



Registration of a Charge

Company Name: **CARE FERTILITY CHESTER (HOLDINGS) LIMITED**

Company Number: **10648947**



Received for filing in Electronic Format on the: **22/08/2023**

XCAGW3XN

Details of Charge

Date of creation: **21/08/2023**

Charge code: **1064 8947 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

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: **HAFSA RAZA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10648947

Charge code: 1064 8947 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2023 and created by CARE FERTILITY CHESTER (HOLDINGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2023 .

Given at Companies House, Cardiff on 23rd August 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

THIS SECURITY ACCESSION DEED is made on 21 August 2023

Between:

- (1) The entities listed in Schedule 1 (*New Chargors*) (each a “**New Chargor**”);
- (2) **CARAMEL MIDCO LIMITED** for itself, as Parent and as obligors’ agent pursuant to clause 38.5 (*Obligors*) of the Senior Facilities Agreement and 41.5 (*Obligors*) of the Super Senior RCF Agreement (the “**Obligors’ Agent**”); and
- (3) **GLAS TRUST CORPORATION LIMITED** as Security Agent for itself and the other Secured Parties (the “**Security Agent**”).

This deed is supplemental to a debenture dated 22 February 2022 (as amended and/or supplemented from time to time) between, amongst others, the Original Chargors named therein and the Security Agent the “**Debenture**”).

Now this Deed Witnesses as follows:

1. INTERPRETATION**1.1 Definitions**

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF THE NEW CHARGORS**2.1 Accession**

Each 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.

2.2 Covenant to pay

Each New Chargor as primary obligor and not merely as surety covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge the Secured Obligations when they fall due in the manner provided for in the relevant Secured Debt Document.

2.3 Specific Security

Subject to paragraph 2.5 (*Property restricting charging*) below, each New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first ranking fixed charge:

- (a) all the Shares and all corresponding Related Rights; and

- (b) the Accounts.

2.4 Floating charge

- (a) As further continuing security for the payment and discharge of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first ranking floating charge all its present and future assets, undertakings and rights together with all corresponding Related Rights including to the extent not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*).
- (b) The floating charge created by each New Chargor pursuant to paragraph (a) of this Clause 2.4 is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Property restricting charging

For the avoidance of doubt, all and any Excluded Assets owned by each New Chargor or in which such New Chargor has any interest shall be excluded from the charge created by Clause 2.3 (*Specific Security*) of this deed and from the operation of Clause 4 (*Further Assurance*) of the Debenture.

2.6 Negative pledge

Each New Chargor shall not create or permit to subsist any Security over all or any part of the Charged Property except as permitted or not prohibited by the Secured Debt Documents or with the prior written consent of the Security Agent or to the extent Required Creditor Consent has been obtained.

2.7 Consent of existing Chargors

The Obligors’ Agent, for itself and on behalf of each existing Chargor as at the date of this deed, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Debenture.

2.8 Construction of Debenture

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” or “this Debenture” will be deemed to include this deed, unless the context otherwise requires.

3. GOVERNING LAW AND JURISDICTION

Clause 24 (*Governing Law and Jurisdiction*) of the Debenture shall apply to this deed *mutatis mutandis*.

In Witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
NEW CHARGORS

New Chargor	Company Number	Jurisdiction of Incorporation
Bath Fertility Centre Limited	04742154	England & Wales
CARE Fertility Chester Limited	10689788	England & Wales
CARE Fertility Chester (Holdings) Limited	10648947	England & Wales

SCHEDULE 2

Part 1

Shares

Name of New Chargor which holds the shares	Name of company issuing shares	Number and class of shares
CARE Fertility Chester (Holdings) Limited	CARE Fertility Chester Limited	2000 Ordinary Shares

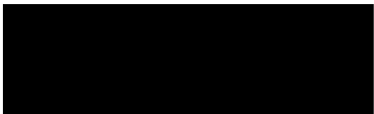
Part 2
Accounts

No Accounts at the date hereof.


Signatories to Deed of Accession

The New Chargors

EXECUTED as a DEED by
BATH FERTILITY CENTRE LIMITED,
acting by a director:

} 
Signature of Director
Name: **David Burford**

in the presence of:

} 
Signature of witness

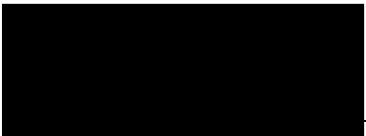
Name of witness: Allison Benn

Occupation of witness: Clinical Embryologist


Address of witness:



EXECUTED as a DEED by
CARE FERTILITY CHESTER LIMITED, acting by
acting by a director:

} 
Signature of Director
Name: **David Burford**

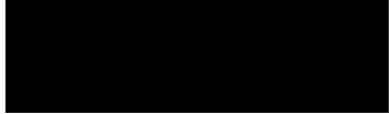
in the presence of:

} 
Signature of witness

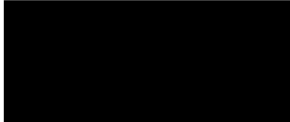
Name of witness: Allison Benn
Occupation of witness: Clinical Embryologist
Address of witness:




EXECUTED as a DEED by
CARE FERTILITY CHESTER (HOLDINGS) LIMITED,
acting by a director:

} 
Signature of Director
Name: David Burford


in the presence of:

} 
Signature of witness

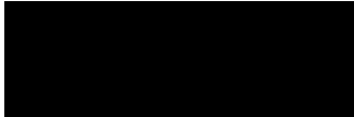
Name of witness: Allison Benn
Occupation of witness: Clinical Embryologist
Address of witness: 

The Parent and Obligors' Agent

EXECUTED as a DEED by
CARMEL MIDCO LIMITED,
acting by a director:

} 
Signature of Director
Name: David Burford

in the presence of:

} 
Signature of witness

Name of witness: Allison Benn
Occupation of witness: Clinical Embryologist
Address of witness:




The Security Agent

**EXECUTED as a DEED by
GLAS TRUST CORPORATION LIMITED**

} 
Signature of Director Authorised Signatory
Name: **Gilda Cara**

in the presence of:

} 
Signature of witness

Name of witness: **Ashley Neild**

Occupation of witness: **Transaction Manager**

Address of witness: 