



Registration of a Charge

Company Name: **PIONEER HEALTHCARE LIMITED**

Company Number: **06370599**



XBXBPKB3

Received for filing in Electronic Format on the: **14/02/2023**

Details of Charge

Date of creation: **09/02/2023**

Charge code: **0637 0599 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **NONE.**

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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6370599

Charge code: 0637 0599 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2023 and created by PIONEER HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th February 2023 .

Given at Companies House, Cardiff on 15th 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**

Security Accession Deed

Dated 9 February 2023

Between

- (1) **Pioneer Healthcare Limited**, a company incorporated under the laws of England and Wales with registered number 06370599 (the **New Chargor**);
- (2) **Totally PLC**, a company incorporated under the laws of England and Wales with registered number 03870101 (the **Parent**); and
- (3) **National Westminster Bank Plc** as trustee for itself and the Secured Parties (the **Security Agent**).

Recitals

This deed is supplemental to a debenture dated 26 November 2021 between, among others, the Parent, the Chargors named in it and the Security Agent (as supplemented and amended from time to time, the **Debenture**).

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 Accession of New Chargor

The 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 except that:

- (a) where any representation or obligation of the Chargors in the Debenture applies on, or by reference to, the date of the Debenture, that representation or obligation shall, for the New Chargor, apply on, or by reference to, the date of this Deed instead;
- (b) where any representation or obligation of the Chargors in the Debenture refers to information in Schedule 2 (*Land*), Schedule 3 (*Shares*) or Schedule 7 (*Current Accounts*) of the Debenture, for the New Chargor that representation or obligation shall be deemed to refer to the information in the equivalent Schedule of this Deed; and
- (c) where any term of the Debenture (including any form of notice in the Debenture) refers to Security created under the Debenture, for the New Chargor, that term shall be deemed to refer to Security created under this Deed.

3 Creation of Security

The New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the Debenture provided that:

- (a) the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- (b) the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*);
- (c) the Controlled Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Controlled Accounts*);
- (d) the Current Accounts of the New Chargor are those set out in Schedule 4 (*Current Accounts*); and
- (e) the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 5 (*Assigned Agreements*).

4 No default

The Parent confirms that no Default is continuing or will occur as a result of the New Chargor becoming a Chargor.

5 Law

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1 – Land

None

Schedule 2 – Shares

None

Schedule 3 – Controlled Accounts

None

Schedule 4 – Current Accounts

Bank – HSBC UK Bank Plc

Account Name –

Account Number

Sort Code –

Schedule 5 – Assigned Agreements

None

Signatories to Security Accession Deed

New Chargor

Executed as a deed by
Pioneer Healthcare Limited acting by a
director in the presence of:

) [Redacted] Lisa Barter-Ng
)
) Director [Redacted]

Signature of witness:
Name of witness:
Address:

..... Sharon Gilbank
.....
[Redacted]
.....
.....

Parent

Executed as a deed by
TOTALLY PLC acting by a
director in the presence of:

) [Redacted] Lisa Barter-Ng
)
) Director [Redacted]

Signature of witness:
Name of witness:
Address:

..... Sharon Gilbank
.....
[Redacted]
.....
.....

Security Agent

Executed for and on behalf of
National Westminster Bank Plc

) [Redacted] Oliver McCollum
)