



**Registration of a Charge**

Company Name: **MIND+MATTER LIMITED**

Company Number: **03005235**



Received for filing in Electronic Format on the: **26/11/2021**

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**Details of Charge**

Date of creation: **16/11/2021**

Charge code: **0300 5235 0002**

Persons entitled: **GLAS AMERICAS LLC AS COLLATERAL AGENT**

Brief description: **NONE.**

**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: 3005235

Charge code: 0300 5235 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2021 and created by MIND+MATTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2021 .

Given at Companies House, Cardiff on 29th November 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**

**DEBENTURE ACCESSION DEED**

To: GLAS Americas LLC as Collateral Agent

**THIS DEED** is made on 16 November 2021 by the entities listed in Schedule 1 hereto (the "**New Chargors**" and each a "**New Chargor**") in relation to the Debenture (the "**Debenture**") dated 19 August, 2021 entered into by the Original Chargors (as defined therein) in favour of GLAS Americas LLC as chargee.

Terms defined in the Debenture shall have the same meanings when used in this Deed.

1. Each New Chargor hereby confirms that, as from the date of this Deed, it intends to be a party to the Debenture as a Chargor, undertakes to perform all the obligations expressed in the Debenture to be assumed by a Chargor and agrees that it shall be bound by all the provisions of the Debenture, as if it had been an original party to the Debenture.
2. Details of certain of the assets of each New Chargor which are subject to the security constituted by the Debenture are set out in Schedule 2 to this Deed.

*Fixed Charge*

3. Each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

*Floating Charge*

4. Each New Chargor charges, by way of first floating charge, in favour of the Collateral Agent, all its present and future assets and undertakings.
5. The floating charge created by Clause 4 above shall be deferred in point of priority to all Fixed Security validly and effectively created by each New Chargor under the Original Second Lien Facility Documents (including the Debenture) in favour of the Collateral Agent as trustee for the Secured Parties as security for the Secured Obligations.
6. For the avoidance of doubt, there shall be excluded from the Security created by Clause 3, Clause 4 and Clause 5 and the other provisions of the Debenture or this Deed and from the operation of any further assurance or perfection provisions contained in the Original Second Lien Facility Documents any asset or undertaking that constitutes an Excluded Asset.
7. If at any time a New Chargor determines in good faith (which determination shall be conclusive) and notifies the Collateral Agent in writing that any Charged Property is or has become an Excluded Asset, the Security created pursuant to this Deed on such Charged Property shall be automatically released and the Collateral Agent shall promptly enter into such documentation as is required by that New Chargor in order to release that asset from the Security created by Clause 3, Clause 4 and Clause 5 and the other provisions of the Debenture or this Deed.

8. For the purposes of this Clause 8, the Collateral Agent is entitled to rely absolutely and without any further investigation on any such notification from the New Chargor and has been irrevocably authorised by each of the Secured Parties to enter into such documentation.

*Miscellaneous*

9. This Deed shall be governed by and construed in accordance with English law.
10. This Deed is an Original Second Lien Facility Document under the Intercreditor Agreement.

*[The remainder of the page has been left intentionally blank]*

**SCHEDULE 1**  
**TO THE DEBENTURE ACCESSION DEED**  
**THE NEW CHARGORS**

<b>Name of Chargor</b>	<b>Registered Number</b>
Aquilant Specialist Healthcare Services Limited	08484746
Ashfield Health Limited	01887613
Ashfield Healthcare Limited	03286306
Ashfield Excellence Academy Limited	04536485
Ashfield Meetings & Events Group Limited	06015247
Ashfield Meetings & Events Limited	03486951
Galliard Healthcare Communications Limited	03898526
Gardcald Limited	00330390
Incisive Health Limited	08433190
KnowledgePoint360 Group (Holdings) Limited	01689312
KnowledgePoint360 UK AcquisitionCo Limited	06160505
MFRHRC Holdings Limited	08727704
Mind+Matter Limited	03005235
Pegasus Marketing Communications Limited	09074120
Pharmexx UK Limited	02456441
PHMR Limited	08741982
Putnam Associates Limited	12302921
Sharp Clinical Services (UK) Holdings Limited	05929751
STEM Healthcare Limited	06194435
UDG Healthcare Limited	08445432
UDG Healthcare UK (Holdco) Limited	10101233
UDG Healthcare (UK) Holdings Limited	03384213
Vynamic Limited	11180553

**SCHEDULE 2**  
**TO THE DEBENTURE ACCESSION DEED**  
**SHARES**

<b>Chargor</b>	<b>Company</b>	<b>Description and number of shares held</b>
Ashfield Health Limited	Gardcald Limited	100 Ordinary shares of £1.00 each
Ashfield Meetings & Events Group Limited	Ashfield Meetings & Events Limited	3,693,685 Ordinary shares of £0.10 each
KnowledgePoint360 Group (Holdings) Limited	Ashfield Health Limited	22,500 Ordinary shares of £1.00 each
KnowledgePoint360 Group (Holdings) Limited	Ashfield Health Limited	2,500 A Ordinary shares of £1.00 each
Knowledgepoint360 UK AcquisitionCo Limited	KnowledgePoint360 Group (Holdings) Limited	3,880,242 Ordinary shares of £0.05 each
MFRHRC Holdings Ltd	Galliard Healthcare Communications Limited	20,950 Ordinary A shares of £0.05 each
Mind+Matter Limited	Pegasus Marketing Communications Limited	1 Ordinary share of £1.00
UDG Healthcare UK (Holdco) Limited	UDG Healthcare (UK) Holdings Ltd	15,742,498 Ordinary shares of £1.00 each
UDG Healthcare (UK) Holdings Limited	Aquilant Specialist Healthcare Services Limited	100 Ordinary shares of £1.00 each
UDG Healthcare (UK) Holdings Limited	Ashfield Healthcare Limited	1,000 Ordinary shares of £0.1 each
UDG Healthcare (UK) Holdings Limited	Ashfield Healthcare Limited	999,000 Ordinary 1 shares of £0.01 each
UDG Healthcare (UK) Holdings Limited	Ashfield Excellence Academy Limited	9,999 Ordinary shares of £0.01 each
UDG Healthcare (UK) Holdings Limited	Ashfield Meetings & Events Group Limited	2,076,510 Ordinary A shares of £0.10 each
UDG Healthcare (UK) Holdings Limited	Ashfield Meetings & Events Group Limited	1,022,175 Ordinary B shares of £0.10 each
UDG Healthcare (UK) Holdings Limited	Ashfield Meetings & Events Group Limited	1,110,000 Ordinary D shares of £0.10 each
UDG Healthcare (UK) Holdings Limited	Incisive Health Ltd	300 Ordinary shares of £1.00 each
UDG Healthcare (UK) Holdings Limited	KnowledgePoint360 UK AcquisitionCo Limited	1 Ordinary share of £1.00
UDG Healthcare (UK) Holdings Limited	MFRHRC Holdings Ltd	22,700 Ordinary shares of £0.05 each
UDG Healthcare (UK) Holdings Limited	Mind+Matter Limited	12,633 Ordinary shares of £0.01 each
UDG Healthcare (UK) Holdings Limited	Pharmexx UK Limited	10,400 Ordinary shares of £0.1 each
UDG Healthcare (UK) Holdings Limited	PHMR Limited	10,000 Ordinary shares of £0.01 each
UDG Healthcare (UK) Holdings Limited	Putnam Associates Limited	1,000 Ordinary shares of £1.00 each

UDG Healthcare (UK) Holdings Limited	Sharp Clinical Services (UK) Holdings Limited	3,500,000 Ordinary shares of £1.00 each
UDG Healthcare (UK) Holdings Limited	STEM Healthcare Limited	1,230,420 Ordinary shares of £0.01 each
UDG Healthcare (UK) Holdings Limited	UDG Healthcare Limited	100 Ordinary shares of £1.00 each
UDG Healthcare (UK) Holdings Limited	Vynamic Limited	100 Ordinary shares of £1.00 each

**EXECUTED** as a **DEED**

by **AQUILANT SPECIALIST HEALTHCARE SERVICES LIMITED**

\_\_\_\_\_  
[Redacted Signature] Signature of Director

Grainne McAleese

\_\_\_\_\_  
[Redacted Signature] Signature of Director

Louise Tallon

Address:

Attention:

Email:



**EXECUTED** as a **DEED**

by **ASHFIELD HEALTH LIMITED**



\_\_\_\_\_  
Signature of Director

Richard Lawrence



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **ASHFIELD HEALTHCARE LIMITED**



\_\_\_\_\_  
Signature of Director



\_\_\_\_\_  
Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **ASHFIELD EXCELLENCE ACADEMY LIMITED**



\_\_\_\_\_  
Signature of Director

Michael O'Leary



\_\_\_\_\_  
Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **ASHFIELD MEETINGS & EVENTS GROUP LIMITED**



\_\_\_\_\_  
Signature of Director

Michael O'Leary



\_\_\_\_\_  
Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **ASHFIELD MEETINGS & EVENTS LIMITED**



Signature of Director

Penny Regina Callaghan



Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **GALLIARD HEALTHCARE COMMUNICATIONS LIMITED**



\_\_\_\_\_  
Signature of Director

Dominic Elliston



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **GARDCALD LIMITED**

\_\_\_\_ Signature of Director

Clifford Alexander McConkey

\_\_\_\_ Signature of Director

Alison Richardson

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **INCISIVE HEALTH LIMITED**



\_\_\_\_\_  
Signature of Director

Richard Lawrence



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:



**EXECUTED** as a **DEED**

by **KNOWLEDGEPOINT360 GROUP (HOLDINGS) LIMITED**



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey



\_\_\_\_\_  
Signature of Director

Alison Richardson

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **KNOWLEDGEPOINT360 UK ACQUISITIONCO LIMITED**



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey



\_\_\_\_\_  
Signature of Director

Alison Richardson

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **MFRHRC HOLDINGS LIMITED**



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey



\_\_\_\_\_  
Signature of Director

Alison Richardson

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **MIND+MATTER LIMITED**

\_\_\_\_ Signature of Director

Clifford Alexander McConkey

\_\_\_\_ Signature of Director

Corrina Louise Safeio

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **PEGASUS MARKETING COMMUNICATIONS LIMITED**

 Signature of Director

Simon Richard Mark Hackett

 Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **PHARMEXX UK LIMITED**



\_\_\_\_ Signature of Director

Albert Joseph Pavucek



\_\_\_\_ Signature of Director

Jade Thiravithul

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **PHMR LIMITED**



\_\_\_\_ Signature of Director

Martin Curry



\_\_\_\_ Signature of Director

Mark Charles Ratcliffe

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **PUTNAM ASSOCIATES LIMITED**



\_\_\_\_\_  
Signature of Director

Martin Curry



\_\_\_\_\_  
Signature of Director

Grainne McAleese

Address:

Attention:

Email:



**EXECUTED** as a **DEED**

by **SHARP CLINICAL SERVICES (UK) HOLDINGS LIMITED**



\_\_\_\_\_  
Signature of Director

Ian Christopher Morgan



\_\_\_\_\_  
Signature of Director

Robert Paul O'Beirn

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **STEM HEALTHCARE LIMITED**



\_\_\_\_\_  
Signature of Director

Martin Curry



\_\_\_\_\_  
Signature of Director

Grainne McAleese

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **UDG HEALTHCARE LIMITED**



\_\_\_\_\_  
Signature of Director

Albert Joseph Pavucek



\_\_\_\_\_  
Signature of Director

Louise Tallon

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **UDG HEALTHCARE UK (HOLDCO) LIMITED**



\_\_\_\_\_  
Signature of Director

Richard Lawrence



\_\_\_\_\_  
Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

**EXECUTED** as a **DEED**

by **UDG HEALTHCARE (UK) HOLDINGS LIMITED**



\_\_\_\_ Signature of Director

Richard Lawrence



\_\_\_\_ Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

**EXECUTED** as a **DEED**  
by **VYNAMIC LIMITED**

 \_\_\_\_\_ Signature of Director

Martin Curry

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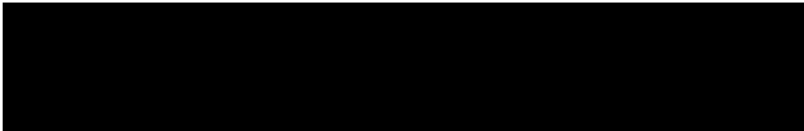
Witness (Signature)

Elisa Estanislao .....

Name of Witness

Accountant .....

Witness Occupation



Witness Address

Address:

Attention:

Email:

**The Collateral Agent**

by: GLAS AMERICAS LLC

by:



LISHA JOHN  
by: VICE PRESIDENT

Address: 3 Second Street, Suite 206, Jersey City, New Jersey 07311

Attention: Transaction Management Group for Hunter Holdco 3

Email: clientservices.americas@glas.agency

The Borrower Representative acknowledges this Deed for the purpose of designating the Deed as an Original Second Lien Facility Document under the Intercreditor Agreement.

**HUNTER HOLDCO 3 LIMITED**



By: Benjamin Jackson

Title: Director