



**Registration of a Charge**

Company Name: **CRISPIN ORTHOTICS LTD**

Company Number: **04766565**



XBXJV64W

Received for filing in Electronic Format on the: **17/02/2023**

**Details of Charge**

Date of creation: **15/02/2023**

Charge code: **0476 6565 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

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 WHICH HAS BEEN SIGNED ELECTRONICALLY BY THE PARTIES THERETO.**

Certified by:

**DECHERT LLP**



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

Company number: 4766565

Charge code: 0476 6565 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th February 2023 and created by CRISPIN ORTHOTICS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2023 .

Given at Companies House, Cardiff on 21st February 2023

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

**THIS ACCESSION DEED** is made on 15 February 2023

### BETWEEN

- (1) **EACH COMPANY** listed in Schedule 1 (each an "**Acceding Company**");
- (2) **ASTRA MIDCO LIMITED** (the "**Parent**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** (as Security Agent for the Secured Parties (as defined below)) (the "**Security Agent**").

### BACKGROUND

This Accession Deed is supplemental to a debenture dated 05 November 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "**Debenture**").

### IT IS AGREED:

#### 1. DEFINITIONS AND INTERPRETATION

(a) **Definitions**

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

#### 2. ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2.1 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Material Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
  - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
  - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment (subject to a proviso for reassignment on redemption) the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is

beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

**3. CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

**4. THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

**5. NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

**6. COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

**7. GOVERNING LAW**

This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**IN WITNESS** of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

**SCHEDULE 1**

**To the Accession Deed**

**The Acceding Companies**

<b>Company name</b>	<b>Registered number</b>	<b>Registered office</b>
<b>Crispin Orthotics Ltd</b>	<b>04766565</b>	<b>Ability House, 21 Nuffield Way, Abingdon, Oxfordshire, England, OX14 1RL</b>
<b>Proactive Prosthetics Limited</b>	<b>04225933</b>	<b>Ability House, 21 Nuffield Way, Abingdon, Oxfordshire, England, OX14 1RL</b>
<b>Thaxter Holdings Limited</b>	<b>11914334</b>	<b>Ability House, 21 Nuffield Way, Abingdon, Oxfordshire, England, OX14 1RL</b>

**SCHEDULE 2****To the Accession Deed****Details of Security Assets owned by the Acceding Companies****Part A Material Property**

<b>Registered land</b>
<i>None at the date of this Deed</i>
<b>Unregistered land</b>
<i>None at the date of this Deed</i>

**Part B Charged Securities**

<b>Acceding Company</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Thaxter Holdings Limited	Crispin Orthotics Limited	Ordinary Shares	100	GBP 100

**Part C Charged Accounts**

<b>Collection Accounts</b>			
<b>Account Holder</b>	<b>Account Number</b>	<b>Account Bank</b>	<b>Account bank branch address and sort code</b>
Crispin Orthotics Ltd	██████09	National Westminster Bank plc	NatWest Morley Branch, Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT Sort code: ██████
Crispin Orthotics Ltd	██████96	National Westminster Bank plc	Natwest Morley Branch, Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT Sort code: ██████
Crispin Orthotics Ltd	██████68	HSBC UK Bank plc	HSBC, 26 Broad St, Berks. Reading, RG1 2BU Sort code: ██████



Proactive Prosthetics Limited	██████65	HSBC UK Bank plc	HSBC, 26 Broad St, Berks. Reading, RG1 2BU Sort code: ██████
Proactive Prosthetics Limited	██████46	Barclays Bank UK plc	Barclays Guildford Friary, Leicester, Leicestershire, LE87, 2BB Sort code: ██████
Thaxter Holdings Limited	██████59	National Westminster Bank plc	NatWest Morley Branch, Chatham Customer Service Centre, Western Avenue, Waterside Court, Chatham Maritime, Chatham, Kent, ME4, 4RT Sort code: ██████

**Part D Intellectual Property**

Part D1 Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
<i>None at the date of this Deed</i>				

Part D2 Patents		
Proprietor/ADP number	Patent number	Description
<i>None at the date of this Deed</i>		

**Part E Relevant Contracts**

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None at the date of this Deed</i>			

**Part F Insurances**

Acceding Company	Insurer	Policy number
Proactive Prosthetics Limited	Hiscox Insurance Company Limited	PL-PSC10001135823/00 (Combined Liability and Medical Malpractice)

Proactive Prosthetics Limited	Hiscox Insurance Company Limited	PL-PSC10001135823/06 (Public and Products Liability)
Proactive Prosthetics Limited	Direct Line Insurance Limited	1015111071 (Motor Insurance – Tesla – LF21YNM)
Proactive Prosthetics Limited	Allianz Insurance plc	14/SZ/29285933/03 (Commercial Combined)
Proactive Prosthetics Limited	Allianz Insurance plc	14/FL/13604325/03 (Complete Cargo)
Proactive Prosthetics Limited	Allianz Insurance plc	9002528876/514023/2/QNB (Commercial Combined)
Proactive Prosthetics Limited	Hiscox Insurance Company Limited	PL-PSC10001135823/09 (Medical Malpractice and Crisis Containment)
Proactive Prosthetics Limited	Hiscox Insurance Company Limited	PL-PSC10001135823/08 (Medical Malpractice and Crisis Containment)
Proactive Prosthetics Limited	Lorega Limited	13717844 (Commercial Loss Recovery)
Crispin Orthotics Ltd	Allianz Insurance plc	27/CX/25511728/02 (Motor Fleet: Peugeot YE20 XUX – Volvo T44XTR – Porsche MRT166 – Seat PL20BAA – Peugeot BD21UWZ)
Crispin Orthotics Ltd	Allianz Insurance plc	11/CX/25511728/02 (Motor Fleet)
Crispin Orthotics Ltd	AXA XL Insurance Company UK Limited in association with DUAL Asset	CP-PIB-3NDKWT55C (Commercial Real Estate – England and Wales)
Crispin Orthotics Ltd	AXA XL Insurance Company UK Limited in association with DUAL Asset	CP-PIB-3AXKMF9N4 (Commercial Real Estate – England and Wales)

**EXECUTION PAGES OF THE ACCESSION DEED**

**THE ACCEDING COMPANIES**

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **CRISPIN** )  
**ORTHOTICS LTD** acting by: )

Director

Alexander Peter Marek Rudzinski

Director

Lisa Marie Moore

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **PROACTIVE** )  
**PROSTHETICS LIMITED** acting by: )

Director

Alexander Peter Marek Rudzinski

Director

Lisa Marie Moore

Executed as a deed, but not delivered until the )  
first date specified on page 1, by **THAXTER** )  
**HOLDINGS LIMITED** acting by: )

Director

Alexander Peter Marek Rudzinski

Director

Lisa Marie Moore

THE PARENT

Signed by  
ASTRA MIDCO LIMITED

)  
)  
)



Director      Richard Oliver Hoenich

Title      partner

**Address:**      Ability House, 21 Nuffield Way, Abingdon, Oxfordshire, England, OX14 1RL

**Email:**      oliver.hoenich@gsquarecapital.com / laurent.ganem@gsquarecapital.com

**Attention:**      Richard Oliver Hoenich / Laurent Ganem

**THE SECURITY AGENT**

Signed by Gilda Cara for )  
and on behalf of GLAS TRUST )  
**CORPORATION LIMITED** as **SECURITY** )  
**AGENT:** )

Signature



Title Senior Transaction Manager

**Address:** 55 Ludgate Hill, Level 1 West, London EC4M 7JW

**Attention:** Transaction Management Group / Astra Bidco Limited

**Email:** [tmg@glas.agency](mailto:tmg@glas.agency)