



**Registration of a Charge**

Company name: **KINTRA LIMITED**

Company number: **03403304**

Received for Electronic Filing: **13/12/2019**



X8K951WG

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**Details of Charge**

Date of creation: **11/12/2019**

Charge code: **0340 3304 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

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:

**JAMES WILSON ON BEHALF OF DENTONS UK & MIDDLE EAST LLP**



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

Company number: 3403304

Charge code: 0340 3304 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2019 and created by KINTRA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th December 2019 .

Given at Companies House, Cardiff on 16th December 2019

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**

## Supplemental debenture

Dated 11 December 2019

**KINTRA LIMITED**  
(as Chargor)

**THE ROYAL BANK OF SCOTLAND PLC**  
(as Bank)

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## Supplemental Debenture

Dated 11 December 2019

### Between

- (1) **KINTRA LIMITED**, a company incorporated under the laws of England and Wales with registered number 03403304 having its registered office at Cannon Place, 78 Cannon Street, London, EC4N 6AF (the **Chargor**); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, (Company number SC083026) of 36 St. Andrew Square, Edinburgh, Scotland, EH2 2YB (the **Bank**).

### Recitals

- A. This Deed is supplemental to the Existing Debenture.
- B. Pursuant to a ring fencing transfer scheme ordered under Part 7 of the Financial Services and Markets Act 2000 (as amended) on 30 April 2018, The Royal Bank of Scotland plc (registered number SC090312) changed its name to NatWest Markets Plc and was substituted by The Royal Bank of Scotland plc (formerly Adam & Company Plc, registered number SC083026) as Bank under the Existing Debenture.
- C. It is a requirement of the Bank that the Chargor enters into this Deed.

### It is agreed

#### 1 Definitions and interpretation

##### 1.1 Incorporation of Definitions

Terms defined in the Existing Debenture, whether by incorporation or otherwise, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed.

##### 1.2 Additional definitions

In this Deed:

**Existing Debenture** means the debenture dated 13 February 1998 between the Chargor and the Bank.

**Further Contractual Rights** means the Chargor's rights and interests under the agreements described in Schedule 1 (*Agreements containing the Further Contractual Rights*).

##### 1.3 Construction

The principles of construction set out in Clause 1.2 (*Construction*) of the Existing Debenture shall, insofar as the context shall permit, apply to this Deed as if set out in full herein and as if references to the Existing Debenture were references to this Deed.

#### **1.4 Effect of this Deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Bank.

#### **1.5 Third Party Rights**

Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

### **2 Creation of Security – Further Contractual Rights**

#### **Further Contractual Rights**

The Chargor assigns absolutely the Further Contractual Rights.

### **3 Nature of Security created**

The Security created under this Deed is created:

- (a) as a continuing security to secure the payment and discharge of the Chargor's obligations and liabilities to the Bank;
- (b) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Bank; and
- (d) with full title guarantee.

### **4 Security to be included in Debenture**

For the purposes of this Deed and the Existing Debenture and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Bank (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Existing Debenture to the Encumbrance created by or pursuant to the Existing Debenture shall be deemed to include the Encumbrance created by or pursuant to this Deed.

### **5 Further assurance**

#### **5.1 Registration at Companies House**

The Chargor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

#### **5.2 Further action**

Clause 12.2 (*Further Assurance*) of the Existing Debenture shall apply in relation to this Deed.

## **6 Incorporation of Provisions of Existing Debenture**

- 6.1 The parties to this Deed agree that all of the obligations, undertakings, representations and warranties, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Existing Debenture (other than the covenants of, and the creation of the security by the Chargor contained in Clause 3 (*Security*) of the Existing Debenture) shall be deemed to be incorporated and repeated in this Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Creation of Security – Further Contractual Rights*) (except in so far as they are inconsistent with the terms of this Deed).
- 6.2 The Existing Debenture and this Deed shall be read and construed together as one document and any reference in the Existing Debenture to “this Deed” shall be read as a reference to the Existing Debenture as further supplemented by this Deed.

## **7 Notice of assignment**

The Chargor shall, immediately after execution of this Deed, serve notice of the assignment under this Deed substantially in the form set out in Schedule 2 (*Form of notice of assignment*) on each counterparty to the agreements described in Schedule 1 (*Agreements containing the Further Contractual Rights*).

## **8 Costs and Expenses**

The costs and expenses incurred by the Bank relating to this Deed shall be met by the Chargor.

## **9 General**

- 9.1 This Deed is a Finance Document (as defined in the Loan Agreement) and the Existing Debenture shall continue in full force and effect as supplemented by this Deed.
- 9.2 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.
- 9.3 English law governs this Deed, its interpretation and any non-contractual obligations arising from or connected with it.

**Executed** as a deed and delivered on the date appearing at the beginning of this Deed.



## Schedule 1 – Agreements containing the Further Contractual Rights

Agreement	Date		Parties
Settlement Agreement	11 December	2019	Kintra Limited and Aneurin Bevan University Health Board
Settlement Agreement	12 December	2019	Kintra Limited, OCS Group Limited and The Royal Bank of Scotland plc

## Schedule 2– Form of notice of assignment

To: The Directors  
\*\* [name and address of counterparty]

\*\* [date]

Dear Sirs,

\*\* [Insert name of agreement containing the Further Contractual Rights] (the Contract)

1 We give you notice that by a Supplemental Debenture dated \*\*, we assigned to [The Royal Bank of Scotland plc] all our right, title, interest and benefit in and to the Contract.

2 Please sign and return the enclosed copy of this notice to confirm that you:

- (a) agree to the terms of this notice and to act in accordance with its provisions;
- (b) have not received notice that we have assigned our rights under the Contract to a third party or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Contract.

3 The provisions of this notice are governed by English law.

Please return one copy of this notice endorsed with your acknowledgement of the assignment to \*\* at \*\* (for the attention of \*\* ).

Yours faithfully,

For and on behalf of  
Kintra Limited

We acknowledge receipt of this letter and confirm the matters set out in paragraph 2.

SIGNED for and on behalf of

\*\*

\*\* [date]

Executed as a deed by  
Kintra Limited acting by a  
director in the presence of:

)  
)  
)



PETER SHIELD/LAKE

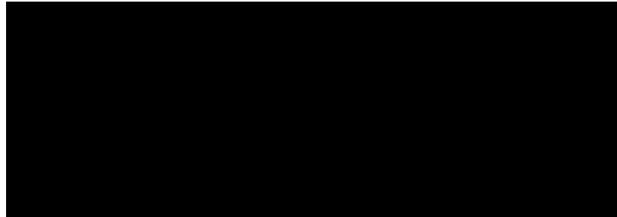
Signature of witness:



Name of witness:

B. CHAPMAN

Address



Signed for and on behalf of  
The Royal Bank of  
Scotland Plc

)  
)  
)

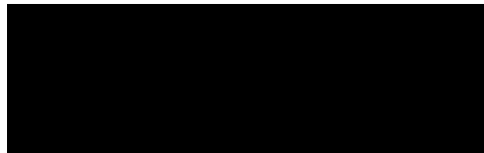
Executed as a deed by )  
Kintra Limited acting by a )  
director in the presence of: )

Signature of witness: .....

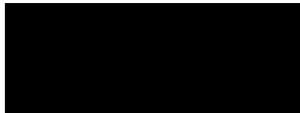
Name of witness: .....

Address .....  
.....  
.....

Signed for and on behalf of )  
The Royal Bank of )  
Scotland Plc )



WITNESS



SHIVANKIT HORA