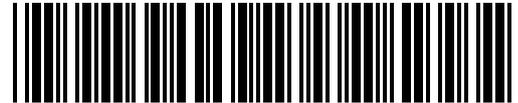




Registration of a Charge

Company Name: **DIMENSIONS PERSONALISED SUPPORT LIMITED**

Company Number: **11596744**



Received for filing in Electronic Format on the: **23/12/2021**

XAJYC1K8

Details of Charge

Date of creation: **23/12/2021**

Charge code: **1159 6744 0001**

Persons entitled: **HSBC UK BANK PLC**

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: **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 ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11596744

Charge code: 1159 6744 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2021 and created by DIMENSIONS PERSONALISED SUPPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 31st December 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**

Dated this 23 December 2021

Signed

Osborne Clarke LLP

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB**Accession Deed****This Accession Deed** is made on 23 December 2021**Between:**

- (1) **Dimensions Personalised Support Limited** (company number: 11596744) whose registered office is at 1430 Arlington Business Park Theale, Reading, United Kingdom, RG7 4SA (the "**New Chargor**"); and
- (2) HSBC UK Bank plc (the "**Lender**"),

and is supplemental to a Debenture granted by the Chargors in favour of the Lender on 7 April 2017 (the "**Debenture**").

Background:

In accordance with a ring-fencing order made by the High Court on 21 May 2018 under Part VII of the Financial Services and Markets Act 2000, various assets and liabilities of HSBC Bank plc, including the security granted to HSBC Bank plc pursuant to the Debenture, were transferred to Lender with effect from 1 July 2018.

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:

"**Assigned Contract**" means each contract specified in the Schedule to this Accession Deed.

2. Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4. Security

- 4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Lender:
 - (a) charges by way of legal mortgage, all of the Property described in part 1 of the schedule;
 - (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;

- (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Investments described in part 2 of the schedule;
 - (v) all Debts;
 - (vi) all Accounts;
 - (vii) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (viii) all Intellectual Property Rights described in part 3 of the schedule;
 - (ix) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(x)
 - (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);
- (c) by way of assignment by way of security:
- (i) all Insurances and Insurance Proceeds;
 - (ii) any Assigned Contract;
 - (iii) any Hedging Agreement; and
- (d) 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(b) or which are effectively assigned by way of security under sub-clause 4.1(c).

1.1. 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**

Save as specifically varied in respect of the 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.

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****Property**

Chargor	Short Description of Property	Title Number (if registered)
INTENTIONALLY BLANK		

Part 2**Investments**

Chargor	Name of company in which Investments are held	Investments held
INTENTIONALLY BLANK		

Part 3**Intellectual Property Rights**

Trade marks					
Chargor	Trade number	mark	Jurisdiction	Classes	Trade mark text
INTENTIONALLY BLANK					
Patents					
Chargor	Patent number	Jurisdiction	Description		
INTENTIONALLY BLANK					

Part 4**Assigned Contracts**

Name of Chargor	Date of contract	Parties to contract	Details of contract
INTENTIONALLY BLANK			

The New Chargor

Executed as a **Deed** by)
Dimensions Personalised Support Limited)
acting by two directors)



Director



Director

Notice details:

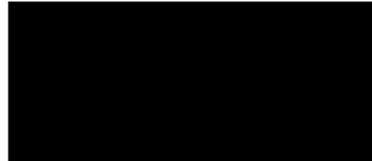
Address: Dimensions, Building 1430, Arlington Business Park, Theale, Reading Berkshire, RG7 4SA

Attention: Jo Greenbank

Fax: n/a

The Lender

Signed by)
authorised signatory)
for and on behalf of)
HSBC UK Bank plc)



Notice Details

Address: HSBC UK Bank Plc, Level 7, Thames Tower, Station Road, Reading, RG1 1LX
Fax: n/a
Attention: Hayley Dimopoulos