



Registration of a Charge

Company Name: **ROBINSON HEALTHCARE GROUP LIMITED**

Company Number: **07713893**



Received for filing in Electronic Format on the: **04/10/2021**

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Details of Charge

Date of creation: **30/09/2021**

Charge code: **0771 3893 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED AS SECURITY AGENT.**

Brief description: **PLEASE SEE 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 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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7713893

Charge code: 0771 3893 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2021 and created by ROBINSON HEALTHCARE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2021 .

Given at Companies House, Cardiff on 5th October 2021

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

THIS SECURITY ACCESSION DEED is dated 30 September 2021 and is made between:

- (1) **VIENNA HOLDCO LIMITED** (registered in England and Wales with registered number 12424231) for itself and for the Chargors (the “**Parent**”);
- (2) **EACH COMPANY LISTED IN SCHEDULE 1 TO THIS DEED** (each an “**Additional Chargor**” and together, the “**Additional Chargors**”); and
- (1) **LUCID TRUSTEE SERVICES LIMITED** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 1 March 2021 between, among others, the Parent and the Security Agent (the “**Debenture**”) and each Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.
- (C) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.11 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those Clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 Covenant to pay

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Additional Chargors under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (a) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but no covenant shall be implied by such grant which is disapplied under Clause 13.1 (*Implied covenants for title*) of the Debenture); and
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargors in and to the relevant Charged Asset.

3.2 Legal mortgage

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

3.3 Assignment by way of Security

- (b) Each Additional Chargor assigns and agrees to assign absolutely with (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*)) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) the proceeds of any Insurance Policies and all Related Rights; and
 - (ii) each Specific Contract.
- (b) Each Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Additional Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 Fixed charges

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Intellectual Property and all Related Rights;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clauses 3.2 (*Legal mortgage*) and 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FLOATING CHARGE

4.1 Floating charge

- (c) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (a) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may, at any time by notice to the Additional Chargors, convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
 - (i) this Security Accession Deed is enforceable in accordance with Clause 15 (*When Security becomes enforceable*) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process;

- (iii) the Security Agent considers that it is necessary or prudent in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
 - (iv) an Event of Default under clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.
- (d) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all Charged Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below or owned by the relevant member of the Group in respect of which the event referred to at paragraph (iv) below has occurred:
 - (v) any Additional Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (vi) any Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (vii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within five Business Days); or
 - (viii) an Administration Event occurs.
- (b) Subject to paragraph (d) below, the floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
 under Part A1 of the Insolvency Act 1986.
- (c) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

5. Consent of existing charging companies

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

6. Security power of attorney

6.1 Appointment and powers

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or necessary for:

- (a) carrying out any obligation imposed on that Additional Chargor by this Security Accession Deed or any other agreement binding on that Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets) and which that Additional Chargor has been requested in writing by the Security Agent to do, but has failed to do within five Business Days of such request; and
- (e) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with Clause 15 (*When Security becomes enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

6.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 6.1 (*Appointment and powers*) following:

- (a) the occurrence of an Event of Defaulting which is continuing; or
- (b) the failure by any Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within ten Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

7. Counterparts

This Security Accession Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Security Accession Deed.

8. Governing law and jurisdiction

Clause 29 (*Governing law and jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargors and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

Schedule 1
The Additional Chargors

Additional Chargor	Registration Number; Jurisdiction of Incorporation
Robinson Healthcare Group Limited	07713893, England and Wales
Robinson Healthcare Holdings Ltd	04416668, England and Wales
Robinson Healthcare Limited	03773211, England and Wales

Schedule 2
Material Real Property

None as at the date of this Security Accession Deed.

Schedule 3
Shares

Chargor	Name of company in which shares are held	Class of shares held (and denomination)	Number of shares held
Robinson Healthcare Group Limited	Robinson Healthcare Holdings Ltd	Ordinary A (£0.01 each)	666,000
		Ordinary B (£0.01 each)	279,000
		Ordinary (£0.01 each)	854,999
Robinson Healthcare Holdings Ltd	Robinson Healthcare Limited	A Ordinary Shares (£1.00 each)	400,000
		B Ordinary Shares (£1.00 each)	400,000
		Ordinary Shares (£1.00 each)	200,000

Schedule 4
Intellectual Property

Application Number	Registration Number	Owner	Trademark	Country	Application Date	Registration Date	Renewal Date	Status
903270469	903270469	Robinson Healthcare Limited	Instrapac	UK (Duplicates Brexit created)	02 July 2003	28 January 2005	31/07/2023	Registered
2320093	2320093	Robinson Healthcare Limited	Instrapac	UK	08 January 2003	16 April 2004	08/01/2023	Registered
2628675	2628675	Robinson Healthcare Limited	Readigloves	UK	18 July 2012	26 October 2012	18/07/2022	Registered
2632658	2632658	Robinson Healthcare Limited	Nytraguard	UK	24 August 2012	01 February 2013	24/08/2022	Registered
2632659	2632659	Robinson Healthcare Limited	Bluple	UK	24 August 2012	30 November 2012	24/08/2022	Registered
2633197	2633197	Robinson Healthcare Limited	Chemopure	UK	30 August 2012	07 December 2012	30/08/2022	Registered

Schedule 5
Insurance Policies

None as at the date of this Security Accession Deed.

Schedule 6
Accounts

Customer	Account Name	Account Bank	Account Number	Sort Code
Robinson Healthcare Limited	Robinson Healthcare Ltd	Bank of Scotland, 15 Queen Street, Nottingham, NG1 2BL	██████████	██████████
Robinson Healthcare Limited	Robinson Healthcare USD	Bank of Scotland, 15 Queen Street, Nottingham, NG1 2BL	██████████	██████████
Robinson Healthcare Limited	Robinson Healthcare EUR	Bank of Scotland, 15 Queen Street, Nottingham, NG1 2BL	██████████	██████████
Robinson Healthcare Limited	Robinson Healthcare CNY	Bank of Scotland, 15 Queen Street, Nottingham, NG1 2BL	██████████	██████████
Robinson Healthcare Limited	Robinson Hlthgrp Life Assurance Scheme	Bank of Scotland, 15 Queen Street, Nottingham, NG1 2BL	██████████	██████████

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED by
VIENNA HOLDCO LIMITED acting by

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[Redacted Signature]

Witness signature:

Director

Witness name:

[Redacted Name]

Witness address:

LINDSAY ROBSON
[Redacted Address]
[Redacted Address]

The Additional Chargors

**EXECUTED AS A DEED by
ROBINSON HEALTHCARE GROUP
LIMITED**

acting by

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[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

LINDSAY DOBSON

Witness address:

[Redacted Address]

[Redacted Address]

**EXECUTED AS A DEED by
ROBINSON HEALTHCARE
HOLDINGS LTD**

acting by

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)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

LINDSAY DOBSON

Witness address:

[Redacted Address]

[Redacted Address]

**EXECUTED AS A DEED by
ROBINSON HEALTHCARE LIMITED**

acting by

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[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

LINDSAY DOBSON

Witness address:

[Redacted Address]

[Redacted Address]

The Security Agent

by
**LUCID TRUSTEE SERVICES
LIMITED** acting by

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Name: Fergus McWilliams

Title: Transaction Manager