



Registration of a Charge

Company Name: **C&J EVANS GROUP HOLDINGS 1 LTD**

Company Number: **13166906**



Received for filing in Electronic Format on the: **01/06/2021**

XA5PZJVM

Details of Charge

Date of creation: **28/05/2021**

Charge code: **1316 6906 0001**

Persons entitled: **CSC TRUSTEES 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: 13166906

Charge code: 1316 6906 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2021 and created by C&J EVANS GROUP HOLDINGS 1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st June 2021 .

Given at Companies House, Cardiff on 2nd June 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 28 May 2021 and is made between:

- (A) EACH COMPANY LISTED IN SCHEDULE 1 TO THIS DEED (each an “Additional Chargor”); and
- (B) CSC TRUSTEES 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 9 June 2020 between, among others, the Original Chargors (as defined therein) 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.
- (C) Each Additional Chargor is 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 1.8 (*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 each Additional Chargor 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 and discharge of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Additional Chargor 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

- (a) 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
 - (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, any Real Property which is not Material Real Property;
- (c) by way of first fixed charge, the Accounts;

- (d) 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;
- (e) by way of first fixed charge, the Intellectual Property;
- (f) by way of first fixed charge, the Plant and Machinery;
- (g) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (h) by way of first fixed charge, the Investments; and
- (i) 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

Clause 3.2 (*Legal mortgage*) and Clause 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

- (a) 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.
- (b) 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 written notice to the relevant Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset of that Additional Chargor which is the subject of the floating charge and which is specified in the notice if:
 - (i) an Enforcement Event has occurred; or
 - (ii) the Security Agent reasonably considers that any of the Charged Assets is in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent considers that it is necessary in order to protect the priority of the Security constituted by the floating charge; or
 - (iv) an Event of Default under clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreement is continuing.

- (b) 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:
- (i) an Additional Chargor creates (or attempts to create) any Security Interest over any Charged Asset (save as permitted under the Facilities Agreement);
 - (ii) an Additional Chargor disposes (or attempts to dispose) of all or any of the Charged Assets (save as permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts to levy) any distress, attachment, sequestration execution or other legal process against any Charged Asset (which is not discharged within 14 days); or
 - (iv) an Administration Event occurs.

5. Security power of attorney

5.1 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, in the event that the power of attorney becomes effective pursuant to this Security Accession Deed:

- (a) take any action which an Additional Chargor is required to take in respect of paragraph (a) of clause 5.2 (*Exercise of power of attorney*) below; and
- (b) to take such action which is specified in the notice delivered under paragraph (b) of clause 5.2 (*Exercise of power of attorney*) below and which an Additional Chargor has failed to take within 10 Business Days of the date of such notice.

5.2 Exercise of power of attorney

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 5.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by an Additional Chargor to comply with any further assurance or perfection obligation or other material undertaking or obligation under this Security Accession Deed after being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

6. 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.

7. Governing law and jurisdiction

Clause 28 (*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 each Additional Chargor 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

Company Name	Registered Number	Registered Office
Talley Group Limited	00520386	6-10 Withey Court, Western Industrial Estate, Caerphilly, Mid Glamorgan, Wales, CF83 1BF
C&J Evans Group Holdings 1 Ltd	13166906	

SCHEDULE 2
Material Real Property

Chargor	Address/description of land	Title No.
None as at the date of this Deed.		

SCHEDULE 3
Shares

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held	Percentage of shares held
C&J Evans Group Holdings 1 Ltd	Talley Group Limited	Ordinary £1.00	25,878	100%

SCHEDULE 4
Intellectual Property

Trade marks				
Chargor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Talley Group Limited	UK00906073985	UK trade mark registered at EUIPO / Registered	5, 10, 44	Venturi (Wordmark)
Talley Group Limited	UK00907346356	UK trade mark registered at EUIPO / Registered	5, 10, 44	Venturi (Figurative)
Talley Group Limited	UK00907346893	UK trade mark registered at EUIPO / Registered	10, 20, 24	Talley (Wordmark)
Talley Group Limited	UK00907485221	UK trade mark registered at EUIPO / Registered	10, 20, 24	QU4TTRO (Figurative)
Talley Group Limited	UK00907485675	UK trade mark registered at EUIPO / Registered	10, 20, 24	Quattro (Wordmark)
Talley Group Limited	UK00908248783	UK trade mark registered at EUIPO / Registered	10, 20, 24	B.A.S.E. (Wordmark)
Talley Group Limited	UK00912677407	UK trade mark registered at EUIPO / Registered	3, 5, 10, 24	Talley (Figurative)
Talley Group Limited	UK00918056319	UK trade mark registered at EUIPO / Registered	10, 24	Attivo (Figurative)
Talley Group Limited	UK00918056320	UK trade mark registered at EUIPO / Registered	10, 24	Fusion (Wordmark)

Trade marks				
Chargor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Talley Group Limited	UK00918056447	UK trade mark registered at EUIPO / Registered	10, 24	Multicom (Wordmark)
Talley Group Limited	UK00918056448	UK trade mark registered at EUIPO / Registered	10	Duocare (Wordmark)
Talley Group Limited	UK00918056449	UK trade mark registered at EUIPO / Registered	10, 24	Pulsair (Wordmark)

Designs				
Chargor	Registration number /Application number	Jurisdiction/apparent status	Locarno Class	Description
None as at the date of this Deed.				

Patents		
Chargor/ADP number	Patent/application number	Description
Talley Group Limited	8814840	Venturi - medical apparatus for collecting fluid
Talley Group Limited	8745784	Quattro – mattress system
Talley Group Limited	20100191199	Venturi - medical apparatus for collecting fluid
Talley Group Limited	D654164	Venturi - wound drainage apparatus for medical purposes
Talley Group Limited	D660409	Venturi - compact negative pressure wound treatment apparatus
Talley Group Limited	D797275	Venturi - negative pressure wound therapy pump

Domain Names			
Chargor	Domain Name	Expiry Date	Status
Talley Group Limited	Talleygroup.com	13/11/2022	Live
Talley Group Limited	Talleygroup.co.uk	13/11/2022	Live

SCHEDULE 5
Insurance Policies

Chargor	Type of insurance	Insurer	Policy number
None as at the date of this Deed.			

SIGNATURES TO THE SECURITY ACCESSION DEED

The Additional Chargors

EXECUTED AS A DEED by
TALLEY GROUP LIMITED
acting by

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)
)
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

D ASHTON

Witness address:

[Redacted Address]
[Redacted Address]

EXECUTED AS A DEED by
C&J EVANS GROUP HOLDINGS 1
LTD
acting by

)
)
)
)

[Redacted]
.....
Director

Witness signature:

[Redacted]
.....

Witness name:

D ASHTON
.....

Witness address:

[Redacted]
[Redacted]

Security Agent

by
CSC TRUSTEES LIMITED
acting by

)
)
)
)  Jordina.Walker, Director
Authorised signatory