



Registration of a Charge

Company name: **GLOBAL GROUP (UK) LTD**

Company number: **05916550**



X8561QDL

Received for Electronic Filing: **10/05/2019**

Details of Charge

Date of creation: **02/05/2019**

Charge code: **0591 6550 0002**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT).**

Brief description: **N/A**

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:

HARRIET MCRAE, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5916550

Charge code: 0591 6550 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2019 and created by GLOBAL GROUP (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2019 .

Given at Companies House, Cardiff on 13th May 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**



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DEBENTURE ACCESSION DEED

DATE 9/5/19
SIGNED [Signature]
DLA PIPER UK LLP

THIS ACCESSION DEED is made on

2 May 2019

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) IMPELLAM GROUP PLC (the "Company"); and
- (3) BARCLAYS BANK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 6 November 2015 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 (*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 Material Property (if any) vested in or charged to the Acceding Company;
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 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 and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property;
- (v) by way of absolute assignment the Relevant Contracts, 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 the Insurances, 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) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets owned by the Acceding Companies*);
- (ii) the Charged Securities listed in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to the Accession Deed constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) part 1 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 Company (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 Company 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 Company.

SCHEDULE 1: THE ACCEDING COMPANIES

Company name	Registered number	Registered office
Celsian Group Limited	04284822	800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3BA
Chadwick Nott (Holdings) Limited	02999657	800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3BA
Global Group (UK) Ltd	05916550	800 The Boulevard Capability Green, Luton, Bedfordshire, England, LU1 3BA

SCHEDULE 2: DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING COMPANIES

Part 1 - Real Property

Registered land				
[Acceding Company]	Address	Administrative Area		Title number
None at the date of this Accession Deed.				
Unregistered land				
[Acceding Company]	Address	Document describing the Real Property		
		Date	Document	Parties
None at the date of this Accession Deed.				

Part 2 - Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Global Group (UK) Ltd	Global Medics Limited (04444302)	Ordinary	One (1)	One (1) Ordinary £1 share
Global Group (UK) Ltd	Litmus Managed Solutions Ltd (08674486)	Ordinary	One (1)	One (1) Ordinary £1 share

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 **CELSIAN**)
GROUP LIMITED acting by: Rebecca Watson

Director

Witness signature

Witness name:

Witness address:

[Redacted]
[Redacted]
Joanne Sherwood-Smith

Joanne Sherwood-Smith
[Redacted]

Address: 9 Devonshire Square, London, EC2M
4YD

Email:

Attention: Rebecca Watson

Executed as a deed, but not delivered until the)
first date specified on page 1, by **CHADWICK**)
NOTT (HOLDINGS) LIMITED acting by: Rebecca Watson

Director

Witness signature

Witness name:

Witness address:

[Redacted]
[Redacted]
Joanne Sherwood-Smith

Joanne Sherwood-Smith
[Redacted]

Address: 9 Devonshire Square, London, EC2M
4YD

Email:

Attention: Rebecca Watson

Executed as a deed, but not delivered until the)
first date specified on page 1, by GLOBAL)
GROUP (UK) LTD acting by: REBECCA WATSON

Director

Witness signature

Witness name:

Witness address:

[Redacted signature]

[Redacted signature]

Joanne Sherwood-Smith

[Redacted address]

Address: 9 Devonshire Square, London, EC2M
4YD

Email:

[Redacted email]

Attention: Rebecca Watson

THE COMPANY

Executed as a deed, but not delivered until the)
first date specified on page 1, by IMPELLAM)
GROUP PLC acting by: REBECCA WATSON

Director

Witness signature

Witness name:

Witness address:

[Redacted signature]

[Redacted signature]

Joanne Sherwood-Smith

[Redacted address]

Address: 9 Devonshire Square, London, EC2M
4YD

Email:

[Redacted email]

Attention: Rebecca Watson

THE SECURITY AGENT

Ashley Jay

Signed by _____ **Vice President** for)
and on behalf of **BARCLAYS BANK PLC:**)
)

Signature

Address: 1 Churchill Place, London,
E14 5HP

Facsimile No:

Attention: Head of Loans Agency