



**Registration of a Charge**

Company name: **BBI HEALTHCARE LIMITED**

Company number: **05623945**



X9C43962

Received for Electronic Filing: **24/08/2020**

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**Details of Charge**

Date of creation: **21/08/2020**

Charge code: **0562 3945 0005**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description: **MATERIAL INTELLECTUAL PROPERTY DOMAIN NAMES: CHARGOR: BBI HEALTHCARE LIMITED DOMAIN NAME: BBIHEALTHCARE.COM REGISTRAR: ZEN.COM PLEASE SEE INSTRUMENT FOR FURTHER DETAILS. TRADE MARKS: CHARGOR: BBI HEALTHCARE LIMITED TRADE MARK: BALANCE ACTIV COUNTRY: EUROPEAN UNION REGISTRATION NUMBER: 941060 REGISTRATION DATE: 30-OCT-2008 APPLICATION NUMBER: 941060 APPLICATION DATE: 5-OCT-2007 CLASSES: 3,5 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.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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# 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: 5623945

Charge code: 0562 3945 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2020 and created by BBI HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th August 2020 .

Given at Companies House, Cardiff on 25th August 2020

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 21 August 2020 and is made between:

- (1) **EAGLE SPV 3 LIMITED** (registered in England and Wales with registered number 09655009 and with its registered address at Berry Smith LLP, Haywood House, Dumfries Place, Cardiff, United Kingdom, CF10 3GA) for itself and for the Chargors (the “**Parent**”);
- (2) **THE COMPANIES** listed in Schedule 1 (*Additional Chargors*) to this Security Accession Deed (the “**Additional Chargors**”); and
- (3) **ARES MANAGEMENT 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 2 June 2020 between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargors intend 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 and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed.
- (C) The Additional Chargors are 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 (*Third Party Rights*), 1.7 (*Deed*), 1.8 (*Permitted Transactions*) and 1.9 (*Notices and deliverables under this 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 its 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 the Additional Chargors 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, discharge and performance of its 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 (but no covenant shall be implied by such grant which is disappplied under Clause 13.1 (*Implied covenants for title*) of the Debenture); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargors in and to the relevant Charged Asset.

### 3.2 Legal mortgage

Subject to Clause 5 (*Excluded Assets*) of this Security Accession Deed, 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) Subject to Clause 5 (*Excluded Assets*) of this Security Accession Deed, each Additional Chargor assigns and agrees to assign absolutely:
  - (i) the proceeds of any Material 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 Security Accession Deed, 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 Material Insurance Policies.

### 3.4 Fixed charges

Subject to Clause 5 (*Excluded Assets*) of this Security Accession Deed, 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 Mandatory Prepayment Account;
- (c) by way of first fixed charge, each other Account;
- (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 Material 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) Subject to Clause 5 (*Excluded Assets*) of this Security Accession Deed, 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 notice to any Additional Chargor to the extent it is a Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
  - (i) this Security Accession Deed is enforceable in accordance with Clause 14 (*When Security becomes enforceable*) of the Debenture;

- (ii) the Security Agent reasonably considers that any of the Charged Assets in danger of being seized or sold pursuant to any form of legal process, or to be otherwise in jeopardy in each case in a manner which is or would be reasonably likely to constitute an Event of Default;
  - (iii) the Security Agent reasonably considers that it is necessary in order to protect the priority of the Security constituted by the floating charge created by Clause 4.1 (*Floating charge*); or
  - (iv) an Event of Default under clause 26.7 (*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 only to the extent of the assets 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 or takes any steps to create) any Security over any Charged Asset (save as permitted under the Facilities Agreement);
  - (ii) an Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as permitted under the Facilities Agreement);
  - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within 15 Business Days) which gives rise to an Event of Default; or
  - (iv) an Administration Event occurs, which gives rise to an Event of Default.

## 5. EXCLUDED ASSETS

- (a) Subject to paragraphs (b), (c) and (d) below, there shall be excluded from the Security created by Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) and Clause 3.4 (*Fixed charges*) and paragraph (a) of Clause 4.1 (*Floating charge*) of this Security Accession Deed (and any perfection or further assurance obligation set out in this Security Accession Deed):
- (i) any assets in which an Additional Chargor has an interest, in respect of which, that Additional Chargor is either absolutely or conditionally (including requiring the consent of any third party) prohibited (in writing or under applicable laws) from creating any charge over its interest in the relevant asset in each case until the relevant condition or waiver has been satisfied or obtained;
  - (ii) any asset or undertaking which, if subject to any such Security, would give a third party the right to terminate or otherwise amend any of the rights, benefits and/or obligations of an Additional Chargor in a manner which is not beneficial to that Additional Chargor in respect of that asset or undertaking or require that

Additional Chargor to take any action materially adverse to the commercial interests of the Group or any member thereof; and

- (iii) any asset or undertaking to the extent that the granting of such Security is not within the legal capacity of the relevant Additional Chargor or would conflict with the mandatory fiduciary duties of the directors (or other equivalent officers) of the relevant Additional Chargor or contravene any legal prohibition or have the potential to result in a material risk of personal or criminal liability on the part of any director (or other equivalent officer) of the relevant Additional Chargor.
- (b) For all material assets referred to in paragraph (a) above, each Additional Chargor shall use its reasonable endeavours to obtain the relevant consent or waiver of prohibition or condition (as soon as reasonably practicable after becoming aware of such prohibition or condition) so as to allow the creation of the Security over the relevant asset under Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*), Clause 3.4 (*Fixed charges*) and paragraph (a) of Clause 4.1 (*Floating charge*) of this Security Accession Deed provided that, notwithstanding the foregoing, no Security pursuant to Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*) or Clause 3.4 (*Fixed charges*) shall be required over (and no consent request submitted with respect to) assets which are required to support indebtedness of an Acquired Entity (as defined in the Facilities Agreement) and any of its Subsidiaries to the extent permitted by the terms of the Facilities Agreement to remain outstanding following a Permitted Acquisition, and no Acquired Entity or any of its Subsidiaries acquired pursuant to a Permitted Acquisition where such acquired indebtedness remains outstanding following completion of such Permitted Acquisition shall be required to become an Additional Chargor or grant Security with respect to the Finance Documents if prevented by the terms of the documentation governing such acquired indebtedness until such indebtedness is repaid or discharged (unless permitted to remain outstanding as Permitted Financial Indebtedness). If such consent or waiver has not been given within 20 Business Days of requesting it then the relevant Additional Chargor's obligation to obtain such consent or waiver shall cease on the expiry of that 20 Business Day period.
- (c) For any assets or undertakings in which an Additional Chargor acquires an interest in following the date of this Security Accession Deed, such Additional Chargor undertakes that it shall not actively seek to include a restriction on charging such asset or undertaking with the intention of such asset or undertaking becoming an Excluded Asset in accordance with paragraph (a) above.
- (d) For all assets referred to in paragraph (a)(iii) above, each relevant Additional Chargor shall use reasonable endeavours to overcome any such obstacle in connection with the legal capacity of the relevant Additional Chargor or any conflict with the fiduciary duties of the directors (or other equivalent officers) of the relevant Additional Chargor or any contravention of any legal prohibition or any material risk of personal or criminal liability on the part of any director (or other equivalent officer) of the relevant Additional Chargor.
- (e) Notwithstanding paragraph (b) above, no Additional Chargor shall be required to seek consent if it could or is reasonably expected to materially adversely affect the commercial reputation or interest of the relevant Additional Chargor, or if taking such actions would place commercial relationships with third parties in jeopardy or its ability to conduct its operations and business in the ordinary course as otherwise permitted by the Facilities Agreement. Further, in respect of any licensing agreement in respect of

any Material Intellectual Property, no consent shall be required to be requested until a Declared Default has occurred.

- (f) The representations, warranties and undertakings in this Security Accession Deed which would apply to an asset or undertaking but for that asset or undertaking being an Excluded Asset shall not be made in respect of or apply to that Excluded Asset.
- (g) Immediately upon receipt of the relevant waiver or consent, the formerly excluded assets shall stand charged or assigned (as applicable) to the Security Agent under Clause 3.2 (*Legal mortgage*), Clause 3.3 (*Assignment by way of Security*), Clause 3.4 (*Fixed charges*) and paragraph (a) of Clause 4.1 (*Floating charge*) of this Security Accession Deed.

## **6. Consent of existing charging companies**

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security granted by any Chargor by or under the Debenture (or any other Security Accession Deed).

## **7. Security power of attorney**

### **7.1 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 execute, deliver and perfect all other documents and do all things which the relevant Chargor is required to execute and do under this Security Accession Deed or any other Finance Document (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets).

### **7.2 Exercise of power of attorney**

The Security Agent and any Receiver may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

- (a) the occurrence of an Enforcement Event; or
- (b) the failure by an Additional Chargor to comply with any undertaking or obligation under this Security Accession Deed within five Business Days of being notified of that failure by the Security Agent (with a copy of such notice being sent to the Parent).

## **8. 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.

## **9. 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 the Parent and 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**  
**Additional Chargors**

<b>Name</b>	<b>Registered Number</b>	<b>Jurisdiction</b>	<b>Registered Address</b>
BBI Healthcare Limited	05623945	England and Wales	C/O Berry Smith LLP Haywood House, Dumfries Place, Cardiff, CF10 3GA
BBI Diagnostics Group Limited	03898291	England and Wales	C/O Berry Smith LLP Haywood House, Dumfries Place, Cardiff, CF10 3GA
BBI Solutions OEM Limited	08368483	England and Wales	C/O Berry Smith LLP Haywood House, Dumfries Place, Cardiff, CF10 3GA

**Schedule 2**  
**Material Real Property**

*[None as at the date of this Security Accession Deed]*

**Schedule 3**  
**Shares**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
BBi Diagnostics Limited	BBi Solutions OEM Limited	Ordinary	1
BBi Diagnostics Limited	BBi Healthcare Limited	Ordinary	1

**Schedule 4**  
**Material Intellectual Property**

**Domain Names**

<b><u>Chargor</u></b>	<b><u>Domain Name</u></b>	<b><u>Registrar</u></b>
BBi Diagnostics Group Limited	the-bbigroup.com	names.com
BBi Solutions OEM Limited	bbienzymes.com	names.com
BBi Solutions OEM Limited	bbisolutions.com	names.com
BBi Solutions OEM Limited	bbidetection.com	names.com
BBi Healthcare Limited	bbihealthcare.com	zen.com
BBi Healthcare Limited	balanceactiv.com	123-reg.co.uk
BBi Healthcare Limited	balance-activ.com	123-reg.co.uk
BBi Healthcare Limited	liftglucose.co.uk	godaddy.com
BBi Healthcare Limited	liftglucose.com	123-reg.co.uk
BBi Healthcare Limited	balanceactiv.ca	godaddy.com
BBi Healthcare Limited	liftglucose.ca	godaddy.com

### Trade marks

<u>Owner/Chargor</u>	<u>Trade mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Classes</u>
BBi Diagnostics Group Limited	BBi (2 balls logo)	European Union	011729671	2-Oct-2014	011729671	11-Apr-2013	
BBi Solutions OEM Limited	BBi SOLUTIONS	European Union	011346434	1-Aug-2013	011346434	14-Nov-2012	1
BBi Solutions OEM Limited	MORFFI	European Union	015929201	18-Apr-2017	015929201	14-Oct-2016	1,5,40,42
BBi Solutions OEM Limited	SCIPAC	European Union	993189	18-Jan-2010	993189	12-Nov-2008	1,5,9,10,35,42
BBi Solutions OEM Limited	SCIPAC	United Kingdom	UK00002488513	12-Dec-2008	UK00002488513	27-May-2008	1,5,9,10,35,42
BBi Solutions OEM Limited	MORFFI	USA	5578007	9-Oct-2018	87222158	1-Nov-2016	1,5,40,42
BBi Healthcare Limited	BALANCE ACTIV	European Union	941060	30-Oct-2008	941060	5-Oct-2007	3,5
BBi Healthcare Limited	BBi HEALTHCARE	European Union	011346517	1-Aug-2013	011346517	14-Nov-2012	1,5
BBi Healthcare Limited	GLUCO TABS	European Union	005321518	21-Dec-2010	005321518	18-Sep-2006	5
BBi Healthcare Limited	GLUCOJUICE	European Union	1371420	10-Sep-2018	1371420	25-Aug-2017	5
BBi Healthcare Limited	GLUCOJUICE	European Union	006964431	20-Jan-2009	006964431	4-Jun-2008	5,32
BBi Healthcare Limited	Glucotabs	European Union	005321286	21-Dec-2010	005321286	18-Sep-2006	5
BBi Healthcare Limited	Hypo Box	European Union	006226484	31-Jul-2008	006226484	24-Aug-2007	5,20
BBi Healthcare Limited	HYPOSTOP	European Union	003260338	26-Jan-2005	003260338	16-Jul-2003	5
BBi Healthcare Limited	HYPOSTOP logo	European Union	000389932	16-Aug-1999	000389932	29-Oct-1996	5

BBi Healthcare Limited	Lift Logo	European Union	--	--	017976314	30-Oct-2018	5,30
BBi Healthcare Limited	vagiTAB	European Union	017983787	16-Mar-2019	017983787	12-Nov-2018	5,10
BBi Healthcare Limited	GLUCO ISO	United Kingdom	UK00003147712	29-Apr-2016	UK00003147712	3-Feb-2016	5,32
BBi Healthcare Limited	Gluc Juice/GLUCOJUICE (series of 2)	United Kingdom	UK00002489247	27-Nov-2009	UK00002489247	4-Jun-2008	5
BBi Healthcare Limited	GLUCO TABS	United Kingdom	UK00002420207	27-Oct-2006	UK00002420207	20-Apr-2006	5
BBi Healthcare Limited	GLUCOGEL	United Kingdom	UK00002381618	10-Jun-2005	UK00002381618	7-Jan-2005	5
BBi Healthcare Limited	GLUCOGEL	United Kingdom	UK00003252828	24-Nov-2017	UK00003252828	25-Aug-2017	5
BBi Healthcare Limited	GLUCOJUICE	United Kingdom	UK00002489248	27-Nov-2009	UK00002489248	4-Jun-2008	5
BBi Healthcare Limited	GlucTabs	United Kingdom	UK00002420208	27-Oct-2006	UK00002420208	20-Apr-2006	5
BBi Healthcare Limited	Hypo Box	United Kingdom	UK0002464823A	11-Apr-2008	UK0002464823A	21-Aug-2007	5,20
BBi Healthcare Limited	HYPOBOX	United Kingdom	UK0002464823B	11-Jul-2008	UK0002464823B	21-Aug-2007	5,20
BBi Healthcare Limited	HYPOSTOP logo	United Kingdom	UK00001573597	2-Feb-1996	UK00001573597	28-May-1994	5
BBi Healthcare Limited	LESTRIN	United Kingdom	UK00003012555	8-Nov-2013	UK00003012555	4-Jul-2013	5
BBi Healthcare Limited	Lift Logo	United Kingdom	UK00003349230	1-Mar-2019	UK00003349230	29-Oct-2018	5,30
BBi Healthcare Limited	BALANCE ACTIV	USA	--	--	88735066	20-Dec-2019	3,5,10
BBi Healthcare Limited	Lift Logo	USA	--	--	88/177835	1-Nov-2018	5,30

**Schedule 5**  
**Material Insurance Policies**

Chargor	Insurer	Policy Number	Policy Type
BBI Diagnostics Group Limited  BBI Solutions OEM Limited  BBI Healthcare Limited	Chubb European Group SE QBE Insurance Europe Limited (50% of UK Property)		Combined Package/Liability
BBI Diagnostics Group Limited  BBI Solutions OEM Limited  BBI Healthcare Limited	Lloyds Syndicates via AJG Terrorism Facility		Terrorism
BBI Diagnostics Group Limited  BBI Solutions OEM Limited  BBI Healthcare Limited	Zurich Insurance plc		Deterioration of Stock

Notwithstanding anything to the contrary in this Debenture, none of the Insurance Policies listed above (or the proceeds thereof) shall be subject to the security created hereby to the extent relating to any directors' and officers' insurance, public liability insurance and any other insurance the proceeds of which are payable to the employees of the relevant Chargor or third parties.

**Schedule 6**  
**Accounts**

Chargor	Account Number/Sort Code	Currency	IBAN	SWIFT/BIC
BBI Diagnostics Group Limited		EUR		
BBI Diagnostics Group Limited		EUR		
BBI Diagnostics Group Limited		GBP		
BBI Diagnostics Group Limited		GBP		
BBI Diagnostics Group Limited		USD		
BBI Diagnostics Group Limited		USD		
BBI Diagnostics Group Limited		ZAR		
BBI Diagnostics Group Limited		ZAR		
BBI Solutions OEM Limited		EUR		
BBI Solutions OEM Limited		GBP		
BBI Solutions OEM Limited		USD		
BBI Solutions OEM Limited		USD		

BBI Healthcare Limited		EUR	
BBI Healthcare Limited		GBP	
BBI Healthcare Limited		USD	

**SIGNATURES TO THE SECURITY ACCESSION DEED**

**The Parent**

**EXECUTED AS A DEED** by  
**EAGLE SPV 3 LIMITED**  
acting by

)  
)  
)  
)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

.....

Witness address:

MATH TURNER  
.....

[Redacted Address]

**Additional Chargors**

**EXECUTED AS A DEED** by  
**BBI HEALTHCARE LIMITED**  
acting by

)  
)  
)  
)

[Redacted Signature]

.....  
Director

Witness signature:

.....  
[Redacted Signature]

Witness name:

.....  
MARK TURNER

Witness address:

.....  
[Redacted Address]  
.....

**EXECUTED AS A DEED** by  
**BBI DIAGNOSTICS GROUP**  
**LIMITED**  
acting by

)  
)  
)  
)

[Redacted Signature]

.....  
Director

Witness signature:

.....  
[Redacted Signature]

Witness name:

.....  
MARK TURNER

Witness address:

.....  
[Redacted Address]  
.....

**EXECUTED AS A DEED** by  
**BBI SOLUTIONS OEM LIMITED**  
acting by

)  
)  
)  
)

[Redacted Signature]

.....  
Director

Witness signature:

.....  
[Redacted Signature]

Witness name:

.....  
MARK TURNER

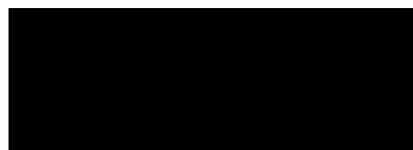
Witness address:

.....  
[Redacted Address]  
.....

**Security Agent**

by  
**ARES MANAGEMENT LIMITED**  
acting by

)  
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)  
)



Authorised signatory

*[Handwritten flourish]*