



**Registration of a Charge**

Company name: **OCTOPUS HEALTHCARE ADVISER LTD**

Company number: **05857926**



X85OLTQ3

Received for Electronic Filing: **17/05/2019**

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**Details of Charge**

Date of creation: **17/05/2019**

Charge code: **0585 7926 0001**

Persons entitled: **INVESTEC BANK PLC**

Brief description: **NOT APPLICABLE**

**Contains fixed charge(s).**

**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 THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **EMILY FULLER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5857926

Charge code: 0585 7926 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th May 2019 and created by OCTOPUS HEALTHCARE ADVISER LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2019 .

Given at Companies House, Cardiff on 20th May 2019

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**

**EXECUTION VERSION**

**ASSIGNMENT OF CASH  
DEPOSIT**

**THE ENTITIES LISTED IN SCHEDULE 1**

**as Chargors**

**and**

**INVESTEC BANK PLC**

**as Security Agent**

**17 May 2019**

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THIS DEED is made on 17 May 2019 between:

- (1) THE ENTITIES LISTED IN SCHEDULE 1 (the "**Chargors**" and each a "**Chargor**"); and
- (2) INVESTEC BANK PLC as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

THE PARTIES AGREE AS FOLLOWS:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this deed:

"**Accounts**" means the bank accounts listed in schedule 2 (*Accounts*) and any replacement account or any sub-division or sub-account of those accounts;

"**Charged Property**" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"**Default Basis**" means the rate at which interest is payable and the basis for determining payments due, as provided for in *clause 8.4 (Default Interest)* of the Facility Agreement;

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"**Event of Default**" means an Event of Default under the Facility Agreement;

"**Facility Agreement**" means the single currency revolving facility agreement made between, amongst others, (i) Octopus Capital Finco Limited (in its capacity as borrower) (the "**Borrower**"), (ii) Investec Bank plc (in its capacity as arranger) (the "**Arranger**"), (iii) Investec Bank plc (in its capacity as agent) (the "**Agent**"), (iv) the Security Agent, and (v) Investec Bank plc (in its capacity as lender) (the "**Lender**"), on or about the date of this deed;

"**Finance Documents**" means the Finance Documents as defined in the Facility Agreement;

"**Finance Parties**" means the Finance Parties as defined in the Facility Agreement;

"**Receiver**" means a receiver or receiver and manager in each case appointed under this deed;

"**Related Rights**" means, in relation to any asset:

- (a) any monies and proceeds paid or payable in relation to that asset; and
- (b) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of that asset;

"**Secured Obligations**" means all obligations at any time due, owing or incurred by the Obligors and the Parent to any Secured Party under the Finance Documents (including

any liabilities of any Obligor under a Secured Hedging Agreement), whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity);

**"Secured Parties"** means the Secured Parties as defined in the Facility Agreement;

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

## **1.2 Construction**

(a) In this deed, unless a contrary intention appears, a reference to:

- (i) words and expressions defined in the Facility Agreement have the same meanings when used in this deed unless otherwise defined in this deed;
- (ii) the "Agent", the "Arranger", the "Chargor", any "Finance Party", any "Lender", any "Secured Party", the "Security Agent", any "Obligor" or any "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
- (iii) the principles of construction contained in *clause 1.2 (Construction)* (other than clause 1.2(d)) of the Facility Agreement apply equally to the construction of this deed, except that references to the Facility Agreement will be construed as references to this deed;
- (iv) "assets" includes present and future properties, revenues and rights of every description;
- (v) a "Finance Document" or any other agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated or replaced;
- (vi) a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (vii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law one with which it is customary to comply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) a provision of law is a reference to that provision as amended or re-enacted;

- (ix) a time of day is a reference to London time; and
  - (x) any clause or schedule is a reference to, respectively, a clause of and schedule to this deed and any reference to this deed includes its schedules.
- (b) Section, clause and schedule heading are for ease of reference only.
  - (c) The parties intend that this document shall take effect as a deed, notwithstanding the fact that a party may only execute it under hand.
  - (d) A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default is "continuing" if it has not been waived.

### **1.3 Third Party Rights**

- (a) Any Receiver or Delegate will have the right to enforce the provisions of this deed which are given in its favour however the consent of a Receiver or Delegate is not required for the rescission or variation of this deed.
- (b) Subject to paragraph (a), a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed.

## **2. COVENANT TO PAY**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

## **3. CHARGING CLAUSE**

### **Security Assignment**

Each Chargor, as security for the payment and discharge of the Secured Obligations, assigns absolutely by way of security in favour of the Security Agent with full title guarantee, all of its right, title and interest in the Accounts and all Related Rights.

## **4. FURTHER ASSURANCE**

- (a) Each Chargor shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
  - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or
  - (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

## **5. REPRESENTATIONS AND WARRANTIES**

### **Matters Represented**

In entering into this deed the Security Agent has relied upon the provisions of *clause 18 (Representations)* of the Facility Agreement which shall mutatis mutandis apply to this deed as if they were set out in full.

Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made on each day on which a Repeating Representation under the Facility Agreement is repeated or deemed to be repeated.

## **6. UNDERTAKINGS - GENERAL**

### **6.1 Duration of Undertakings**

All of the undertakings given in this deed are given from the date of this deed until the end of the Security Period.

### **6.2 Negative Pledge**

None of the Chargors will create or agree to create or permit to subsist any Security over all or any part of the Charged Property except as created by this Deed and permitted by the Facility Agreement.

### **6.3 Disposal Restrictions**

None of the Chargors will enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer or otherwise dispose of all or any part of the Charged Property except as permitted by and in accordance with the Facility Agreement.

### **6.4 Preservation of Charged Property**

- (a) Each Chargor will observe and perform all covenants and stipulations from time to time affecting the Charged Property.
- (b) None of the Chargors will vary any contract or other document relevant to its interest in any Charged Property where such variation would have a material adverse effect on the value of the relevant Charged Property or the rights of the Secured Parties.

### **6.5 Documents Relating to Charged Property**

- (a) Without prejudice to any specific requirements in this deed for the delivery of documents, each Chargor will promptly deliver to the Security Agent all documents of title or evidence of ownership relating to the Charged Property which the Security Agent from time to time reasonably requires.

- (b) The Security Agent may retain any document delivered to it under this deed for the duration of the Security Period and, if for any reason it returns any document to a Chargor (or its nominee) before that time, it may by notice to such Chargor require that the relevant document be redelivered to it and such Chargor shall promptly comply (or ensure compliance) with that notice.

## **7. BANK ACCOUNTS**

### **7.1 Withdrawals**

- (a) At any time prior to an Event of Default which is continuing, a Chargor may withdraw all or any monies from time to time standing to the credit of an Account.
- (b) Upon the occurrence of an Event of Default which is continuing, a Chargor shall not be permitted to withdraw any monies from time to time standing to the credit of an Account save for in accordance with clause 21.24 (*Operating Accounts*) of the Facility Agreement.

### **7.2 Perfection of Bank Account Security**

- (a) Each Chargor will, promptly following execution of this deed:
  - (i) give notice (substantially in the relevant form set out in **schedule 3** (Forms of notice to Account Banks)) to each institution with which it holds any Account (each an "Account Bank"), of the Security created by this deed over those Accounts and provide evidence satisfactory to the Security Agent (acting reasonably) of the delivery of that notice; and
  - (ii) use its reasonable endeavours to ensure that each Account Bank acknowledges that notice by either countersigning a copy of it or providing an acknowledgement in a form satisfactory to the Security Agent and delivering such acknowledgment to the Security Agent.

## **8. ATTORNEY**

- 8.1** Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, deliver and perfect any deed, agreement or other instrument and to do any act or thing:

- (a) which that Chargor is required to do by the terms of any Finance Document; and/or
- (b) which is for the purpose of enabling the exercise of any rights or powers conferred on the Security Agent or any Receiver by any Finance Document or by law,

and each Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

- 8.2** The power given under clause 8.1 above may be exercised at any time after:

- (a) the expiry of five days following the failure by that Chargor to do that which it is required to do by the terms of any Finance Document; or
- (b) an Event of Default has occurred which is continuing.

## **9. ENFORCEMENT**

### **9.1 Exercise of Enforcement Powers**

At any time after an Event of Default has occurred and is continuing or notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to the Chargors:

- (a) the security created by or pursuant to this deed is immediately enforceable;
- (b) the Security Agent may enforce all or any part of the security and hold, sell or otherwise dispose and/or deal with all or any part of the Charged Property; and
- (c) the Security Agent may exercise all rights and powers conferred by this deed or by statute (as varied or extended by this deed) on the Security Agent or on a Receiver, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

### **9.2 Appointment of Receiver**

- (a) Subject to paragraph (c) below, if:
  - (i) an Event of Default has occurred and is continuing;
  - (ii) notice demanding payment of any sum which is then due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to any Chargor; or
  - (iii) so requested by the relevant Chargor,

the Security Agent may by writing under hand appoint any person (or persons) to be a Receiver of all or any part of the Charged Property.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (c) A Receiver may not be appointed solely by reason of the obtaining of a moratorium under section 1A of the Insolvency Act 1986 in relation to a Chargor, or anything done with a view to obtaining such a moratorium.

### **9.3 Appropriation**

- (a) In this deed, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003.
- (b) If:
  - (i) an Event of Default has occurred and is continuing; or

- (ii) notice demanding payment of any sum which is due but unpaid in respect of the Secured Obligations has been given by the Security Agent or any other Secured Party to a Chargor,

the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.

- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner and having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
  - (i) the Security Agent must account to the applicable Chargor for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
  - (ii) the Chargors will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

## **10. EXTENSION AND VARIATION OF STATUTORY POWERS**

### **10.1 Statutory Powers**

The powers conferred on mortgagees, receivers or administrative receivers by statute shall apply to the security created by this deed (to the extent possible), unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers conferred by statute and those contained in this deed, those contained in this deed shall prevail.

### **10.2 Section 101 LPA Powers**

The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 shall arise on the date of this deed and for that purpose the Secured Obligations are deemed to have fallen due on the date of this deed.

### **10.3 Restrictions Disapplied**

The restrictions on the consolidation of mortgages and on exercise of the power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

## **11. PROTECTION OF THIRD PARTIES**

### **11.1 No Obligation to Enquire**

No purchaser from, or other person dealing with, the Security Agent, any Receiver or Delegate shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remain outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

#### **11.2 Receipt Conclusive**

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys or other consideration paid to or by the direction of the Security Agent or any Receiver.

### **12. PROTECTION OF SECURITY AGENT AND RECEIVER**

#### **12.1 Role of Security Agent**

The provisions set out in *clause 25 (Role of the Agent, the Arranger, the Security Agent and Others)* of the Facility Agreement shall govern the rights, duties and obligations of the Security Agent under this deed.

#### **12.2 Delegation**

The Security Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this deed to any person or persons upon such terms and conditions (including the power to sub-delegate) as it may think fit. The Security Agent will not be liable or responsible to the Chargors or any other person for any losses arising from any act, default, omission or misconduct on the part of any Delegate.

#### **12.3 No Liability**

Neither the Security Agent nor any Receiver or Delegate shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his or her gross negligence or willful default.

#### **12.4 Indemnity**

- (a) The Chargors jointly and severally shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
  - (i) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
  - (ii) the taking, holding, protection or enforcement of the security constituted by this deed;
  - (iii) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by this deed or by law;

- (iv) any default by a Chargor in the performance of any of the obligations expressed to be assumed by it in this deed;
  - (v) instructing lawyers, accountants, tax advisors, surveyors or other professional advisors or experts as permitted under the Finance Documents; or
  - (vi) acting as Security Agent, Receiver or Delegate (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) Each Chargor expressly acknowledges and agrees that the continuation of its indemnity obligations under this *clause 12.4* will not be prejudiced by any release of security or disposal of any Charged Property.
  - (c) The Security Agent and every Receiver and Delegate may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this *clause 12.4*.

### **13. APPLICATION OF ENFORCEMENT PROCEEDS**

#### **13.1 Order of Application**

All proceeds of enforcement (whether cash or non-cash) received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by *clause 32.1 (Order of Application)* of the Facility Agreement notwithstanding any purported appropriation by the Chargors.

#### **13.2 Suspense Account**

- (a) Until the Secured Obligations are paid in full, each Secured Party may place and keep (to the extent possible and for such time as it shall determine) any recoveries or other proceeds of enforcement received pursuant to this deed or otherwise on account of a Chargor's liability in respect of the Secured Obligations in an interest bearing separate suspense account, without having any obligation to apply all or any part of the same in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Finance Documents but at the time when amounts may or will become due, a Secured Party may pay any recoveries or other proceeds of enforcement into a suspense account.

### **14. PROTECTION OF SECURITY**

#### **14.1 Continuing Security**

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations for the duration of the Security Period.

#### **14.2 Other Security**

- (a) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.
- (b) This security may be enforced against a Chargor without first having recourse to any other rights of the Security Agent or any other Secured Party.

#### **14.3 Cumulative Powers**

- (a) The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate.
- (b) The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever.
- (c) The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

#### **14.4 Amounts Avoided**

If any amount paid by a Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

#### **14.5 Discharge Conditional**

If any discharge, release or arrangement (whether in respect of the obligations of the Chargors or in respect of any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargors under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

#### **14.6 Waiver of Defences**

The obligations of the Chargors under this deed will not be affected by an act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this deed (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

#### **14.7 Non-competition.**

Until all amounts which are due and payable in respect of the Secured Obligations have been irrevocably paid in full and unless the Security Agent otherwise directs, none of the Chargors will exercise any rights which it may have by reason of performance by it of its obligations under this deed or by reason of any amounts being due and payable, or liability arising under this deed:

- (a) to claim any right of indemnity or contribution in respect of any payment made or other satisfaction of that Chargor's liability under this deed;
- (b) to take the benefit (whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents; and/or
- (c) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

Each Chargor shall hold any benefit, payment or distribution received by it contrary to this *clause 14.7 (Non-competition)* on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with *clause 13 (Application of Enforcement Proceeds)*.

#### **14.8 Subsequent Security - Ruling-off Accounts.**

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property it may open a new account for such Chargor in its books. If it does not do so then (unless it gives express notice to the contrary to such Chargor), as from the time it receives that notice, all payments made by such Chargor to it shall (in the absence of any express appropriation to the contrary) be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

#### **14.9 Redemption of Prior Charges**

The Security Agent may, at any time after an Event of Default has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property (except as permitted by the Facility Agreement) or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on Chargor. Each Chargor will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

**15. COSTS AND EXPENSES**

**15.1 Costs and Expenses**

The provisions of *clause 16 (Costs and Expenses)* of the Facility Agreement apply to this deed as if set out in full herein.

**15.2 Default Interest**

Any amounts payable by the Chargors under this deed will, if not paid when due, carry interest determined on the Default Basis.

**16. SET-OFF**

- (a) Any Secured Party may set off any matured obligation due from the Chargors under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Chargors, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) If the relevant obligation or liability of a Chargor is unliquidated or unascertained, the Secured Party may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

**17. NOTICES**

**17.1 Communications in Writing**

Any communication made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by post or by email.

**17.2 Addresses**

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is:

- (a) as shown immediately after its name on the execution pages of this deed (in the case of any person who is a party as at the date of this deed);
- (b) in the case of any person who becomes a party after the date of this deed, notified in writing to the Security Agent on or prior to the date on which it becomes a party,
- (c) or any substitute address or email address as the party may notify to the Security Agent (or the Security Agent may notify to the parties, if a change is made by the Security Agent) by not less than five Business Days' notice.

**17.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:

- (i) if by way of email, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under **clause 17.2 (Addresses)**, if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

#### **17.4 Electronic Communication**

Any communication to be made in connection with this deed, between the parties to this deed may be made by electronic mail or other electronic means:

- (a) to the extent that the parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two parties:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.
- (b) Any electronic communication made between the parties will be effective only when actually received in readable form and in the case of any electronic communication made by a party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

### **18. CHANGES TO PARTIES**

#### **Assignment by the Security Agent**

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed pursuant to the resignation or removal of the Security Agent in accordance with clause 25.13 of the Facility Agreement. Each Chargor shall, promptly upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignment or transfer.

### **19. CURRENCY**

#### **19.1 Conversion**

All monies received or held by the Security Agent or any Receiver under this deed may be converted into any other currency which the Security Agent considers necessary to

discharge any obligations and liabilities comprised in the Secured Obligations in that other currency at a market rate of exchange then prevailing.

**19.2 No Discharge**

No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge any obligation or liability in respect of which it was made unless and until the Security Agent has received payment in full in the currency in which the obligation or liability is payable or, if the currency of payment is not specified, was incurred. To the extent that the amount of any such payment shall on actual conversion into that currency fall short of that obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action in relation to the shortfall and shall be entitled to enforce the security constituted by this deed to recover that amount.

**20. MISCELLANEOUS**

**20.1 Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount or rate under this deed is, in the absence of manifest error, conclusive evidence of the matter to which it relates.

**20.2 Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

**20.3 Counterparts**

This 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 deed.

**20.4 Failure to Execute**

Failure by one or more parties ("Non-Signatories") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

**20.5 Covenant to Release**

Upon the expiry of the Security Period or as otherwise provided for in the Facility Agreement, the Security Agent and each Secured Party shall, at the request and cost of the Chargors, take any action which is necessary to release or re-assign the Charged Property from the security constituted by this deed.

**21. GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence,

validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a "Dispute").

- (c) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

**IN WITNESS** whereof this deed has been duly executed and delivered on the above date first above written.

## **SCHEDULE 1**

### **Chargors**

| <b>Name of Chargor</b>                      | <b>Registration number (or equivalent, if any)</b> |
|---------------------------------------------|----------------------------------------------------|
| Octopus AIF Management Limited              | 08802172                                           |
| Octopus Capital Finco Limited               | 09210268                                           |
| Octopus Capital Healthcare Holdings Limited | 09082100                                           |
| Octopus Capital Healthcare Midco Limited    | 09082084                                           |
| Octopus Capital Healthcare Bidco Limited    | 09082095                                           |
| Octopus Healthcare Sub Holdings Limited     | 05208926                                           |
| Octopus Investments Limited                 | 03942880                                           |
| Octopus Healthcare Management Limited       | 05258639                                           |
| Octopus Healthcare Adviser Limited          | 05857926                                           |
| Octopus Healthcare Development Limited      | 03788979                                           |

## SCHEDULE 2

### Accounts

| Obligor                                  | Bank          | Account details                   | Currency | Jurisdiction | Account type      |
|------------------------------------------|---------------|-----------------------------------|----------|--------------|-------------------|
| Octopus Investments Limited              | HSBC Bank plc | Sort code: 400328<br>No: 11684302 | GBP      | England      | Operating Account |
| Octopus Investments Limited              | HSBC Bank plc | Sort code: 400515<br>No: 77708157 | USD      | England      | Operating Account |
| Octopus Investments Limited              | HSBC Bank plc | Sort code: 400515<br>No: 77708165 | EUR      | England      | Operating Account |
| Octopus Investments Limited              | HSBC Bank plc | Sort code: 400515<br>No: 82772002 | AUD      | England      | Operating Account |
| Octopus Investments Limited              | HSBC Bank plc | Sort code: 400328<br>No: 62740672 | GBP      | England      | Operating Account |
| Octopus AIF Management Limited           | HSBC Bank plc | Sort code: 400328<br>No: 63819574 | GBP      | England      | Operating Account |
| Octopus Capital Finco Limited            | RBS Bank      | Sort code: 600001<br>No: 45720371 | GBP      | England      | Operating Account |
| Octopus Capital Finco Limited            | RBS Bank      | Sort code: 600001<br>No: 45721831 | GBP      | England      | Operating Account |
| Octopus Capital Finco Limited            | RBS Bank      | Sort code: 600001<br>No: 45721858 | GBP      | England      | Operating Account |
| Octopus Capital Healthcare Midco Limited | HSBC Bank plc | Sort code: 400328<br>No: 53821218 | GBP      | England      | Operating Account |
| Octopus Capital Healthcare               | HSBC Bank plc | Sort code: 400328                 | GBP      | England      | Operating Account |

|                                             |                   |                                   |     |         |                   |
|---------------------------------------------|-------------------|-----------------------------------|-----|---------|-------------------|
| Bidco Limited                               |                   | No: 73821420                      |     |         |                   |
| Octopus Healthcare Sub Holdings Limited     | Barclays Bank plc | Sort code: 200000<br>No: 40353183 | GBP | England | Operating Account |
| Octopus Healthcare Management Limited       | Barclays Bank plc | Sort code: 200000<br>No: 70176249 | GBP | England | Operating Account |
| Octopus Healthcare Management Limited       | Barclays Bank plc | Sort code: 200000<br>No: 50480967 | GBP | England | Operating Account |
| Octopus Healthcare Adviser Limited          | Barclays Bank plc | Sort code: 200000<br>No: 23245489 | GBP | England | Operating Account |
| Octopus Healthcare Adviser Limited          | Barclays Bank plc | Sort code: 200000<br>No: 60032840 | GBP | England | Operating Account |
| Octopus Healthcare Development Limited      | Barclays Bank plc | Sort code: 200000<br>No: 80404136 | GBP | England | Operating Account |
| Octopus Capital Healthcare Holdings Limited | HSBC Bank plc     | Sort code: 400328<br>No: 23821439 | GBP | England | Operating Account |

### SCHEDULE 3

#### Forms of Notice to Account Banks

##### Part 1

#### Notice to Account Bank: HSBC Bank plc

To: HSBC Bank plc (the "Account Bank")

Dated: [ ] 2019

Dear Sirs:

Re: Assignment over cash deposit deed dated [ ] 2019 between, (1) the entities listed in Schedule 1 thereto as Chargors (including Octopus Investments Limited, Octopus Capital Healthcare Midco Limited, Octopus Capital Healthcare Holdings Limited, Octopus Capital Healthcare Bidco Limited, Octopus AIF Management Limited and Octopus Investments Limited), and (2) Investec Bank plc as Security Agent ("**Assignment over Cash Deposit**") - **Security over Bank Accounts**

We notify you that, under the Assignment over Cash Deposit, we have assigned in favour of the Security Agent for the benefit of the Secured Parties as referred to in the Assignment over Cash Deposit, all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts, as security for certain obligations.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We are permitted to withdraw any amount from the Charged Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from those accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Accounts without the prior written consent of the Security Agent.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
4. Please sign and return the enclosed copy of this notice to the Security Agent by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that each Chargor has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargors, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Yours faithfully,

\_\_\_\_\_  
Name:  
for and on behalf of  
**Octopus Capital Healthcare Midco Limited**

\_\_\_\_\_  
Name:  
for and on behalf of  
**Octopus Capital Healthcare Holdings Limited**

\_\_\_\_\_  
Name:  
for and on behalf of  
**Octopus Capital Healthcare Bidco Limited**

\_\_\_\_\_  
Name:  
for and on behalf of  
**Octopus AIF Management Limited**

Name:  
for and on behalf of  
**Octopus Investments Limited**

### Schedule

| Obligor                                     | Bank          | Account details                   | Currency | Account type      |
|---------------------------------------------|---------------|-----------------------------------|----------|-------------------|
| Octopus Investments Limited                 | HSBC Bank plc | Sort code: 400328<br>No: 11684302 | GBP      | Operating Account |
| Octopus Investments Limited                 | HSBC Bank plc | Sort code: 400515<br>No: 77708157 | USD      | Operating Account |
| Octopus Investments Limited                 | HSBC Bank plc | Sort code: 400515<br>No: 77708165 | EUR      | Operating Account |
| Octopus Investments Limited                 | HSBC Bank plc | Sort code: 400515<br>No: 82772002 | AUD      | Operating Account |
| Octopus Investments Limited                 | HSBC Bank plc | Sort code: 400328<br>No: 62740672 | GBP      | Operating Account |
| Octopus AIF Management Limited              | HSBC Bank plc | Sort code: 400328<br>No: 63819574 | GBP      | Operating Account |
| Octopus Capital Healthcare Midco Limited    | HSBC Bank plc | Sort code: 400328<br>No: 53821218 | GBP      | Operating Account |
| Octopus Capital Healthcare Bidco Limited    | HSBC Bank plc | Sort code: 400328<br>No: 73821420 | GBP      | Operating Account |
| Octopus Capital Healthcare Holdings Limited | HSBC Bank plc | Sort code: 400328<br>No: 23821439 | GBP      | Operating Account |

***On acknowledgement copy***

To: Investec Bank Plc  
30 Gresham Street, London, EC2V 7QP

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4(a) to (d) above.

Name: \_\_\_\_\_  
for and on behalf of  
**HSBC BANK PLC**

Dated: \_\_\_\_\_

Part 2

Notice to Account Bank: Royal Bank of Scotland Plc

To: Royal Bank of Scotland Plc (the "Account Bank")

Dated: [ ] 2019

Dear Sirs:

Re: Assignment over cash deposit deed dated [ ] 2019 and made between (1) the entities listed in Schedule 1 thereto as Chargors (including Octopus Capital Finco Limited) and (2) Investec Bank plc as Security Agent ("Assignment over Cash Deposit") - Security over Bank Accounts

We notify you that, under the Assignment over Cash Deposit, we have assigned in favour of the Security Agent for the benefit of the Secured Parties as referred to in the Assignment over Cash Deposit, all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts, as security for certain obligations.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We are permitted to withdraw any amount from the Charged Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from those accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Operating Accounts without the prior written consent of the Security Agent, save for in accordance with the Facility Agreement.
3. You shall have no liability for having acted on instructions from any person (including, but not limited to, the Chargee or the Security Agent) which on their face appear to be genuine, and which otherwise comply with the latest bank mandate held by you or relevant electronic banking system procedures in the case of an electronic instruction.
4. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
5. Please sign and return the enclosed copy of this notice to the Security Agent by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that the Chargor has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;

- (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts; and
- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Yours faithfully,

---

Name:  
for and on behalf of  
**Octopus Capital Finco Limited**

**Schedule**

| <b>NAME OF<br/>CHARGOR</b>       | <b>NAME OF<br/>ACCOUNT</b> | <b>ACCOUNT<br/>NUMBER</b> | <b>SORT CODE</b> | <b>CURRENCY</b> |
|----------------------------------|----------------------------|---------------------------|------------------|-----------------|
| Octopus Capital<br>Finco Limited | Operating Account          | 45720371                  | 600001           | GBP             |
| Octopus Capital<br>Finco Limited | Operating Account          | 45721831                  | 600001           | GBP             |
| Octopus Capital<br>Finco Limited | Operating Account          | 45721858                  | 600001           | GBP             |

***On acknowledgement copy***

To: Investec Bank Plc  
30 Gresham Street, London, EC2V 7QP

We acknowledge receipt of the above notice (in reliance upon, amongst other matters, paragraph 3 above) and confirm the matters set out in paragraph 5(a) to (d) above.

\_\_\_\_\_  
Name:  
for and on behalf of  
**ROYAL BANK OF SCOTLAND PLC**

Dated: \_\_\_\_\_

Part 3

Notice to Account Bank: Barclays Bank plc

To: Barclays Bank plc (the "Account Bank")

Dated: [ ] 2019

Dear Sirs:

Re: Assignment over cash deposit deed dated [ ] 2019 between, amongst others, (1) Octopus Healthcare Sub Holdings Limited, Octopus Healthcare Management Ltd, Octopus Healthcare Adviser Ltd and Octopus Healthcare Development Ltd as Chargors and (2) Investec Bank plc as Security Agent ("Assignment over Cash Deposit") - Security over Bank Accounts

We notify you that, under the Assignment over Cash Deposit, we have assigned in favour of the Security Agent for the benefit of the Secured Parties as referred to in the Assignment over Cash Deposit, all our right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing on the Charged Accounts, as security for certain obligations.

1. We irrevocably authorise and instruct you:
  - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
  - (b) to disclose to the Security Agent any information relating to the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We are permitted to withdraw any amount from the Charged Accounts for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that we are no longer permitted to withdraw any amount from those accounts without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the Operating Accounts without the prior written consent of the Security Agent, save for in accordance with the Facility Agreement.
3. The provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.
4. Please sign and return the enclosed acknowledgment of this notice to the Security Agent by way of your confirmation that:
  - (a) you agree to act in accordance with the provisions of this notice;
  - (b) you have not received notice that each Chargor has assigned or charged its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
  - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Chargors, any right of set-off, counter-claim or other right relating to the Charged Accounts.

The provisions of this notice are governed by English law.

Yours faithfully,

---

Name:  
for and on behalf of  
**Octopus Healthcare Sub Holdings Ltd**

---

Name:  
for and on behalf of  
**Octopus Healthcare Management Ltd**

---

Name:  
for and on behalf of  
**Octopus Healthcare Adviser Ltd**

---

Name:  
for and on behalf of  
**Octopus Healthcare Development Ltd**

**Schedule**

| <b>NAME OF CHARGOR</b>                  | <b>NAME OF ACCOUNT</b> | <b>ACCOUNT NUMBER</b> | <b>SORT CODE</b> | <b>CURRENCY</b> |
|-----------------------------------------|------------------------|-----------------------|------------------|-----------------|
| Octopus Healthcare Sub Holdings Limited | Operating Account      | 40353183              | 20-00-00         | GBP             |
| Octopus Healthcare Management Limited   | Operating Account      | 70176249              | 20-00-00         | GBP             |
| Octopus Healthcare Management Limited   | Operating Account      | 50480967              | 20-00-00         | GBP             |
| Octopus Healthcare Adviser Limited      | Operating Account      | 23245489              | 20-00-00         | GBP             |
| Octopus Healthcare Adviser Limited      | Operating Account      | 60032840              | 20-00-00         | GBP             |
| Octopus Healthcare Development Limited  | Operating Account      | 80404136              | 20-00-00         | GBP             |

## ***Acknowledgement***



To:  
Investec Bank Plc  
30 Cresham Street  
London  
EC2V 7QP  
(the "Chargee")

and

Octopus Group Plc  
33 Holborn  
London  
EC1N 2HT  
(the "Chargor")

Dear Sirs,

Notice of floating charge dated ..... 2019 (the "Notice")

We acknowledge receipt of the Notice solely in relation to the accounts details of which are set put below: (the "Accounts")

| NAME OF CHARGOR                         | NAME OF ACCOUNT   | ACCOUNT NUMBER | SORT CODE | CURRENCY |
|-----------------------------------------|-------------------|----------------|-----------|----------|
| Octopus Healthcare Sub Holdings Limited | Operating Account | 40353183       | 20-00-00  | GBP      |
| Octopus Healthcare Management Limited   | Operating Account | 70176249       | 20-00-00  | GBP      |
| Octopus Healthcare Management Limited   | Operating Account | 50480967       | 20-00-00  | GBP      |
| Octopus Healthcare Adviser Limited      | Operating Account | 23245489       | 20-00-00  | GBP      |
| Octopus Healthcare Adviser Limited      | Operating Account | 60032840       | 20-00-00  | GBP      |
| Octopus Healthcare Development Limited  | Operating Account | 80404136       | 20-00-00  | GBP      |

We confirm that:

1. We will continue to operate the Accounts solely on the instructions of the Chargor unless and until:
  - a. we have received written confirmation (by email and post) addressed to Howard Hughes, ([howard.hughes@barclays.com](mailto:howard.hughes@barclays.com)) Barclays Bank PLC, Level 12, 1 Churchill Place, Canary Wharf, London, E14 5HP, a notice from the Chargee asking us to block the Accounts together with a copy of the Notice and this Acknowledgement (the "Blocking Notice"); and

- b. the date at which we have acknowledged to the Chargee in writing that we have received the Blocking Notice,

we shall block the Accounts and not permit further withdrawals by the Chargor and take instructions from the Chargee only. Please note that we will not be able to permit withdrawals from the Accounts in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee to operate the Accounts and the Accounts will remain blocked and non-operational until that time; and

2. The business team responsible for the Accounts has not, as at the date of this acknowledgement, received any notice that any third party has any right or interest whatsoever in or has made any claim or demand or taken any action whatsoever against the Accounts and / or the debts represented thereby, or any part of any of it or them; and
3. notwithstanding any term of the Notice:
- a. we have neither claimed nor exercised nor will claim or exercise in priority to your charge any security, interest, set off, counterclaim or other rights in respect of the Accounts, the sums standing to the credit of the Accounts other than in relation to standard bank charges; and
- b. we shall be entitled at any time to deduct from the Accounts any amounts to satisfy any of our or the Chargor's obligations and / or liabilities incurred in respect of any unpaid sums (including but not limited to cheques and payment reversals) which we as account bank are legally obliged to make in the ordinary course of operating the accounts noted above, provided that our agreement in this Acknowledgement not to exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Accounts in priority to the Chargee, shall not apply in relation to our standard bank charges and fees incurred in connection with these operating accounts; and
4. we will disclose to the Chargee any information relating to the Chargor and the Accounts which the Chargee may from time to time request us to provide.

We do not confirm or agree to any of the other matters set out in the Notice.

Our acknowledgement of the Notice is subject to the following conditions:

5. We shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) any notice contrary to the terms of a Blocking Notice or (C) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee);
6. we shall have no liability for having acted on instructions from any person (including, but not limited to, the Chargee) which on their face appear to be genuine, and which otherwise comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction, and
7. we shall not be deemed to be a trustee for the Chargor or the Chargee of the Accounts.

This Acknowledgement and any non-contractual obligations arising out of or in connection with this Acknowledgement are governed by the laws of England and Wales.

Yours faithfully

Name: Howard Hughes

#### Internal Only

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702).  
Registered in England. Registered No. 1026167 Registered office: 1 Churchill Place, London E14 5HP.

**Position: Director**  
**For and on behalf of Barclays Bank PLC**

**Internal Only**

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702).  
Registered in England. Registered No. 1026167. Registered office: 1 Churchill Place, London E14 5HP.

## SIGNATORIES

Chargors

Executed as a deed by  
OCTOPUS INVESTMENTS LIMITED:

)  
)  
)



Director:

Name

WITNESS  
Director/Secretary

NICOLA COOPER

Name

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT, EPPING, ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

## Notice Details

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

3. History

Name \_\_\_\_\_

LUKASZ MICHAŁAK

~~None~~

WITNESS OCCUPATION: INVESTMENT MANAGER

**Address:** 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

**Attention:** Lukasz Michalak

**Email:** [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
OCTOPUS CAPITAL FINCO LIMITED:

} 

Director: \_\_\_\_\_

Name

~~WITNESS~~  
~~Director/Secretary~~

NICOLA COOPER

Name

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT EPPING ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Ben

Name 

**Director/Secretary**

Name \_\_\_\_\_

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

**Email:** [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
OCTOPUS CAPITAL HEALTHCARE  
MIDCO LIMITED:

)  
)  
) 

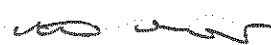
Director: \_\_\_\_\_

Name

WITNESS  
~~Director/Secretary~~

\_\_\_\_\_  
N. COLE COOPER

Name

WITNESS SIGNATURE : 

WITNESS ADDRESS : ADDISON COURT , EPPING , ESSEX

WITNESS OCCUPATION : EXECUTIVE ASSISTANT

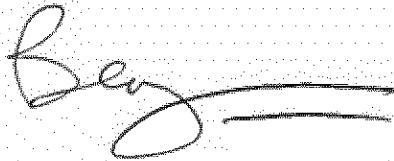
**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
**OCTOPUS CAPITAL HEALTHCARE  
BIDCO LIMITED:**

) 

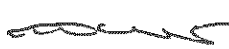
Director: \_\_\_\_\_

Name

WITNESS  
~~Director/Secretary~~

\_\_\_\_\_  
NICOLA COOPER

Name

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT, EPPING, ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

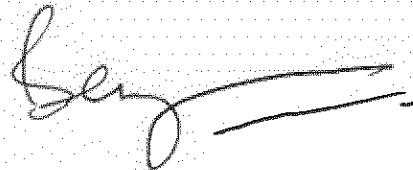
**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
**OCTOPUS HEALTHCARE  
SUB HOLDINGS LIMITED:**

) 

Director: \_\_\_\_\_

Name

~~WITNESS~~  
~~Director/Secretary~~

NICOLA COOPER

Name

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT EPPING ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
OCTOPUS HEALTHCARE  
MANAGEMENT LIMITED:

) 

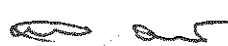
Director:

Name

WITNESS  
Director/Secretary

NICOLA COOPER

Name

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT EPPING ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

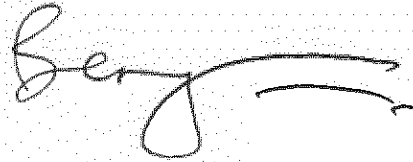
**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
**OCTOPUS HEALTHCARE  
DEVELOPMENT LIMITED:**

) 

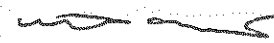
Director: \_\_\_\_\_

Name

~~WITNESS~~  
~~Director/Secretary~~

Name

NICOLA COOPER

WITNESS SIGNATURE : 

WITNESS ADDRESS : ADDISON COURT, EPPING, ESSEX

WITNESS OCCUPATION : EXECUTIVE ASSISTANT

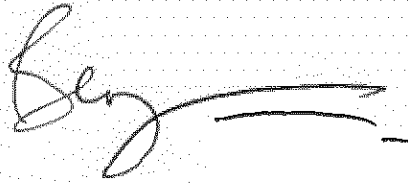
**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Executed as a deed by  
**OCTOPUS HEALTHCARE  
ADVISER LIMITED:**

) 

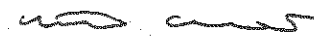
Director:

Name

WITNESS  
Director/Secretary

Name

NICOLA COOPER

WITNESS SIGNATURE: 

WITNESS ADDRESS: ADDISON COURT, EPPING, ESSEX

WITNESS OCCUPATION: EXECUTIVE ASSISTANT

**Notice Details**

Address: 6<sup>th</sup> Floor 33 Holborn, London, England, EC1N 2HT

Attention: Lukasz Michalak

Email: [lmichalak@octopusinvestments.com](mailto:lmichalak@octopusinvestments.com)

Security Agent

Signed for and on behalf of

**INVESTEC BANK PLC:**

)  
)  
)



Name: Alan Macdonald  
Authorised Signatory

)  
)  
)



Name: Matthew Hansford  
Authorised Signatory

Notice Details

Address: 30 Gresham Street, London, EC2V 7QP

Attention: Slade Spalding and Joshua Band

Email: [slade.spalding@investec.co.uk](mailto:slade.spalding@investec.co.uk)  
[joshua.band@investec.co.uk](mailto:joshua.band@investec.co.uk)