class of shares
ICS Healthcare Services Limited	Independent Clinical Services Limited	20,849,371 ordinary shares of £1 each
Pathology Group Limited	Accident & Emergency Agency Limited	1 ordinary share of £1
ICSG Limited	Liquid Personnel Limited	2,100 Ordinary shares of £0.001 each
ICSG Limited	Liquid Personnel Limited	100 B Ordinary shares of £0.001 each
ICSG Limited	Liquid Personnel Limited	100 D Ordinary shares of £0.001 each
ICSG Limited	Liquid Personnel Limited	100 E Ordinary shares of £0.001 each
ICSG Limited	Liquid Personnel Limited	100 K Ordinary shares of £0.001 each
ICSG Limited	Liquid Personnel Limited	100 L Ordinary shares of £0.001 each
ICSG Limited	ICS Operations Limited	100 ordinary shares of £1 each
ICSG Limited	Maxxima Limited	200 ordinary shares of £1 each
Pulse Staffing Limited	Pulse Healthcare Limited	44,046,314 ordinary shares of 5p each
ICSG Limited	Hobson Prior International Ltd	3,546,875 Ordinary shares of 1p each
CHS Healthcare Holdings Limited	Carehome Selection Limited	50,000 ordinary shares of 1p each

SIGNATORIES TO DEED OF ACCESSION

THE ORIGINAL CHARGOR

EXECUTED as a **DEED** for and on behalf of
Impala Bideo 0 Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



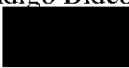
Address of witness



Occupation of witness

THE NEW CHARGORS

EXECUTED as a **DEED** for and on behalf of
Indigo Bidco Limited acting by:

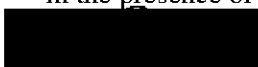


Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness




Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
ICSG Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness




Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
ICS Healthcare Services Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Independent Clinical Services Limited acting
by:




Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness




Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Nationwide Locum Services Limited acting
by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Pulse Staffing Limited acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Pulse Healthcare Limited acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Frontline Staffing Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness

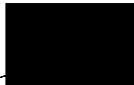


Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Titan Recruitment Solutions Limited acting
by:

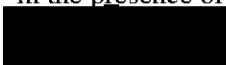


Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Faber On-Demand Ltd acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness

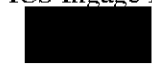


Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
ICS Ingage Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



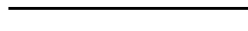
Signature of witness

ALISON PHILLIPS

Name of witness




Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Hobson Prior International Ltd acting by:



Signature of Director

THOMAS RICHARDS

Name of Director



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Pathology Group Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Accident & Emergency Agency Limited
acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
General Medicine Group Limited acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
GP World Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Health Personnel Solutions Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Liquid Personnel Limited acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
ICS Operations Limited acting by:

[Redacted Signature]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[Redacted Signature]

Signature of witness

ALISON PHILLIPS

Name of witness

[Redacted Address]

Address of witness

[Redacted Occupation]

Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Maxxima Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Proclinical Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness




Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Carehome Selection Limited acting by:



Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
Broadcare Software Limited acting by:




Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of



Signature of witness

ALISON PHILLIPS

Name of witness



Address of witness



Occupation of witness

EXECUTED as a **DEED** for and on behalf of
CHS Healthcare Holdings Limited acting by:

[REDACTED]

Signature of Director

THOMAS RICHARDS

Name of Director

in the presence of

[REDACTED]

Signature of witness

ALISON PHILLIPS

Name of witness

[REDACTED]

Address of witness

[REDACTED]

Occupation of witness

THE SECURITY AGENT

EXECUTED as a **DEED** by
LUCID TRUSTEE SERVICES LIMITED acting by:

Witness: _____

Name: _____

Address: _____

Occupation: _____

EXECUTED as a **DEED** for and on behalf of
CHS Healthcare Holdings Limited acting by:

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Occupation of witness

THE SECURITY AGENT

EXECUTED as a **DEED** by
LUCID E SER LIMITED acting by:

Kate Russell
Authorised Signatory

Witness:

Name:

ANDREW SYLVE

Address:

Occupation:
