



Registration of a Charge

Company name: **IDIS GROUP HOLDINGS LIMITED**

Company number: **05390347**

Received for Electronic Filing: **18/05/2015**



X47P3S84

Details of Charge

Date of creation: **13/05/2015**

Charge code: **0539 0347 0004**

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.

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5390347

Charge code: 0539 0347 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2015 and created by IDIS GROUP HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th May 2015 .

Given at Companies House, Cardiff on 19th May 2015

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

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on 13 May 2015

BETWEEN:-

- (1) **IDIS GROUP HOLDINGS LIMITED** (the "New Chargor"), (company number 05390347) a company incorporated in England or Wales whose registered office is at Idis House, Churchfield Road, Weybridge, Surrey, KT13 8DB;
- (2) **CLINIGEN GROUP PLC** (the "Company") (company number 06771928) for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Company.
- (B) The Company has entered into a deed dated 24 April 2015 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") between the Company, each of the companies named in the Debenture as Chargors, and The Royal Bank of Scotland plc as agent and security agent for the Finance Parties.
- (C) The New Chargor at the request of the Company and in consideration of the Finance Parties making or continuing to make facilities available to the Company or any other member of its group and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and security agent for the Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*);
- 3.3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*);
- 3.4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*); and
- 3.5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*).

4. EFFECT ON DEBENTURE

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

5. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1
DETAILS OF LAND

Title Number	Description	Chargor
Intentionally left blank	Intentionally left blank	Intentionally left blank

SCHEDULE 2
DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Idis Group Limited	1,374,345 ordinary shares	Idis Group Holdings Limited

SCHEDULE 3
DETAILS OF MATERIAL INSURANCES

Intentionally left blank

SCHEDULE 4
DETAILS OF INTELLECTUAL PROPERTY


Intentionally left blank

SCHEDULE 5
DETAILS OF SPECIFIC CONTRACTS

Intentionally left blank


EXECUTED as a Deed by
CLINIGEN GROUP PLC acting by two)
Directors or a Director)
and its Secretary:-)
)
)

Director 

Director/Secretary 

EXECUTED as a Deed by
IDIS GROUP HOLDINGS LIMITED acting by)
two Directors or a Director)
and its Secretary:-)
)
)

Director 

Director/Secretary 

SIGNED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC as)
Security Agent)