



**Registration of a Charge**

Company Name: **THE ENVIRONMENTAL LABORATORY LIMITED**

Company Number: **03882193**



Received for filing in Electronic Format on the: **02/08/2021**

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**Details of Charge**

Date of creation: **30/07/2021**

Charge code: **0388 2193 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

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: **KISHAN MATHY**



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

Company number: 3882193

Charge code: 0388 2193 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2021 and created by THE ENVIRONMENTAL LABORATORY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2021 .

Given at Companies House, Cardiff on 4th August 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

## Accession Deed to a Security Agreement

This Deed is made on 30 July 2021

### Between

- (1) The Environmental Laboratory Limited (registered in England with number: 03882193) and i2LResearch Ltd (registered in England with number: 02926939) (together, the **Acceding Chargors**); and
- (2) GLAS Trust Corporation Limited as security trustee for the Secured Parties (**Security Agent**).

### Whereas

- (A) This Deed is supplemental to a debenture dated 18 July 2019 between, inter alia, Meritas Group Holdings Limited (formerly known as Aghoco 1503 Limited), the Chargors (set out therein) and the Security Agent (**Debenture**).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession.

### 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, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in Schedule 2 (*Subsidiary 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 Agreement*), 1.7 (*Personal Liability*) and 1.8 (*Conflict with the Facilities Agreement*) 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 CHARGOR

### 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 Obligations when they become due for payment and discharge.

**2.3 Charging provisions**

All Security created by a Chargor under Clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of each Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

**2.4 First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the properties described in Schedule 1 (*Properties*) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

**2.5 Assignments**

- (a) Each Acceding Chargor assigns:
  - (i) The Relevant Agreements described in Schedule 3 (*Relevant Agreements*) to this Deed; and
  - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this Clause 2.5, prior to the occurrence of a Declared Default which is continuing, each 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.

**2.6 First fixed charges**

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any Secured 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, and in each case, the Premises and Fixtures on each such Secured Property);
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (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, equipment and tools and any removals or replacement of them, (together the **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 Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;

- (g) all book and other debts due to each Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by each Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Material Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) 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;
- (m) to the extent that any assignment in Clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

#### 2.7 **Floating charge**

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 2.4, 2.5 or 2.6.

#### 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 appoints the Security Agent, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on each Acceding Chargor by this Deed; and/or
- (b) enabling the Security Agent or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Secured Assets).

4.2 Each Acceding Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 4.1 (*Security Power of Attorney*).

4.3 The powers granted to the Security Agent under Clause 4.1 (*Security Power of Attorney*) above shall only be exercisable by the Security Agent following the occurrence of a Declared Default or the failure of a Chargor to comply with Clause 7 (*Further assurance*) of the Debenture.

**5. NOTICES**

The Acceding Chargors confirm that their address details for notices in relation to Clause 23 (Notices) of the Debenture are as follows:

Address: Coopers Bridge, Braziers Lane, Winkfield, Berkshire, United Kingdom, RG42 6NS

Email: [Mat.Hanson@cawoodscientific.uk.com](mailto:Mat.Hanson@cawoodscientific.uk.com)

Attention: Mat Hanson

**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 33 (*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 entered into as a deed on the date given at the beginning of this Deed.

**SCHEDULE 1  
PROPERTIES**

<b>i2L Research Ltd</b>				
<b>Description</b>	<b>Date</b>	<b>Parties</b>	<b>Term</b>	<b>Existing use</b>
Thoburns Plant World, Daisy Hill, Consett, DH8 6SB.  Freehold registered under title number DU161867	N/A	N/A	N/A	Business premises
Lease of units 9, 10, 11, 12 & 13 Building 2, Cardiff Business Technology Centre 2, Cardiff Business Park, Wentloog, Cardiff	10/11/2020	(1) Cardiff City Council (2) i2L Research Limited	5 years	Business premises
Rental of Mare de Deu de Montserrat 30, Cornellà del Terri, Girona, Spain	1/9/2019	(1) Manso-Terradas SL (2) i2L Research Spain SL	10 years	Business premises
Pla de Vilamarí s/n, Vilademuis, Girona, Spain	21/6/2020	(1) Agropecuaria Juïgues SL (2) i2L Research Spain SL	3 months	Business premises
Lease of 1430 John Ave, Suites L-M, Baltimore, Maryland, USA	30/03/2016	(1) 1420 John Avenue LLC (2) i2L Research USA Inc	10 years, 4 months	Business premises

Rental of Unit on the 3 <sup>rd</sup> floor of Jihočeský vědeckotechnický park Etapa IIA” in Lipová Street, České Budějovice	30/01/2015	(1) Jihočeský Vědeckotechnický Park A.S. (2) i2L Research Europe SRO	8 years	Business premises
<b>The Environmental Laboratory Limited</b>				
Unit A2, Windmill Road, Ponswood Industrial Estate, St Leonards on Sea, East Sussex, TN38 9BY Unregistered land	18 February 2009	(1) Offerfair Limited (2) The Environmental Laboratory Limited	3 years	Business premises

**SCHEDULE 2  
SUBSIDIARY SHARES**

<b>Shareholder</b>	<b>Name and registered number of Subsidiary</b>	<b>Number and class of shares</b>
i2LResearch Ltd	i2L Research USA, Inc (D14849715, Maryland)	100 shares of common stock at \$1
i2LResearch Ltd	i2L Research Spain SL (ES B55352140, Girona (Spain))	9,000 ordinary A shares of €1 each
i2LResearch Ltd	i2L Research Europe s.r.o. (07667515, Czech Republic)	100,000 shares
i2L Research Europe s.r.o.	i2L South East S.R.L. (J35/1549/2019, Romania)	1000

**SCHEDULE 3**  
**RELEVANT AGREEMENTS**

None as at the date of this Deed.

**SIGNATURES TO THE SECURITY DEED OF ACCESSION**

**The Acceding Chargors**

Executed as a deed by )  
**THE ENVIRONMENTAL LABORATORY** )  
**LIMITED** )  
 acting by a director: )  
 Simon Parrington ) **Director**  
 ..... )  
 in the presence of: )

DocuSigned by:  
 [Redacted Signature]  
 -----6ED14C0DE9F1488.....

Name of witness: **Mrs Nadine Parrington**  
 (in BLOCK CAPITALS) .....

Signature of witness: [Redacted Signature]  
 -----52GFA63ED263492.....

Address: **202 Finchampstead Road**  
 .....  
**wokingham, RG40 3HB**  
 .....

Occupation: **Speech Therapist**  
 .....

Executed as a deed by )  
**i2LRESEARCH LTD** )  
 acting by a director: )  
 Simon Parrington ) **Director**  
 ..... )  
 in the presence of: )

DocuSigned by:  
 [Redacted Signature]  
 -----6ED14C0DE9F1488.....

Name of witness: **Mrs Nadine Parrington**  
 (in BLOCK CAPITALS) .....

Signature of witness: [Redacted Signature]  
 -----52GFA63ED263482.....

Address: **202 Finchampstead Road**  
 .....  
**wokingham, RG40 3HB**  
 .....

Occupation: **Speech Therapist**  
 .....

**The Security Agent**

Signed by )  
**GLAS TRUST CORPORATION LIMITED** )  
acting by: )  
Emma Batchelor )  
..... )

DocuSigned by:  
  
.....E61E83E3AF4B438.....  
Authorised signatory