



**Registration of a Charge**

Company name: **CLIMATECARE OXFORD LIMITED**

Company number: **07632295**

Received for Electronic Filing: **12/01/2021**



X9W06RLV

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**Details of Charge**

Date of creation: **08/01/2021**

Charge code: **0763 2295 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED, 6TH FLOOR, NO 1 BUILDING  
1-5 LONDON WALL BUILDINGS, LONDON WALL, LONDON, UNITED  
KINGDOM, EC2M 5PG AS SECURITY AGENT (AS TRUSTEE FOR EACH OF  
THE SECURED PARTIES)**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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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: **CLIFFORD CHANCE LLP**



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

Company number: 7632295

Charge code: 0763 2295 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2021 and created by CLIMATECARE OXFORD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2021 .

Given at Companies House, Cardiff on 13th January 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**

Execution Version

## SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 8 January 2021

### BETWEEN:

- (1) **CLIMATECARE OXFORD LIMITED**, (registered in England and Wales with company registration number 07632295) (the "**Additional Chargor**");
- (2) **CLIMATECARE MIDCO LIMITED**, (registered in England and Wales with company registration number 12880374) (the "**Parent**"); and
- (3) **LUCID TRUSTEE SERVICES LIMITED** as trustee for each of the Secured Parties (the "**Security Agent**").

### RECITALS:

- A. The Additional Chargor has agreed to enter into this Security Accession Deed and to become a Chargor under a debenture dated 23 September 2020 between the Parent, ClimateCare Finco Limited and ClimateCare Bidco Limited as Original Chargors and the Security Agent as amended and supplemented by earlier Security Accession Deeds (if any) (the "**Debenture**").
- B. This Security Accession Deed is supplemental to the Debenture.

### IT IS AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Unless defined in this Security Accession Deed, or the context otherwise requires, a term defined in or incorporated by reference into the Debenture has the same meaning in this Security Accession Deed, or in any notice given under or in connection with this Security Accession Deed.

### 1.2 Interpretation and construction

- (a) Clause 1.2 (*Terms defined in other Finance Documents*), Clause 1.3 (*Construction*) and Clauses 1.5 (*Present and future assets*) to 1.8 (*Security Agent assumes no obligation*) (inclusive) of the Debenture and Clause 1.7 (*Third party rights*) of the Facilities Agreement are deemed to form part of this Security Accession Deed as if expressly incorporated into it and as if all references in those clauses to the Debenture and, in the case of Clause 1.7 (*Third party rights*) of the Facilities Agreement, references to the Facilities Agreement, were references to this Security Accession Deed.
- (b) All the provisions contained in the Debenture in relation to the Security created by it and all the powers and rights conferred on the Security Agent and any Receiver in relation to the Security created by the Debenture shall extend and apply to the Security created by this Security Accession Deed.

(c) The Debenture and this Security Accession Deed shall be read together and construed as one instrument.

(d) This Security Accession Deed is a Finance Document.

## **2. ACCESSION OF ADDITIONAL CHARGOR**

### **2.1 Accession**

With effect from the date of this Security Accession Deed, the Additional Chargor:

- (a) agrees to be a party to the Debenture as a Chargor; and
- (b) agrees to be bound by all the terms of the Debenture which are expressed to be binding on a Chargor as if it had originally been a party to it as a Chargor (but so that the Security created by virtue of this deed shall be created on the date of this Security Accession Deed).

### **2.2 Consent of existing Chargors**

The Parent agrees and consents, for itself and on behalf of each of the other existing Chargors, to the terms of this Security Accession Deed and further agrees that its execution shall not, in any way, prejudice or affect the Security granted by each of the existing Chargors pursuant to (and the covenants given by each of them in) the Debenture or any other Security Accession Deed.

### **2.3 Covenant to pay**

The Additional Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Finance Documents.

## **3. COMMON PROVISIONS**

### **3.1 Common provisions as to all Security**

All the Security created by or pursuant to this Security Accession Deed is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Security Accession Deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Secured Obligations.

### **3.2 Consent for Fixed Security**

The Additional Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party in accordance with Clause 7.4 (*Consents*) of the Debenture.

## **4. FIXED SECURITY**

### **4.1 Mortgage of Real Property**

The Additional Chargor charges, by way of first legal mortgage, the Mortgaged Property listed in Schedule 1 (*Mortgaged Property*) of this Security Accession Deed.

### **4.2 Fixed charge over Real Property**

The Additional Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property and all Related Rights.

### **4.3 Fixed charge over Tangible Moveable Property**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights.

### **4.4 Fixed charge over Accounts**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights. The execution of this Deed by the Additional Chargor and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent.

### **4.5 Fixed charge over contracts**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which the Additional Chargor is a party (except for the Specific Contracts to the extent validly and effectively assigned pursuant to Clause 4.13 (*Assignment of Specific Contracts*)) and all Related Rights.

### **4.6 Fixed charge over Monetary Claims**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Security Accession Deed) and all Related Rights (to the extent not already charged under this Clause 4.6).

#### **4.7 Fixed charge over Investments**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

#### **4.8 Fixed charge over Shares**

- (a) The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares including, without limitation, those listed in Schedule 2 (*Shares and Investments*) of this Security Accession Deed and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).
- (b) The Additional Chargor acknowledges that the security interests granted in favour of the Security Agent pursuant to paragraph (a) above will take priority over any other security interest or lien that the Additional Chargor may have over its Shares and Related Rights (whether legal or equitable) and that any such security interest or lien in favour of the Additional Chargor will be subordinate in ranking to the charges created pursuant to paragraph (a) above.

#### **4.9 Fixed charge over Intellectual Property**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property including, without limitation, those listed in Schedule 3 (*Intellectual Property*) of this Security Accession Deed and all Related Rights.

#### **4.10 Fixed charge over goodwill**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all goodwill of the Additional Chargor and all Related Rights.

#### **4.11 Fixed charge over uncalled capital**

The Additional Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all uncalled capital of the Additional Chargor and all Related Rights.

#### **4.12 Fixed charge over other assets**

The Additional Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 4.13 (*Assignment of Specific Contracts*) and 4.14 (*Assignment of Insurance Policies*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to each of its Specific Contracts and Insurance Policies and all Related Rights in relation to each of those assets.

#### **4.13 Assignment of Specific Contracts**

The Additional Chargor assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to each Specific Contract of the Additional Chargor and all Related Rights.

#### **4.14 Assignment of Insurance Policies**

The Additional Chargor assigns and agrees to assign absolutely, subject to a proviso for reassignment on redemption, all of its rights, claims, title and interest from time to time in and to the proceeds of each of its Insurance Policies, including, without limitation, those listed in Schedule 4 (*Insurance Policies*) of this Security Accession Deed and all Related Rights.

### **5. FLOATING CHARGE**

#### **5.1 Floating charge**

- (a) The Additional Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of the Additional Chargor.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by the Additional Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above.

### **6. POWERS OF ATTORNEY**

#### **6.1 Security power of attorney**

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney in accordance with the terms set out in Clause 19.1 (*Appointment and powers*) and Clause 19.2 (*Ratification*) of the Debenture.

#### **6.2 Additional Chargors**

The Additional Chargor irrevocably appoints the Parent as its attorney for the purpose of executing a Security Accession Deed relating to any other member of the Group on its behalf.

### **7. NEGATIVE PLEDGE AND RESTRICTION ON DEALINGS**

Except as permitted under the Finance Documents, the Additional Chargor shall not at any time during the Security Period create or permit to subsist any Security over all or any part of its Charged Assets or dispose of or otherwise deal with any part of its Charged Assets.



**8. IMPLIED COVENANTS FOR TITLE**

- 8.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*) or Clause 5 (*Floating charge*).
- 8.2 It shall be implied in respect of Clause 4 (*Fixed Security*) and Clause 5 (*Floating charge*) that the Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

**9. APPLICATION TO HM LAND REGISTRY**

The Additional Chargor consents to an application being made to HM Land Registry to enter the following restriction in the Proprietorship Register of any registered land in England and Wales forming part of the Mortgaged Property mortgaged pursuant to Clause 4.1 (*Mortgage of Real Property*):

"No disposition 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 [ ]\*\* in favour of [ ] referred to in the charges register [or their conveyancer]."

**10. EXTENSION OF POWER OF SALE**

The power of sale or other disposal conferred on the Security Agent and on any Receiver by the Debenture and this Security Accession Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Security Accession Deed.

**11. RESTRICTIONS**

The restrictions contained in sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Security Accession Deed or to the exercise by the Security Agent of its right to consolidate all or any of the Security created by or pursuant to this Security Accession Deed with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Additional Chargor on or at any time after the Security created by or pursuant to this Security Accession Deed has become enforceable in accordance with Clause 13 (*Enforcement of Security*) of the Debenture.

**12. NOTICES**

The Additional Chargor confirms that its address details for notices are as follows:

Address: 112 Magdalen Road, Oxford, Oxfordshire, OX4 1RQ

Fax number: N/A

Attention: Eugene Doyle / Vaughan Lindsay

Email: [REDACTED]

**13. GOVERNING LAW**

This Security Accession Deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

**THIS SECURITY ACCESSION DEED** has been signed by the Security Agent and executed as a deed by the Additional Chargor and the Parent and is delivered by them as a deed on the date stated at the beginning of this Security Accession Deed.

**SCHEDULE 1**  
**Mortgaged Property**

*None at the date of this deed.*

**SCHEDULE 2**  
**Shares and Investments**

*None at the date of this deed.*

**SCHEDULE 3**  
**Intellectual Property**


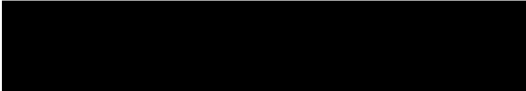
*None at the date of this deed.*

**SCHEDULE 4**  
**Insurance Policies**

<b>Chargor</b>	<b>Issuer</b>	<b>Address</b>	<b>Type of Policy</b>	<b>Policy Number</b>
ClimateCare Oxford Limited	Aviva	No 2116, Registered Office, Pitheavlis, Perth PH2 0NH	Office and Surgery	97OSP3046599



**The Additional Chargor**

**EXECUTED AS A DEED** )  
 )  
by **CLIMATECARE OXFORD** )  
**LIMITED** )

.....		.....	Signature of director
	Eugene Doyle	.....	Name of director
			
.....	Vaughan Lindsay	.....	Name of director

**The Parent**

**EXECUTED AS A DEED** )  
 )  
by **CLIMATECARE MIDCO LIMITED** )

.....		.....	Signature of director
	Eugene Doyle	.....	Name of director
.....		...	Signature of director
	Vaughan Lindsay	.....	Name of director

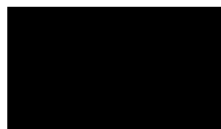


**The Security Agent**

For and on behalf of

**LUCID TRUSTEE SERVICES LIMITED**

By:



Name: Kate Russell

Title: Miss Kate Russell  
Authorised Signatory