



Registration of a Charge

Company Name: **MEDIVET GROUP LIMITED**

Company Number: **03481736**



XAY04D2H

Received for filing in Electronic Format on the: **17/02/2022**

Details of Charge

Date of creation: **16/02/2022**

Charge code: **0348 1736 0015**

Persons entitled: **GLAS TRUST CORPORATION 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: **LEBOGANG LATAKGOMO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3481736

Charge code: 0348 1736 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2022 and created by MEDIVET GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2022 .

Given at Companies House, Cardiff on 18th February 2022

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 dated 16 February 2022 and made

BETWEEN:

- (1) THE ENTITIES listed in Schedule 1 (*New Chargors*) as the new chargors (each a “New Chargor”); and
- (2) GLAS TRUST CORPORATION LIMITED as security trustee for itself and the other Secured Parties (the “Security Agent”).

RECITAL:

This deed is supplemental to a debenture dated 15 October 2021 between, amongst others, the Original Chargors named therein and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (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

Clause 1.2 (*Construction*) 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” and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGORS

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

Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent (as security agent for the Secured Parties) that it shall pay or discharge the Secured Obligations in the manner provided for in the Debt Documents.

3. CREATION OF SECURITY

3.1 Investments

Each New Chargor charges by way of a first fixed charge its interest in all Investments owned by it or held by any nominee on its behalf.

3.2 Intra-Group Loan Agreements

Each New Chargor assigns by way of security absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest in respect of any material Intra-Group Loan owed by any Obligor to that New Chargor, including all amounts which that New Chargor may receive or has received under any material Intra-Group Loan Agreement.

3.3 Bank accounts and credit balances

Each New Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Account and the debt represented by it.

3.4 Floating Charge

- (a) Subject to clause 2.7 (*Property Excluded from Security*) of the Debenture, each New Chargor charges by way of a first floating charge all its assets, undertakings and rights.
- (b) The floating charge created by this Clause 3.4 (*Floating Charge*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4. NEGATIVE PLEDGE

Each New Chargor will not create or agree to create or permit to subsist any security or Quasi-Security on or over the whole or any part of its undertaking or assets (present or future) except as permitted under the terms of the Debt Documents.

5. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) 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” and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

6. DESIGNATION AS A FINANCE DOCUMENT

This deed is designated as a Finance Document.

7. 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.

8. GOVERNING LAW AND ENFORCEMENT

- (a) This deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed) or any non-contractual obligations arising out of or in connection with this deed (a “Dispute”).

- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been entered into as a deed on the date stated at the beginning of this deed.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by)
MEDIVET GROUP)
HOLDINGS LIMITED)

Signature of Director

Name of Director

Bart Borms

in the presence of

Signature of witness

Name of witness

Address of witness

Gill Miller

Executive Assistant to CFO

Occupation of witness

Notice Details

Address:

Unit 4 Mowat Industrial Estate

Watford

United Kingdom

WD24 7UY

Email:

bart.borms@medivet.co.uk

Attention:

Bart Borms

EXECUTED as a DEED by)
MEDIVET GROUP)
LIMITED)

Signature of Director

Name of Director

in the presence of

Signature of witness

Name of witness

Address of witness

Gill Miller

Executive Assistant to CFO

Occupation of witness

Notice Details

Address:

Unit 4 Mowat Industrial Estate

Watford

United Kingdom

WD24 7UY

Email:

bart.borms@medivet.co.uk

Attention:

Bart Borms

THE SECURITY AGENT

For and on behalf of

GLAS TRUST CORPORATION LIMITED

By:

A large black rectangular redaction box covering the signature area.

Name: Steve Wright

Title: Senior Transaction Manager

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

NEW CHARGORS

Name	Jurisdiction	Registered Number
Medivet Group Holdings Limited	England and Wales	12359612
Medivet Group Limited	England and Wales	03481736

SCHEDULE 2

SHARES

New Chargor	Relevant Company	Number and Class of Shares
Medivet Group Holdings Limited	Medivet Group Limited	1,927,913,850 Ordinary shares of £0.01

SCHEDULE 3
BANK ACCOUNTS

Name of New Chargor	Account Bank	SWIFT / BIC	IBAN
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		
Medivet Group Limited	HSBC		

SCHEDULE 4

INTRA-GROUP LOAN AGREEMENTS

Name of New Chargor	Intra-Group Debtor	Amount (€)
Medivet Group Limited	Medivet Group Holdings Limited	19,800,000