



Registration of a Charge

Company name: **SURVIVEX LTD**

Company number: **SC357717**

Received for Electronic Filing: **16/11/2018**



X7ITJBC3

Details of Charge

Date of creation: **08/11/2018**

Charge code: **SC35 7717 0006**

Persons entitled: **INVESTEC BANK PLC (AS SECURITY AGENT)**

Brief description: **TRADE MARKS -(PROPRIETOR/ADP NUMBER) SURVIVEX LTD - (TM NUMBER) UK00002556350 - (JURISDICTION/APPEARENT STATUS) UNITED KINGDOM - (CLASSES) 9,16, 41, 43 AND 45 - (MARK TEXT) - SURVIVEX (WORD) FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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: **STUART MCMILLAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 357717

Charge code: SC35 7717 0006

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th November 2018 and created by SURVIVEX LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2018 .

Given at Companies House, Edinburgh on 19th November 2018

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**

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) 3T ENERGY SUBCO LIMITED (the "Parent"); and
- (3) INVESTECH BANK PLC (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

This Accession Deed is supplemental to a debenture dated 31 October 2018 and made between (1) the Chargors named therein and (2) the Security Agent (the "**Debenture**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) **Construction**

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) **Accession**

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) **Covenant to pay**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargers and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

(c) **Charge and assignment**

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all Material Property (if any) vested in or charged to the Acceding Company and all interests in Material Property;
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities; together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any));
- (v) by way of absolute assignment all Relevant Contracts to which it is a party; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in part 3 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) **Representations**

Each Acceding Company makes the representation and warranty set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed that each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in schedule 2 (*Details of Security Assets owned by the Acceding Companies*).

(e) **Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and

- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

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

7. 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 of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Survivex Group Limited	SC467255	Kirkhill Commercial Park, Dyce Avenue, Aberdeen, AB21 0LQ
Survivex Ltd	SC357717	Kirkhill Commercial Park, Dyce Avenue, Aberdeen, AB21 0LQ
Survivex TMS Limited	SC467482	C/O Survivex Ltd, Kirkhill Commercial Park, Dyce Avenue, Aberdeen, AB21 0LQ
Rigex Limited	SC466107	C/O Survivex Ltd, Kirkhill Commercial Park, Dyce Avenue, Aberdeen, AB21 0LQ


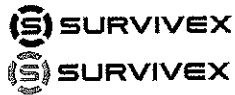


SCHEDULE 2 TO THE ACCESSION DEED



Details of Security Assets owned by the Acceding Companies

Part 1 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
N/A			

Part 2 - Intellectual Property

Part 2A - Trade marks				
Proprietor/ ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Survivex Ltd	UK00002556350	United Kingdom	9, 16, 41, 43 and 45	SURVIVEX (word)
Survivex Ltd	UK00002556394	United Kingdom	9, 16, 41, 43 and 45	S (logo) 
Survivex Ltd	UK00002556352	United Kingdom	9, 16, 41, 43 and 45	S SURVIVEX (composite mark) 
Survivex Ltd	00009623737	European Union	9, 16, 41, 43 and 45	SURVIVEX (word)
Survivex Ltd	00009623811	European Union	9, 16, 41, 43 and 45	S (logo) 
Survivex Ltd	00009623885	European Union	9, 16, 41, 43 and 45	"S SURVIVEX" (composite word") 

Rigex Limited	00012880902	European Union	9, 16, 35, 37, 41, 42 and 45	RIGEX (word)
Survivex Ltd	00012880944	European Union	9, 16 and 41	ACTIO (word)
Survivex Ltd	4016669	United Kingdom	99	S (logo) 
Survivex Ltd	4016670	United Kingdom	99	S logo with word 

Part 2B - Patents		
Proprietor/ADP number	Patent number	Description
N/A		

Part 3 - Insurances

Acceding Company	Insurer	Policy number
Survivex Group Limited, Survivex Ltd, Survivex TMS Limited and Rigex Limited	Chubb Insurance Company (Business Travel)	UKBBBC84842
Survivex Group Limited, Survivex Ltd, Survivex TMS Limited and Rigex Limited	CFC Underwriting Limited (Cyber)	T2018032811080321
Survivex Group Limited, Survivex Ltd, Survivex TMS Limited and Rigex Limited	RSA (ROG) (Motor)	83RTT259954/N
Survivex Group Limited, Survivex Ltd, Survivex TMS Limited and Rigex Limited	Hiscox Insurance Co. Ltd. (Professional Indemnity)	HU P16 9310800
Survivex Group Limited, Survivex Ltd, Survivex TMS Limited and Rigex Limited	Hiscox Insurance Co. Ltd. (Special Contingency)	14HKR0116011N

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES



Executed as a deed, but not delivered until the)
first date specified on page 1, by **SURVIVEX**)
GROUP LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



Rebecca Stirling
78 Sweetmans Rd
Shaftesbury

Address: Kirkhill Commercial Park, Dyce Avenue,
Aberdeen, AB21 0LQ

Attention: The Directors



Executed as a deed, but not delivered until the)
first date specified on page 1, by **SURVIVEX**)
LTD acting by:)

Director

Witness signature

Witness name:

Witness address:



Rebecca Stirling
78 Sweetmans Rd
Shaftesbury

Address: Kirkhill Commercial Park, Dyce Avenue,
Aberdeen, AB21 0LQ

Attention: The Directors



Executed as a deed, but not delivered until the)
first date specified on page 1, by **SURVIVEX**)
TMS LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



Rebecca Skelington
78 Sweetmans Road
Shaftesbury

Address: C/O Survivex Ltd, Kirkhill Commercial
Park, Dyce Avenue, Aberdeen,
AB21 0LQ

Attention: The Directors



Executed as a deed, but not delivered until the)
first date specified on page 1, by **RIGEX**)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



Rebecca Skelington
78 Sweetmans Rd
Shaftesbury

Address: C/O Survivex Ltd, Kirkhill
Commercial Park, Dyce Avenue,
Aberdeen, AB21 0LQ

Attention: The Directors

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **3T ENERGY**)
SUBCO LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

[Redacted Signature]

[Redacted Signature]

Rebecca Brevington
78 Sweetmans Rd
Shaftesbury

Address: Hurn View House, 5 Aviation Park West,
Bournemouth International Airport Hurn,
Dorset, England, UK, BH23 6EW

Attention: Kevin Franklin

THE SECURITY AGENT

ANGELA JACKSON and
Signed by SHAUN MULLIN for)
and on behalf of **INVESTEC BANK PLC:**)
)

Address: 30 Gresham Street, London
EC2V 7QP

Attention: Shaun Mullin / Angela Jackson

Signature