



Registration of a Charge

Company Name: **ASHFIELD MEETINGS & EVENTS GROUP LIMITED**

Company Number: **06015247**



Received for filing in Electronic Format on the: **24/11/2021**

XAHX0SGZ

Details of Charge

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

Charge code: **0601 5247 0001**

Persons entitled: **DEUTSCHE BANK AG NEW YORK BRANCH AS COLLATERAL AGENT
FOR THE SECURED PARTIES ON THE TERMS AND CONDITIONS SET
OUT IN THE INTERCREDITOR AGREEMENT**

Brief description:

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6015247

Charge code: 0601 5247 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2021 and created by ASHFIELD MEETINGS & EVENTS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2021 .

Given at Companies House, Cardiff on 25th November 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEBENTURE ACCESSION DEED

To: **Deutsche Bank AG New York Branch** as Collateral Agent

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

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

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

Fixed Charge

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

Floating Charge

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

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

Miscellaneous

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

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SCHEDULE 1
TO THE DEBENTURE ACCESSION DEED
THE NEW CHARGORS

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

SCHEDULE 2
TO THE DEBENTURE ACCESSION DEED
SHARES

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

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

EXECUTED as a **DEED**

by **AQUILANT SPECIALIST HEALTHCARE SERVICES LIMITED**



____ Signature of Director

Grainne McAleese



____ Signature of Director

Louise Tallon

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **ASHFIELD HEALTH LIMITED**

____ Signature of Director

Richard Lawrence

____ Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **ASHFIELD HEALTHCARE LIMITED**



____ Signature of Director

Michael O'Leary



____ Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **ASHFIELD EXCELLENCE ACADEMY LIMITED**

 _____ Signature of Director

Michael O'Leary

 _____ Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **ASHFIELD MEETINGS & EVENTS GROUP LIMITED**

____ Signature of Director

Michael O'Leary

____ Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

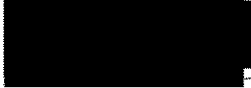
EXECUTED as a **DEED**

by **ASHFIELD MEETINGS & EVENTS LIMITED**



Signature of Director

Penny Regina Callaghan



Signature of Director

Albert Joseph Pavucek

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **GALLIARD HEALTHCARE COMMUNICATIONS LIMITED**



Signature of Director

Dominic Elliston



Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **GARDCALD LIMITED**

 _____ Signature of Director

Clifford Alexander McConkey

 _____ Signature of Director

Alison Richardson


Address:

Attention:

Email:

EXECUTED as a **DEED**

by **INCISIVE HEALTH LIMITED**

____ Signature of Director
Richard Lawrence

____ Signature of Director
Clifford Alexander McConkey

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **KNOWLEDGEPOINT360 GROUP (HOLDINGS) LIMITED**



Signature of Director

Clifford Alexander McConkey



Signature of Director

Alison Richardson

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **KNOWLEDGEPOINT360 UK ACQUISITIONCO LIMITED**



Signature of Director

Clifford Alexander McConkey



Signature of Director

Alison Richardson

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **MFRHRC HOLDINGS LIMITED**



____ Signature of Director

Clifford Alexander McConkey



____ Signature of Director

Alison Richardson

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **MIND+MATTER LIMITED**



Signature of Director

Clifford Alexander McConkey



Signature of Director

Corrina Louise Safeio

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **PEGASUS MARKETING COMMUNICATIONS LIMITED**



Signature of Director

Simon Richard Mark Hackett



Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **PHARMEXX UK LIMITED**



Signature of Director

Albert Joseph Pavucek



Signature of Director

Jade Thiravithul

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **PHMR LIMITED**



____ Signature of Director

Martin Curry



____ Signature of Director

Mark Charles Ratcliffe

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **PUTNAM ASSOCIATES LIMITED**



Signature of Director

Martin Curry



Signature of Director

Grainne McAleese

Address:

Attention:

Email:

EXECUTED as a **DEED**

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



Signature of Director

Ian Christopher Morgan



Signature of Director

Robert Paul O'Beirn

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **STEM HEALTHCARE LIMITED**



____ Signature of Director

Martin Curry



____ Signature of Director

Grainne McAleese

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **UDG HEALTHCARE LIMITED**



Signature of Director

Albert Joseph Pavucek



Signature of Director

Louise Tallon

Address:

Attention:

Email:

EXECUTED as a **DEED**

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



____ Signature of Director

Richard Lawrence



____ Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

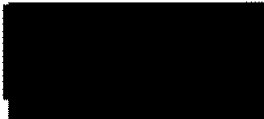
EXECUTED as a **DEED**

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



____ Signature of Director

Richard Lawrence



____ Signature of Director

Clifford Alexander McConkey

Address:

Attention:

Email:

EXECUTED as a **DEED**

by **VYNAMIC LIMITED**



Signature of Director

Martin Curry



.....
Witness (Signature)

Elisa Estanislao

.....
Name of Witness

Accountant

.....
Witness Occupation



.....



Witness Address


Address:

Attention:

Email:

The Collateral Agent

by: **DEUTSCHE BANK AG NEW YORK BRANCH**


By: Philip Tancorra
Vice President
philip.tancorra@db.com
212-250-6576


By: Jessica Lutrario
Associate
jessica.lutrario@db.com
212-250-8235

Address: Deutsche Bank AG New York Branch

Attention: Brandon Egozi

Email: brandon.egozi@db.com

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

HUNTER HOLDCO 3 LIMITED



By: Benjamin Jackson

Title: Director