



Registration of a Charge

Company Name: **D R GUPPY LIMITED**

Company Number: **07677241**



XBYAMU3N

Received for filing in Electronic Format on the: **28/02/2023**

Details of Charge

Date of creation: **24/02/2023**

Charge code: **0767 7241 0005**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7677241

Charge code: 0767 7241 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2023 and created by D R GUPPY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2023 .

Given at Companies House, Cardiff on 1st March 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

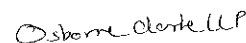


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated this 28 February 2023

Debenture Accession Deed

Signed

**This Accession Deed** is made on 24 February 2023Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**Between:**

- (1) **CEDAR DENTAL CARE II LIMITED** (registration number 13811185 with registered address: Devonshire House Office 129, Wade Road, Basingstoke, Hampshire, England, RG24 8PE), **WORLD OF MOUTH LIMITED** (registration number 07163592 with registered address: Devonshire House Office 129, Wade Road, Basingstoke, Hampshire, England, RG24 8PE), and **D R GUPPY LIMITED** (registration number 07677241 with registered address: Devonshire House Office 129, Wade Road, Basingstoke, Hampshire, England, RG24 8PE) (the "**New Chargors**"); and
- (2) **Kroll Trustee Services Limited** (formerly known as Lucid Trustee Services Limited) as agent and trustee for the Secured Parties (the "**Security Agent**"),

and is supplemental to (i) a Debenture granted by Parent and the other Original Chargors referred to (and as defined) therein in favour of the Security Agent on 20 November 2020 (the "**Debenture**"), (ii) a Supplemental Debenture dated 18 October 2021 granted by the Chargors referred to (and as defined) therein in favour of the Security Agent (the "**First Supplemental Debenture**") and (iii) a Supplemental Debenture dated 8 April 2022 granted by the Chargors referred to (and as defined) therein in favour of the Security Agent (the "**Second Supplemental Debenture**").

This Accession Deed witnesses as follows:**1. Definitions and interpretation**

- 1.1 Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.
- 1.2 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Accession Shares" means:

- (a) the shares described in Part 3 (*Shares*) of the schedule to this Accession Deed;
- (b) all Derivative Assets in relation to the shares referred to in paragraph (a); and
- (c) all Related Rights in respect of paragraphs (a) to (b) (inclusive).

"Assigned Contract" means each contract specified in Part 4 (*Assigned Contracts*) of the schedule to this Accession Deed.**2. Confirmation**

- 2.1 Each New Chargor confirms it has read and understood the content of the Debenture, the First Supplemental Debenture and the Second Supplemental Debenture.
- 2.2 Each New Chargor makes the representations and warranties as set out in clause 6 (*Representations and warranties*) of the Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

3. Accession

- 3.1 With effect from the date of this Accession Deed, each New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under:

- (a) the Debenture, as if it had been an Original Chargor;
- (b) the First Supplemental Debenture, as if it had been a Chargor; and
- (c) the Second Supplemental Debenture, as if it had been a Chargor.

4. **Security**

4.1 Without prejudice to the generality of clause 3 (*Accession*), each New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (a) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (i) all fixed and permanent Plant and Machinery;
 - (ii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iii) all Accession Shares;
 - (iv) all Debts;
 - (v) all Blocked Accounts;
 - (vi) all Other Accounts;
 - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (viii) all Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of the schedule to this Accession Deed;
 - (ix) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(ix);
 - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (xi) its goodwill and uncalled capital;
 - (xii) any Charged Agreements; and
 - (xiii) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
- (b) by way of assignment by way of security:
 - (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract; and
 - (iii) any Hedging Agreement; and
- (c) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(a) or which are effectively assigned by way of security under sub-clause 4.1(b).

- 4.2 The floating charge created by sub-clause 4.1(d) (*Security*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5. **Construction**

- 5.1 Save as specifically varied in respect of each New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

- 5.2 Save as specifically varied in respect of each New Chargor only, the First Supplemental Debenture and the Second Supplemental Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the First Supplemental Debenture and the Second Supplemental Debenture so that all references to "**this Deed**" in the First Supplemental Debenture and the Second Supplemental Debenture shall include reference to this Accession Deed.

6. **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 this Accession Deed is executed on the date appearing at the head of page 1.

Schedule to Accession Deed

Part 1

The Property

None at the date of this deed.

Part 2

Intellectual Property

None at the date of this deed.

Part 3

Shares

None at the date of this deed.

Part 4

Assigned Contracts

None at the date of this deed.

Signature pages

Executed and Delivered as a Deed)
by **Cedar Dental Care II Limited** acting by two directors:)
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)
)
)
)



Signature of Director

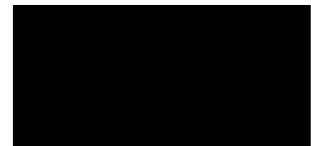


Signature of Director

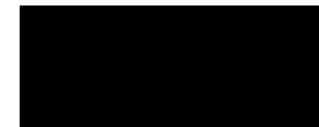
Address for notices:

Address: 129 Devonshire House, Wade Road, Basingstoke, Hampshire, RG24 8PE
Attention: Richard MacLachlan
Email: richard@envisage-dental.co.uk

Executed and Delivered as a Deed)
by **World of Mouth Limited** acting by two directors:)
)
)
)
)
)



Signature of Director



Signature of Director

Address for notices:

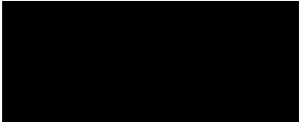
Address: 129 Devonshire House, Wade Road, Basingstoke, Hampshire, RG24 8PE
Attention: Richard MacLachlan
Email: richard@envisage-dental.co.uk

Executed and Delivered as a Deed
by **D R Guppy Limited** acting by two directors:

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)
)



Signature of Director



Signature of Director

Address for notices:

Address: 129 Devonshire House, Wade Road, Basingstoke, Hampshire, RG24 8PE
Attention: Richard MacLachlan
Email: richard@envisage-dental.co.uk

The Security Agent

Kroll Trustee Services Limited

By: Christian Hain



Notice details

Attention: Transaction Management

Address: Kroll Agency & Trustee Services, The News Building, Level 6, 3 London Bridge Street, London SE1 9SG

Email: deals@ats.kroll.com