



Registration of a Charge

Company Name: **OOMPH WELLNESS LIMITED**

Company Number: **07608774**



XBX8XKP7

Received for filing in Electronic Format on the: **13/02/2023**

Details of Charge

Date of creation: **31/01/2023**

Charge code: **0760 8774 0001**

Persons entitled: **SILICON VALLEY BANK UK LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **THE TRADE-MARKS WITH NUMBERS 011645835, UK00911645835 AND UK00003283627 LISTED IN PART 4 OF SCHEDULE 2 IN THE INSTRUMENT. PLEASE SEE THE INSTRUMENT FOR FURTHER DETAILS.**

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 S859G OF THE COMPANIES ACT 2006, THIS IS A TRUE, COMPLETE AND CORRECT COPY OF THE ELECTRONICALLY EXECUTED ORIGINAL INSTRUMENT**

Certified by:

LUCIA BARRETTO, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7608774

Charge code: 0760 8774 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2023 and created by OOMPH WELLNESS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2023 .

Given at Companies House, Cardiff on 14th 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**

London, 1 February 2023

I certify that, save for the material redacted pursuant to s 859G of the Companies Act 2006, this is a true, complete and correct copy of the electronically executed original instrument.

Security Accession Deed

Jue Barlett

Solicitor

DLA Piper UK LLP

EXECUTION VERSION**This Accession Deed** is made on

31 January

2023

Parties

- (1) Each Company listed in Schedule 1 (each an **Acceding Company**);
- (2) **Project Polar Topco Limited** (the **Parent**); and
- (3) **Silicon Valley Bank UK Limited** (as Security Agent for the Secured Parties (as defined below)) (the **Security Agent**).

Background

This Accession Deed is supplemental to a debenture dated 29 September 2022 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.

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(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 6 (*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 Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part 1 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 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 Charged Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 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 Material Intellectual Property (including, without limitation, the Material Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 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 the Insurances (including, without limitation, those specified against its name in Part 6 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) 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*);
- (ii) the Charged Securities listed in Part 2 of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the

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entire share capital owned by each Acceding Company in the relevant company; and

- (iii) Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Material Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to clause 24.3 (*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.

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Schedule 1 to the Accession Deed

The Acceding Companies

Company name	Registered number	Registered office
Oomph Wellness Limited	07608774	1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY
Oomph Wellness Training Limited	08603448	1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY
Oomph Out and About Limited	10506523	1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY
Oomph Transport Limited	13777981	1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY

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Schedule 2 to the Accession Deed

Details of Security Assets owned by the Acceding Companies

Part 1 Material Real Property

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

Part 2 Charged Securities

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Oomph Wellness Limited	Oomph Wellness Training Limited	Ordinary shares	100	100 ordinary shares of £1.00 each
	Oomph Out and About Limited	Ordinary shares	100	100 ordinary shares of £1.00 each
	Oomph Transport Limited	Ordinary shares	1	1 ordinary share of £1.00 each

Part 3 Charged Accounts

Charged Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Oomph Wellness Limited (Current Account)	██████13	Santander UK plc	██████

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Charged Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Oomph Wellness Limited (Sport England Current Account)	██████46	Santander UK plc	██████
Oomph Wellness Training Limited (Current Account)	██████46	Santander UK plc	██████
Oomph Wellness Training Limited (Corporate Bonus)	██████59	Santander UK plc	██████
Oomph Out and About Limited (Current Account)	██████17	Santander UK plc	██████

Part 4 Material Intellectual Property

Part 4A Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Oomph Wellness Limited	011645835	European Union	Class 28, 41 and 44	Oomph (word)
Oomph Wellness Limited	UK00911645835	United Kingdom	Class 28, 41 and 44	Oomph (word)
Oomph Wellness Limited	UK00003283627	United Kingdom	Class 16, 25, 28, 35, 39, 41, 42, 43, 44	Oomph! (figurative)

Part 4B Patents		
Proprietor/ADP number	Patent number	Description
None as at the date of this Deed.		

Part 5 Relevant Contracts

Chargor	Date of Contract	Parties to Contract	Details of contract
None as at the date of this Deed.			

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Part 6 Insurances



Acceding Company	Insurer	Policy number
None as at the date of this Deed.		


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Signature Pages of the Accession Deed

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first)
date specified on page 1, by **OOMPH WELLNESS**)
LIMITED acting by two directors:)

Director 
Director 

Address: 1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY
Email: 
Attention: Jonathan Papworth

EXECUTION VERSION

Executed as a deed, but not delivered until the first)
date specified on page 1, by **OOMPH WELLNESS**)
TRAINING LIMITED acting by two directors:)

Director 

Director 

Address: 1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY

Email: 

Attention: Jonathan Papworth

EXECUTION VERSION

Executed as a deed, but not delivered until the first)
date specified on page 1, by **OOMPH OUT AND**)
ABOUT LIMITED acting by two directors:)

Director 

Director 

Address: 1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY

Email: 

Attention: Jonathan Papworth

EXECUTION VERSION

Executed as a deed, but not delivered until the first)
date specified on page 1, by **OOMPH TRANSPORT**)
LIMITED acting by two directors)

Director

[Redacted Signature]

Director

[Redacted Signature]

Address: 1 Bell Court, Leapale Lane, Guildford, England, GU1 4LY

Email: [Redacted Email Address]

Attention: Jonathan Papworth

EXECUTION VERSION

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by **PROJECT POLAR**)
TOPCO LIMITED acting by two directors:)

Director 

Director 

Address: 30 New Road, Brighton, East Sussex, United Kingdom, BN1 1BN

Email: 

Attention: Chris Woolley

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THE SECURITY AGENT

Signed by Suraj Mistry for and)
on behalf of **SILICON VALLEY BANK UK**)
LIMITED:)

Signature

_____

Address: Alphabeta, 14-18 Finsbury Square, London EC2A 1BR

Email:



Attention: Andy De Vaux

