



Registration of a Charge

Company Name: **PARTNERING HEALTH LIMITED**

Company Number: **06563486**



XBALNOEB

Received for filing in Electronic Format on the: **17/08/2022**

Details of Charge

Date of creation: **17/08/2022**

Charge code: **0656 3486 0003**

Persons entitled: **MNL NOMINEES LIMITED**

Brief description: **NONE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HARRISON CLARK RICKERBYS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6563486

Charge code: 0656 3486 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2022 and created by PARTNERING HEALTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2022 .

Given at Companies House, Cardiff on 19th August 2022

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**

Dated 17 August 2022

THE CHARGORS SET OUT IN SCHEDULE 1

and

MNL NOMINEES LIMITED

GUARANTEE AND DEBENTURE

hcr
harrison clark
rickerbys solicitors

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THIS DEED is made on 17 August 2022

by

- (1) **THE CHARGORS** whose details are set out in Schedule 1 (each an "**Original Chargor**" and together the "**Original Chargors**";

in favour of

- (2) **MNL NOMINEES LIMITED** a company incorporated under the laws of England and Wales under number 09512864 whose registered office is at 20-22 Bedford Row, 4th Floor, London, England, WC1R 4EB as security agent for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, terms defined in the Loan Note Instrument shall have the same meaning when used in this Deed and in addition:

"Accession Deed" means a document substantially in the form set out in Schedule 2 (*Form of Accession Deed*) or such other form as the Security Agent may require (acting reasonably).

"Account Bank" means any bank or financial institution with whom a Chargor holds an account from time to time.

"Administration Event" means:

- (a) the presentation of an application to the court for the making of an administration order in relation to any Chargor;
- (b) the giving of written notice by any person (who is entitled to do so) of its intention to appoint an Administrator of any Chargor or the filing of such a notice with the court; or
- (c) the filing of a notice of appointment of an administrator with the Court.

"Administrator" means any person appointed under Schedule B1 to the Insolvency Act 1986 to manage any Chargor's affairs, business and property.

"Charged Property" means all the property, assets and undertaking of a Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

"Chargors" means each Original Chargor and any person that executes and delivers an Accession Deed in favour of the Security Agent after the date of this Deed.

"Deed" means this agreement (including any schedules or annexes to it).

"Default Interest" has the meaning given to that term in the Loan Note Instrument.

"Delegate" means any person appointed by the Security Trustee or any Receiver pursuant to clause 13.5 (*Delegation*) and any other person appointed as attorney of the Security Agent, Receiver or Delegate.

"Environment" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or

man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;

“Environmental Law” means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment;

“Environmental License” means any authorisation, permit or license necessary under Environmental Law in respect of any of the Secured Assets;

“EU Regulation” means the Council of the European Union Regulation No. 1346/2000 on insolvency proceedings.

“Excluded Assets” means an asset, property or undertaking of each Chargor which requires the Chargor to obtain any consent or approval from any third party or government authority and such consent or approval is either not received or is received with conditions which are in the opinion of the Security Agent;

- (a) unreasonable and unduly burdensome or restrictive on the ability of the Group as a whole to conduct its operations and business in the ordinary course or otherwise permitted under the Senior Facilities Agreement and/or any other Finance Document;
- (b) not commercially practical on the Group as a whole to comply with.

“Excluded Property” means:

- (a) a leasehold property held by a Chargor now or in the future under a lease granted at a rack rate which has an unexpired term of fifteen years or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor); or
- (b) a freehold property held by a Chargor now or in the future with a market value of £1,000,000 (or the equivalent in other currencies) or less at the date of this Deed (or in the case of future acquired leasehold property, at the date of acquisition of such property by the relevant Chargor),

“Finance Documents” means:

- (a) the Loan Note Instrument and the Loan Notes;
- (b) this Deed;
- (c) all other Loan Note Security; and
- (d) any other document designated as a "Finance Document" by the Security Agent and the Chargors.

“Financial Collateral” shall have the same meaning as in the Financial Collateral Regulations.

“Financial Collateral Regulations” means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003/3226).

“Floating Charge Property” has the meaning given in Clause 5.3 (*Floating Charges*).

“Instructing Noteholder” means those Loan Noteholders whose Loan Notes at that time aggregate more than 75% of the principal amount of the total Loan Notes in issue at that time.

"Insurance Policy" means any contract and policy of insurance and cover note in which a Chargor may from time to time have an interest.

"Intellectual Property" means:

- (a) the intellectual property described in Part 3 (Intellectual Property) of Schedule 2 (if any);
- (b) the intellectual property described in the schedule to an Accession Deed (if any);
- (c) all present and future patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered;
- (d) the benefit of all applications and rights to use such assets; and
- (e) all Related Rights.

"Investments" means:

- (a) the shares described in Part 2 (Shares) of Schedule 2 (if any);
- (b) the shares described in the schedule to an Accession Deed (if any);
- (c) any stocks, shares, debentures, certificates of deposit, securities or other instruments creating or acknowledging indebtedness, including alternative finance investment bonds, whether held directly by or to the order of a Chargor or by any trustee, fiduciary or clearance system on its behalf; and
- (d) all Related Rights (including all rights against any such trustee, fiduciary or clearance system).

"Investment Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment.

"Issuer" means the issuer of any Investment.

"Loan Noteholders" means the registered holders of the Loan Notes from time to time.

"Loan Note Instrument" means the loan note instrument entered into on or about the date of this Deed, pursuant to which the Loan Notes are, or are to be, constituted.

"Loan Notes" means the secured loan notes due 2027 issued by PH Group Midco Limited (CRN: 13920184) pursuant, including any "payment-in-kind" notes issued in satisfaction of any obligations to pay interest under that instrument, to the Loan Note Instrument.

"Material Contracts" means:

- (a) the material contracts described in Part 4 (Material Contracts) of Schedule 2 (Security Assets) (if any);
- (b) the material described in the schedule to an Accession Deed (if any);
- (c) any contract entered into by a Chargor that may from time to time be designated as a Material Contract by the Security Agent; and
- (d) all Related Rights.

"Permitted Security" means the debenture granted by each Chargor to TC Loans Limited as Security Trustee dated on or about of the date of this Deed, debentures granted by certain Chargors in favour of HSBC UK Bank plc and any additional security that is from time to time designated as being permitted security by the Security Agent.

"Plant and Machinery" means:

- (a) all equipment, plant, machinery, computers, vehicles, furniture, fittings and all other assets of a similar nature which are now, or at any time after the date of this Deed become, the property of a Chargor;
- (b) all Related Rights.

"Real Property" means a Chargor's estates or interests in all present and future freehold (including commonhold), leasehold or other immovable property (including the property, if any, specified in Part 1 of Schedule 2 and in Part 1 of the schedule to any Accession Deed), and any buildings, fixtures or fittings from time to time situated on or forming part of such property, and all Related Rights.

"Receivables" means:

- (a) all present and future book and other debts and monetary claims owing to a Chargor; and
- (b) all Related Rights.

"Receiver" means a receiver or receiver and manager or administrative receiver appointed pursuant to the provisions of this Deed or any applicable law.

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

- (a) the proceeds of sale or rental of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of, or derived from, that asset; and
- (d) any income, moneys and proceeds paid or payable in respect of that asset.

"Secured Assets" means all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

"Secured Obligations" means all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by any Chargor to the Secured Parties under or in connection with any of the Finance Documents (whether or not such Chargor or, as the case may be, such other person is a party to such Finance Document as at the date of this Deed or becomes party to such Finance Document at any time thereafter and notwithstanding that any such obligations are not identified and/or the terms of those obligations not recorded as at the date of this Deed or at any time thereafter and including any liability subsequently acquired by that Chargor whether by assignment, transfer or otherwise) together with all costs, charges and expenses incurred by a Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities and shall include interest on the above from the date of demand until the date of

payment in full (as well after as before any judgment) calculated on a daily basis at the rate determined in accordance with the Loan Note Instrument.

"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the Loan Noteholders from time to time.

"Security Financial Collateral Arrangement" shall have the same meaning as in the Financial Collateral Regulations.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and the Security Agent is not under any further actual or contingent obligations to make advances or provide other financial accommodation to any Chargor.

"Security Property" means:

- (a)
 - (i) this Deed;
 - (ii) any other document entered into at any time creating any guarantee, indemnity or Security, of other assurance against financial loss, in favour of any of the Secured Parties, in respect of the Loan Notes; and
 - (iii) the proceeds received under this Deed and document listed on (b) above
(together the **"Loan Note Security Documents"** and the security, guarantee, indemnity or other assurance against financial loss created, the **"Loan Note Security"**);
- (b) all obligations expressed to be undertaken by an Chargor to pay amounts in respect of the Secured Obligations to the Security Agent as trustee for the Secured Parties and secured by the Loan Note Security together with all representations and warranties expressed to be given by any Chargor in favour of the Security Agent as trustee for the Secured Parties; and
- (c) any other amounts or property, whether rights, entitlements, chooses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties.

"Senior Facilities Agreement" means the loan agreement dated on or about the date of this deed and made between (amongst others) (i) Group Finance Limited as borrower and (iii) TC Loans Limited (as Facility Agent, Lenders' Agent and Security Trustee).

"Senior Intercreditor Deed" means the intercreditor deed between (amongst others) (i) the Chargors (ii) the Security Agent, (iii) HSBC UK Bank plc and (iv) TC Loans Limited dated on or around the date of this deed.

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Chargors Act 2006.

1.2 Construction

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1 (*Definitions and Interpretation*) of the Loan Note Instrument (other than clause 1.2.4) apply to this Deed as though they were set out in full in this Deed, except that references to "this Agreement" will be construed as references to this Deed.

(b) In this Deed:

- (i) a "**Chargor**" or the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) "**this Deed**", the "**Loan Note Instrument**", any other Finance Document or any other agreement or instrument referred to in this Deed is a reference to this Deed, the Loan Note Instrument, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any member of the Group or provides for further advances); and
- (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group.
- (iv) "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (v) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (vi) a "**person**" includes any individual, firm, Chargor, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (viii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any member of the Group;
- (ix) any reference to "including" and "include" shall mean including and include "without limitation" and any words following such terms shall be construed as illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms;
- (x) a provision of law is a reference to that provision as amended or re-enacted; and
- (xi) a time of day is a reference to London time.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Third Party Rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Deed.

1.5 Incorporation of Terms

- (a) A reference in this Deed to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Finance Documents and of any side letters between any of the parties thereto are incorporated in this Deed to the extent required to ensure that any disposition of Real Property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Present and future assets

- (a) A reference in this Deed to any Charged Property or other asset includes, unless the contrary intention appears, present and future Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Deed.

1.7 Separate Security

Clauses 5.1 (Fixed Charges) and 5.2 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Deed and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Deed or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.8 Intercreditor Deed

This Deed is subject to the terms of the Senior Intercreditor Deed. In the event of any conflict between the terms of this Deed and the Senior Intercreditor Deed, the terms of the Senior Intercreditor Deed shall prevail.

1.9 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

2 COVENANT TO PAY AND GUARANTEE

2.1 Secured obligations

Each Chargor covenants that it will, on the Security Agent's demand, pay, satisfy and discharge the Secured Obligations to the Security Agent when due in accordance with the terms of the Finance Documents (or if they do not specify a time for payment, immediately on demand by the Security Agent).

2.2 Proviso

The covenants contained in this Clause 2 and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:

- (a) guarantees to the Security Agent punctual performance by each other Chargor of all that Chargor's obligations under the Finance Documents;
- (b) undertakes with the Security Agent that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal Chargor; and
- (c) agrees with the Security Agent that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Security Agent immediately on demand against any cost, loss or liability it incurs as a result of a Chargor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

2.4 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

2.5 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Agent 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 each Chargor under this Clause 2 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.6 Waiver of defences

The obligations of each Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or the Security Agent) including:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;
- (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 Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or 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 including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or 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.

2.7 Guarantor intent

Without prejudice to the generality of Clause 2.6 (*Waiver of defences*), each Chargor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.8 Immediate recourse

Each Chargor waives any right it may have of first requiring any Loan Noteholder or the Security Agent (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

2.9 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Agent (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.

2.10 Deferral of Chargors' rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 2:

- (a) to be indemnified by a Chargor;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;

- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Agent;
- (d) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.2 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Chargor; and/or
- (f) to claim or prove as a creditor of any Chargor in competition with the Security Agent.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Agent by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent.

2.11 Release of Guarantors' right of contribution

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor:

- (a) that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents ; and
- (b) each other Chargor waives any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Agent under any Finance Document or of any other security taken pursuant to, or in connection with, any Finance Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

2.12 Additional security

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Security Agent.

2.13 Guarantee limitations

This guarantee does not apply to any liability to the extent that it would result in this guarantee constituting unlawful financial assistance within the meaning of sections 678 or 679 of the Chargors Act 2006 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of the relevant Chargor and, with respect to any Chargor which becomes a party to this Deed pursuant to an Accession Deed, is subject to any limitations set out in the Accession Deed applicable to such Chargor.

2.14 Interest

Each Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured obligations*) until payment (both before and after judgement) at the rate determined in accordance with clause 4.4 (*Interest*) of the Loan Note Instrument.

2.15 Guarantee binding

- (a) Each Chargor agrees, as primary Chargor and not only as surety, that it will pay and

discharge the Secured Liabilities as and when they fall due or, if no time for payment is specified in respect of the same, promptly on demand by the security Agent.

- (b) Each Chargor agrees to be bound by the guarantee contained in Clause 2.2, even if any other Chargor which was intended to execute this Deed may not do so or may not be effectually bound.

2.16 Default Interest

- (a) Each Chargor shall pay Default Interest to the Loan Noteholders and the Security Agent after as well as before judgment on all sums demanded under this Deed from the date of demand by the Loan Noteholders or the Security Agent or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until, but excluding, the date of actual payment.
- (b) Default Interest shall accrue on a day-to-day basis calculated by the relevant Loan Noteholder or Security Agent on same terms as interest accrues under the relevant Loan Note Instrument.
- (c) No Loan Noteholder or Security Agent shall be entitled to recover any amount in respect of Default Interest under both this Deed and any arrangements entered into between a Chargor and such Loan Noteholder or Security Agent in respect of any failure by a Chargor to make any payment in respect of the Secured Liabilities.

3 THE SECURITY AGENT

3.1 Trust

- (a) The Security Agent declares that it shall hold the Security Property on trust for the Secured Parties on the terms contained in this Deed.
- (b) The Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Deed or in the Finance Documents to which the Security Agent is expressed to be a party (and no others shall be implied).

3.2 No independent power

The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Loan Note Security or to exercise any rights or powers arising under the Loan Note Security Documents except through the Security Agent.

3.3 Instructions to Security Agent and exercise of discretion

- (a) Subject to clause 3.3(d) below, the Security Agent shall act in accordance with any instructions given to it by the Instructing Noteholders or, if so instructed by the Instructing Noteholders, refrain from exercising any right, power, authority or discretion vested in it as Security Agent and shall be entitled to assume that (i) any instructions received by it from the Instructing Noteholders are duly given in accordance with the terms of the Finance Documents and (ii) unless it has received actual notice of revocation, that those instructions or directions have not been revoked.
- (b) The Security Agent shall be entitled to request instructions, or clarification of any direction, from the Instructing Noteholders as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers, authorities and discretions and the Security Agent may refrain from acting unless and until those instructions or clarification are received by it.

- (c) Save as provided in Clause 12 (*Enforcement of Security*), any instructions given to the Security Agent by the Instructing Noteholders shall override any conflicting instructions given by any other Parties.
- (d) Clause 3.3(a) above shall not apply:
 - (i) where a contrary indication appears in this Deed;
 - (ii) where this Deed requires the Security Agent to act in a specified manner or to take a specified action; or
 - (iii) in respect of any provision which protects the Security Agent's own position in its personal capacity as opposed to its role of Security Agent for the Secured Parties including, without limitation, the provisions set out in clauses 3.5 (Security Agent's discretions) to 3.20 (Disapplication);
- (e) In exercising any discretion to exercise a right, power or authority under this Deed where it has not received any instructions from the Instructing Noteholders as to the exercise of that discretion.

3.4 **Security Agent's Actions**

Without prejudice to the provisions of clause 12.1(b) (Enforcement) and clause 3.3 (Instructions to Security Agent and exercise of discretion), the Security Agent may (but shall not be obliged to), in the absence of any instructions to the contrary, take such action in the exercise of any of its powers and duties under the Finance Documents as it considers in its discretion to be appropriate.

3.5 **Security Agent's discretions**

The Security Agent may:

- (a) assume (unless it has received actual notice to the contrary that (i) no Event of Default has occurred and no Chargor is in breach of or default under its obligations under any of the Finance Documents and (ii) any right, power, authority or discretion vested by any Finance Document in any person has not been exercised;
- (b) if it receives any instructions or directions under clause 12.1(b) (Enforcement) to take any action in relation to the Loan Note Security, assume that all applicable conditions under the Finance Documents for taking that action have been satisfied;
- (c) engage, pay for and rely on the advice or services of any legal advisers, accountants, tax advisers, surveyors or other experts (whether obtained by the Security Agent or by any other Secured Party) whose advice or services may at any time seem necessary, expedient or desirable;
- (d) rely upon any communication or document believed by it to be genuine and, as to any matters of fact which might reasonably be expected to be within the knowledge of a Secured Party, any Loan Noteholder, upon a certificate signed by or on behalf of that person; and
- (e) refrain from acting in accordance with the instructions of any party (including bringing any legal action or proceeding arising out of or in connection with the Finance Documents) until

it has received any indemnification and/or security that it may in its discretion require (whether by way of payment in advance or otherwise) for all costs, losses and liabilities which it may incur in so acting.

3.6 Excluded obligations

Notwithstanding anything to the contrary expressed or implied in the Finance Documents, the Security Agent shall not:

- (a) be bound to enquire as to (i) whether or not any Event of Default has occurred or (ii) the performance, default or any breach by a Chargor of its obligations under any of the Finance Documents;
- (b) be bound to account to any other Party for any sum or the profit element of any sum received by it for its own account;
- (c) be bound to disclose to any other person (including but not limited to any Secured Party) (i) any confidential information or (ii) any other information if disclosure would, or might in its reasonable opinion, constitute a breach of any law or be a breach of fiduciary duty; or
- (d) have or be deemed to have any relationship of trust or agency with, any Chargor.

3.7 Exclusion of liability

None of the Security Agent, any Receiver nor any Delegate shall accept responsibility or be liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Security Agent or any other person in or in connection with any Finance Document or the transactions contemplated in the Finance Documents, or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (c) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to any of the Finance Documents, the Security Property or otherwise, whether in accordance with an instruction from the Instructing Noteholders or otherwise unless directly caused by its gross negligence or wilful misconduct;
- (d) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with any of the Finance Documents, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, the Finance Documents or the Security Property; or
- (e) any shortfall which arises on the enforcement or realisation of the Security Property.

3.8 Relationship

- (a) The relationship between the Security Agent and each Loan Noteholder is that of agent and principal respectively, save only that the benefits of the Security Documents are held

by the Security Agent as trustee for each Noteholder (to the extent that any amount is or is capable of being secured thereby).

- (b) In relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by any Finance Document, the relationship of each Loan Noteholder to the Security Agent shall be construed solely as one of principal and agent respectively but, to the fullest extent permissible under the laws of such jurisdiction, all the other provisions of the Finance Document shall have full force and effect..
- (c) The Security Agent shall not be liable to any party for any breach by any party (other than itself) of any Finance Document.

3.9 No Fiduciary Duties

Nothing in the Finance Documents makes the Security Agent a fiduciary for any Chargor or member of the Group.

3.10 No proceedings

No Party (other than the Security Agent, that Receiver or that Delegate) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Property.

3.11 Own responsibility

Without affecting the responsibility of any Chargor for information supplied by it or on its behalf in connection with any Finance Document, each Secured Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Loan Note Document including but not limited to:

- (a) the financial condition, status and nature of each member of the Group;
- (b) the legality, validity, effectiveness, adequacy and enforceability of any Finance Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (c) whether that Secured Party has recourse, and the nature and extent of that recourse, against any party or any of its respective assets under or in connection with any Finance Document, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (d) the adequacy, accuracy and/or completeness of any information provided by the Security Agent or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of the Charged

Property, the priority of any of the Loan Note Security or the existence of any Security affecting the Charged Property,

and each Secured Party warrants to the Security Agent that it has not relied on and will not at any time rely on the Security Agent in respect of any of these matters.

3.12 No responsibility to perfect Loan Note Security

The Security Agent shall not be liable for any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Chargor to any of the Charged Property;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any of the Finance Documents or the Loan Note Security;
- (c) register, file or record or otherwise protect any of the Loan Note Security (or the priority of any of the Loan Note Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Debt Documents or of the Loan Note Security;
- (d) take, or to require any of the Chargors to take, any steps to perfect its title to any of the Charged Property or to render the Loan Note Security effective or to secure the creation of any ancillary Security under the laws of any jurisdiction; or
- (e) require any further assurances in relation to any of the Loan Note Security Documents.

3.13 Insurance by Security Agent

- (a) The Security Agent shall not be under any obligation to insure any of the Charged Property, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Finance Documents. The Security Agent shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance.
- (b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Instructing Noteholders shall have requested it to do so in writing and the Security Agent shall have failed to do so within 10 Business Days after receipt of that request

3.14 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Deed or any document relating to the trust created under this Deed and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Deed or be bound to supervise the proceedings or acts of any person.

3.15 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any of the Chargors may have to any of the Charged Property and shall not be liable for or bound to require any Chargor to remedy any defect in its right or title.

3.16 Refrain from illegality

Notwithstanding anything to the contrary expressed or implied in the Finance Documents, the Security Agent may refrain from doing anything which in its opinion will or may be contrary to any relevant law, directive or regulation of any jurisdiction and the Security Agent may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

3.17 Winding up of trust

If the Security Agent, with the approval of the Secured Parties, determines that (i) all of the Secured Obligations and all other obligations secured by the Loan Note Security Documents have been fully and finally discharged and (ii) none of the Secured Parties is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Chargor pursuant to the Finance Documents:

- (a) the trusts set out in this Deed shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Loan Note Security and the rights of the Security Agent under each of the Security Documents; and
- (b) any Retiring Security Agent shall release, without recourse or warranty, all of its rights under each of the Security Documents.

3.18 Powers supplemental

The rights, powers and discretions conferred upon the Security Agent by this Deed shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by general law or otherwise.

3.19 Trustee division separate

- (a) In acting as trustee for the Secured Parties, the Security Agent shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments.
- (b) If information is received by another division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

3.20 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act

3.21 Power of Attorney from Loan Noteholders and Chargors

(a) In the event that a Loan Noteholder or Chargor does not to take any action required of it under the terms of this Deed within 3 Business Days of being requested to do so by the Security Agent, each Loan Noteholder and Chargor, by way of security for its obligations under this Deed, irrevocably appoints the Security Agent to be its attorney to:

- (i) sign and execute (and to date and deliver) any and all agreements, instruments, deeds, consents, waivers, releases, resolutions, transfers, acknowledgements or other documents; and
- (ii) do any other act or thing (including voting at any meeting of Noteholder and giving consent to the same being held on short notice),

which the attorney may in its absolute discretion considers necessary or desirable in connection with the Loan Noteholders' and Chargors' obligations under the terms of this Deed and the relevant Loan Noteholder or Chargor will ratify such action by any the attorney.

(b) The Security Agent may appoint one or more persons to act as substitute or substitutes in their place for all or any of the purposes referred to power of attorney granted in clause 3.21(a) above.

3.22 **Perpetuity Period**

The perpetuity period applicable to the trusts created by this deed is 125 years.

3.23 **Powers supplemental to Trustee Acts**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

3.24 **Disapplication of Trustee Acts**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Deed. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Deed, the provisions of this Deed shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act.

4 **CHANGE OF SECURITY AGENT AND DELEGATION**

4.1 **Resignation of the Security Agent**

- (a) The Security Agent may resign and appoint a successor Security Agent by giving notice to PHL Group Midco Limited and the Secured Parties.
- (b) If the Instructing Noteholders have not appointed a successor Security Agent in accordance with clause 5.1(b) above within 20 Business Days after the notice of resignation was given, the Security Agent may appoint a successor Security Agent.
- (c) The retiring Security Agent (the "**Retiring Security Agent**") shall, at its own cost, make available to the successor Security Agent such documents and records and provide such

assistance as the successor Security Agent may reasonably request for the purposes of performing its functions as Security Agent under the Finance Documents

- (d) The Security Agent's resignation notice shall only take effect upon (i) the appointment of a successor and (ii) the transfer of all of the Security Property to that successor.

4.2 Delegation

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by any of the Finance Documents.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

4.3 Additional Security Agents

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it (i) if it considers that appointment to be in the interests of the Secured Parties or (ii) for the purposes of conforming to any legal requirements, restrictions or conditions which the Security Agent deems to be relevant or (iii) for obtaining or enforcing any judgment in any jurisdiction, and the Security Agent shall give prior notice to PHL Group Midco Limited of that appointment.
- (b) Any person so appointed shall have the rights, powers and discretions (not exceeding those conferred on the Security Agent by this Deed) and the duties and obligations that are conferred or imposed by the instrument of appointment.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable VAT) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Deed, be treated as costs and expenses incurred by the Security Agent

5 GRANT OF SECURITY

5.1 Fixed Charges

Each Chargor with full title guarantee charges in favour of the Security Agent as continuing security for the payment and discharge of the Secured Obligations:

- (a) by way of legal mortgage, its interest in the Real Property (other than any Excluded Property) and all Related Rights;
- (b) by way of fixed charge, all of its rights, title and interest in and to all its Real Property (other than the Excluded Property) now or at any time after the date of this Deed belonging to the Chargor (to the extent not validly and effectively charged by way of legal mortgage under clause 5.1(a) above), together with all Related Rights;
- (c) by way of fixed charge, all of its rights, title and interest from time to time in and to all Plant and Machinery and other fixtures and fittings attached to any Real Property and all Related

Rights;

- (d) by way of fixed charge:
 - (i) all present and future bank accounts, cash at bank and credit balances of each Chargor with any bank or other person; and
 - (ii) all Related Rights in relation to the accounts charged pursuant to Clause 5.1(d)(i) above;
- (e) by way of fixed charge, all of its rights, title and interest from time to time in and to all present and future Receivables and all Related Rights, other than those validly and effectively assigned under Clause 5.2 (*Security Assignment*);
- (f) by way of fixed charge:
 - (i) all present and future Investments;
 - (ii) all Investment Derivative Rights; and
 - (iii) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (g) by way of fixed charge, all of its rights, title and interest from time to time in and to all Intellectual Property and all Related Rights;
- (h) by way of fixed charge, all of its rights, title and interest from time to time in and to any goodwill of the Chargor;
- (i) by way of fixed charge, the uncalled capital of the Chargor;
- (j) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 5.2 (*Security Assignment*);
- (k) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 5.2 (*Security Assignment*);
- (l) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and
- (m) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future.

5.2 Security Assignment

Each Chargor with full title guarantee assigns absolutely to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts;
- (b) the Insurance Policies (excluding any insurance policy to the extent it is a third party liability insurance policy or public liability or directors' and officers' insurance); and
- (c) the Receivables.

5.3 Floating Charges

Each Chargor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) (including any Excluded Property and Excluded Assets) not otherwise effectively charged by way of fixed mortgage or charge pursuant to Clause 5.1 (*Fixed Charges*) or assigned pursuant to Clause 5.2 (*Security Assignment*) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland,

((a) and (b) above together being the "**Floating Charge Property**"). The floating charge created pursuant to this Clause 5.3 shall be deferred in point of priority to all fixed security validly and effectively created by that Chargor under this Deed in favour of the Security Agent as security for the Secured Obligations.

5.4 Excluded Assets

- (a) Subject to clause 5.4(b) to clause 5.4(d), the security created by clause 5.1 and 5.2 shall not apply to an Excluded Asset until a Chargor obtains any relevant consent or approval to the creation of security over that Excluded Asset.
- (b) In relation to each Excluded Asset, the Chargors undertake to, in each case unless restricted by law or regulation:
 - (i) apply for the relevant consent or approval and to use all reasonable and commercial endeavours to obtain that consent or approval as soon as possible;
 - (ii) keep the Security Agent informed of its progress in obtaining that consent or approval; and
 - (iii) promptly on receipt of the consent or approval, provide the Security Trustee with a copy of that such consent or approval.
- (c) Immediately on receipt by a Chargor of the relevant consent or approval, that Excluded Asset shall become the subject of a mortgage or charge (as appropriate) pursuant to clause 5.1 and 5.2.
- (d) If required by the Lender at any time following receipt of that consent or approval, each Chargor shall, at its own cost, prepare and execute any further documents and take any further action the Security Agent may require, in its absolute discretion (acting reasonably), for perfecting its security over that Excluded Asset.

5.5 Qualifying Floating Charge

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by this Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

5.6 Financial Collateral

To the extent that the Charged Property constitutes Financial Collateral, each Chargor agrees that such Charged Property shall be held or designated so as to be under the control of the Security Agent (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Agent shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with

this Clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Agent may select (acting reasonably). Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

5.7 Implied covenants for title

- (a) The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 5.1 (Fixed Charges), 5.2 (Security Assignment) or 5.3 (Floating Charges)
- (b) It shall be implied in respect of Clauses 5.1 (Fixed Charges), 5.2 (Security Assignment) or 5.3 (Floating Charges) that each Chargor is disposing of the Charged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) other than Permitted Security.

6 NEGATIVE PLEDGE

6.1 Security

No Chargor shall create or permit to subsist any Security over its assets, other than Permitted Security.

6.2 Disposals

- (a) No Chargor shall:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by a Chargor or any other member of the Group;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (b) Clauses 6.1 and 6.2 do not apply to any Security or arrangement which is permitted under the terms of any Finance Document.

7 CRYSTALLISATION OF FLOATING CHARGE

7.1 Conversion of Floating Charge

The Security Agent may at any time by notice in writing to a Chargor immediately convert the floating charge created by Clause 5.3 (*Floating Charges*) into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

- (c) the Security Agent reasonably considers that it is desirable in order to protect the priority of the security; or
- (d) any Chargor requests the Security Agent to exercise any of its powers under this Deed.

7.2 Automatic Conversion

- (a) If, without the prior written consent of the Security Agent:
 - (i) a Chargor creates or attempts to create any Security (other than Permitted Security), over any of the Charged Property;
 - (ii) the Chargor disposes of any of the Floating Charge Property other than in the ordinary course of trading on an arm's length basis or as otherwise permitted pursuant to the Loan Note Instrument; or
 - (iii) any steps are taken for any of the Charged Property to become subject to any Security in favour of any other person; or
 - (iv) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
 - (v) an Administration Event occurs;
 - (vi) a Receiver is appointed over all or any of the Charged Property;
 - (vii) a meeting is convened for the passing of a resolution for the voluntary winding-up of any Chargor;
 - (viii) a petition is presented for the compulsory winding-up of any;
 - (ix) a provisional liquidator is appointed to a Chargor; or
 - (x) a resolution is passed or an order is made for the dissolution or re-organisation of any Chargor or any analogous procedure or step is taken in any jurisdiction,

the floating charge created under Clause 5.3 (*Floating Charges*) by any Chargor will automatically be converted (without notice) with immediate effect into a fixed charge in respect of the relevant Floating Charge Property.

- (b) At any time after the floating charge constituted under this Deed shall have crystallised as a fixed charge over all or part of the Charged Property pursuant to this Clause 5 but before the appointment of any Receiver pursuant hereto, the said fixed charge shall upon the written consent of the Security Agent cease to attach to the assets then subject to the fixed charge and shall again subsist as a floating charge.

8 PERFECTION OF SECURITY

8.1 Deposit of Title Documents

- (a) Subject to clause 8.1(b), immediately following the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Property), each Chargor shall deposit with the Security Agent:
 - (i) all deeds and documents of title relating to the Charged Property;
 - (ii) all Insurance Policies to which the Chargor is entitled to possession; and
 - (iii) at the request of the Security Agent, all certificates relating to the Investments

together with stamped stock transfer forms executed in blank and other documents as the Security Agent may from time to time require for perfecting its title to the Investments or for vesting or enabling it to vest the Investments in itself or its nominees or in any purchaser and declarations of trust in favour of the Chargor executed by all persons (other than that Chargor) in whose name the Investments are registered.

and at any time thereafter deposit with the Security Agent any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

- (b) A breach of clause 8.1(a) will not arise if there are no documents of title in respect of any part of the Charged Property or if such documents have been delivered to, and are held at the relevant time by, a bank or financial institution in accordance with, or in respect of, the Senior Facilities Agreement..

8.2 Notices of Assignment

- (a) Each Chargor shall, promptly following a request by the Security Agent:
 - (i) give notice, in such form as the Security Agent shall notify to each Chargor, to each Account Bank of the charging of the Chargor's rights and interest in its bank accounts and shall all reasonable endeavours to procure that each Account Bank will promptly provide an acknowledgement to the Security Agent of such notice;
 - (ii) give notice, in such form as the Security Agent shall notify to each Chargor, to each person with whom the Chargor has entered into a Material Contract of the assignment of the Chargor's rights and interest in and under such Material Contract and shall all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent of such notice; and
 - (iii) give notice, in such form as the Security Agent shall notify to each Chargor, to each insurer with whom the Chargor has an Insurance Policy (excluding any insurance policy to the extent it is a third party liability insurance policy or public liability or directors' and officers' insurance) of the assignment of the Chargor's rights and interest in and under such Insurance Policy and shall use all reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Security Agent of such notice.

8.3 Registration of Intellectual Property

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered Intellectual Property.

8.4 Land Registry disposal restriction

- (a) In respect of any Real Property or part of or interest in any Real Property title to which is registered at the Land Registry (or any unregistered land subject to first registration), each Chargor shall apply or consent to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for such Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [] in favour of [SECURITY AGENT] referred to in the charges register or their conveyancer."

- (b) The Security Agent shall not be liable to any party for the failure by a Chargor to perfect any Security.

8.5 Tacking

The obligation on the part of the Security Agent to make further advances to any Chargor is deemed to be incorporated in this Deed and each Chargor shall apply to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of all present and future registered Real Property.

9 FURTHER ASSURANCE

9.1 Extension of covenant

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in 9.2 below.

9.2 Further assurance

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, 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 create, perfect, protect and/or maintain the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Agent Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of 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 by or pursuant to the Finance Documents.

10 REPRESENTATIONS

10.1 General

Each Chargor makes the representations and warranties set out in this clause 10 to the Security Agent on the date of this Deed and on each day during the Security Period. Any representation not made on the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

10.2 Due incorporation

- (a) It is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and
- (b) It has the power to own its assets and carry on its business as it is being conducted.

10.3 Powers

It has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this Deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the grant of Security contemplated by this Deed.

10.4 Non-contravention

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not contravene or conflict with:

- (a) its constitutional documents;
- (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
- (c) any law or regulation or judicial or official order applicable to it.

10.5 Authorisations

It has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations under this Deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

10.6 Binding obligations

- (a) Its obligations under this Deed are legal, valid, binding and enforceable; and
- (b) This Deed creates:
 - (i) valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and
 - (ii) subject to registration pursuant to Part 25 of the Chargors Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets referred to in this Deed,

in favour of the Security Agent.

10.7 Ownership of Secured Assets

- (a) Subject to clause (b), the Chargor is the sole legal and beneficial owner of, and has good, valid and marketable title to, its assets.
- (b) PHL Group Finance Limited is the sole beneficial owner of the entire share capital in PHL Horizon Ltd and will be the sole legal owner thereof following both the stamping by HMRC of the stock transfer forms transferring the entire share capital to PHL Group Finance Limited pursuant to the sale and purchase agreement referred to in Part 2 of Schedule 2 and following those shares being registered in the register of PHL Horizon Ltd whereafter PHL Group Finance Limited will have good, valid and marketable title thereof.

10.8 Registration

It is not necessary to file, record or enrol this Deed (other than at Chargors House or the Land Registry) with any court or other authority or pay any stamp, registration or similar taxes in relation to this Deed or the transactions contemplated by it.

10.9 No default

- (a) No Event of Default or, on the date of this Deed, event or circumstance which would, on the expiry of any grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, constitute an Event of

Default, has occurred and is continuing.

- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, would constitute) a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets is subject which has or is likely to have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this Deed.

10.10 Litigation

No litigation, arbitration or administrative proceedings are taking place, pending or, to its knowledge, threatened against it, any of its directors or any of its assets.

10.11 Information

The information, in written or electronic format, supplied by, or on behalf of, it to the Security Agent in connection with this Deed was, at the time it was supplied or at the date it was stated to be given (as the case may be), to the best of its knowledge and belief:

- (a) if it was factual information, complete, true and accurate in all material respects;
- (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
- (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
- (d) not misleading in any material respect nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, it to the Security Agent.

10.12 Investments

The Investments are fully paid.

10.13 Centre of Main Interests

For the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation, is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

10.14 Environmental compliance

The Chargor has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licenses.

11 UNDERTAKINGS

Each Chargor undertakes to the Security Agent in accordance with this clause 10. The undertakings in this clause 10 shall remain in force during the Security Period.

11.1 Lease covenants

Each Chargor shall, in relation to any lease, agreement for lease or other right to occupy to which all or any part of the Charged Property is at any time subject:

- (a) pay the rents (if the lessee) and observe and perform in all material respects the covenants, conditions and obligations imposed (if the lessor) on the lessor or (if the lessee) on the lessee; and
- (b) not do any act or thing whereby any lease or other document which gives any right to occupy any part of the Charged Property becomes or may become subject to determination or any right of re-entry or forfeiture prior to the expiration of its term.

11.2 Real Property

Each Chargor shall:

- (a) notify the Security Agent within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Real Property by any competent authority and (if required by the Security Agent) immediately provide it with a copy of the same and either:
 - (i) comply with such notice, order or proposal; or
 - (ii) make such objections to the same as the Security Agent may require or approve;
- (b) give full particulars to the Security Agent of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to any Real Property;
- (c) duly and punctually pay all rates, rents and other outgoings owed by it in respect of the Real Property;
- (d) comply with all material covenants and obligations affecting any of the Real Property or the manner of use of any of it;
- (e) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Real Property;
- (f) not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Real Property;
- (g) maintain all buildings and erections forming part of the Real Property in a good state of repair and condition, provided that nothing in this Clause shall oblige the Chargor to keep any of its properties, fixtures and fittings in a better state of repair or in better working order or condition than they are at the date of this Deed, or than is required for the business of the Chargor, and in all cases subject to fair wear and tear;
- (h) not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of or a substantial change in use of, any part of the Real Property, without first obtaining the written consent of the Security Agent;
- (i) notify the Security Agent promptly upon the entry into any contract, conveyance, transfer or other disposition for the acquisition by that Chargor (or its nominee(s)) of any Real Property;
- (j) not, except with the prior written consent of the Security Agent confer on any person:
 - (i) any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);

- (ii) any right or licence to occupy any land or buildings forming part of the Real Property;
or
- (iii) any licence to assign or sub-let any part of the Real Property;
- (k) not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined;
- (l) provide the Security Agent with all information which it may reasonably request in relation to the Real Property;
- (m) authorise the Security Agent to make any application which the Security Agent deems appropriate for the designation of this Deed and/or Finance Documents and/or any other document as exempt information documents under rule 136 of the Land Registration Rules 2003 and use its best endeavours to assist with any such application made by or on behalf of the Security Agent;
- (n) notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document, following its designation as an exempt information document and not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document;
- (o) notify the Security Agent immediately upon the acquisition of any Real Property;
- (p) permit the Security Agent and any person nominated by any of them at all reasonable times with reasonable notice to enter any part of the Real Property and view the state of it;
- (q) grant the Security Agent on request all reasonable facilities within the power of the Chargor to allow the Security Agent (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Real Property and to make all enquiries in relation to any part of the Real Property which a prudent mortgagee might carry out;
- (r) immediately upon demand by the Security Agent, provide the Security Agent with a report as to title of the Chargor to the Real Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;
- (s) in respect of any Real Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered:
 - (i) give written notice of this Deed to the Land Registry and procure that notice of this Deed is clearly noted in the Register of Title for such Real Property; and
 - (ii) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Security Agent.

11.3 Entitlement to remedy

- (a) If any Chargor fails to comply with any of the undertakings contained in Clauses 11.1 (*Lease covenants*) or 11.2 (*Real Property*), the Security Agent shall be entitled (with such agents, contractors and others as it sees fit), to do such things as the Security Agent (acting reasonably) may be required to remedy such failure and all monies spent by the Security Agent in doing so shall be reimbursed by the relevant Chargor within 5 Business Days of demand.
- (b) The exercise by the Security Agent of its powers under this Clause 11.3 shall not render the Security Agent liable to account as mortgagee in possession.

11.4 Plant and Machinery

Each Chargor shall:

- (a) maintain at its own expense all Plant and Machinery, fixtures, fittings and other effects for the time being owned by it in good working order and condition, provided that nothing in this Clause shall oblige the Chargor to keep any of it in a better state of repair or in better working order or condition than they are at the date of this Deed, or than is required for the business of the Chargor, and in all cases subject to fair wear and tear;
- (b) immediately on request by the Security Agent, affix to any item of Plant and Machinery a durable notice of this Deed in such form as the Security Agent may require;
- (c) not make any material alterations or additions to any Plant and Machinery which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability;
- (d) not remove any Plant and Machinery from the Real Property except for the purpose of maintenance pursuant to the terms of this Deed.

11.5 Insurance

In addition to complying with any requirements as to insurance in the Finance Documents, each Chargor shall:

- (a) ensure that all policies in relation to the Charged Property are on such terms and contain such clauses as the Security Agent may reasonably require and in particular will require the relevant insurer to inform the Security Agent of:
 - (i) any cancellation, alteration, termination or expiry of any such insurance at least 30 days before it is due to take effect;
 - (ii) any default in payment of any premium or failure to renew at least 30 days before the renewal date; or
 - (iii) any act, omission or event of which the insurer has knowledge which may make any insurance void, voidable or unenforceable (in whole or in part);
- (b) promptly pay all premiums relating to all policies of insurance;
- (c) supply to the Security Agent on request copies of each policy of insurance required to be maintained in accordance with this Deed together with current premium receipts relating to it;
- (d) not do or permit to be done or omit to do anything which may render any insurance void, voidable or unenforceable (in whole or in part) nor vary, amend or terminate any policy of insurance;
- (e) if it defaults at any time in effecting or maintaining such insurances or in producing any policy or receipt to the Security Agent on demand, authorise the Security Agent to take out or renew such policies of insurance in any sum which the Security Agent may reasonably think expedient. All moneys which are expended by the Security Agent in so doing shall be deemed to be properly paid by the Security Agent and shall be reimbursed by the Chargor on demand;
- (f) notify the Security Agent if any claim arises or may be made under the insurances;
- (g) give the Security Agent the sole right to conduct or settle any insurance claim;
- (h) authorise the Security Agent to give any discharge for insurance and to direct the application of all moneys received or receivable under any insurances either in making

good the loss or damage in respect of which the same have been received or in or towards the discharge of the Secured Obligations.

11.6 Intellectual Property

Each Chargor shall:

- (a) observe and comply with all material obligations and laws to which it is subject in its capacity as registered proprietor, beneficial owner, user, licensor or licensee of its Intellectual Property or any part of it;
- (b) duly register in such register(s), or with such authorities as may be available for the purpose and in such name(s) as may be required by the law and practice of the place or registration, such of its material Intellectual Property (and all assignments, licences and mortgages of it) as may be capable of registration in such places;
- (c) not change the specification referred to in any of its registrations of material Intellectual Property or permit any disclaimer, condition, restriction, memorandum or other thing to be entered on the registration of any of the trade marks comprised within such material Intellectual Property, the effect of which will be to materially and adversely affect the value of such trade marks;
- (d) not grant any licence to any person to use its material Intellectual Property in any manner which will materially and adversely affect the value of such material Intellectual Property;
- (e) maintain a comprehensive, detailed and up-to-date centralised record of all its material Intellectual Property (including details of agents engaged in relation to registrations of it) and, when reasonably requested by the Security Agent, immediately provide to the Security Agent a copy of such record and/or a summary of all its Intellectual Property created or acquired since the date of this Deed or the date of last notification.

11.7 Receivables

Each Chargor shall:

- (a) deal with the Receivables in accordance with any directions given in writing from time to time by the Security Agent and, in the absence of such directions, hold the Receivables on trust for the benefit of the Security Agent;
- (b) after the security constituted by this Deed becomes enforceable, comply with any notice served by the Security Agent on the Chargor prohibiting the Chargor from withdrawing all or any monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, except with the prior written consent of the Security Agent;
- (c) if called upon so to do by the Security Agent, execute a legal assignment of the Receivables to the Security Agent in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Receivables are due, owing or incurred;
- (d) deliver to the Security Agent such information as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require.

11.8 Investments

Each Chargor shall:

- (a) promptly pay all calls or other payments which may become due in respect of the Investments;
- (b) promptly send to the Security Agent copies of all notices, circulars, reports, accounts and

other documents which are sent to the holders of any Investments;

- (c) at the request of the Security Agent, procure all consents, waivers and approvals which are necessary, under the articles of association of any Issuer or otherwise, for the transfer of the Investments to the Security Agent or its nominee or to a purchaser upon the enforcement of this Deed and to procure the amendment of the share transfer provisions of each Issuer's articles of association in such manner as the Security Agent may require in order to permit such a transfer;
- (d) if so requested by the Security Agent:
 - (i) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and
 - (ii) take whatever action the Security Agent may request for the dematerialisation or re-materialisation of any Investment held in a clearance system;
- (e) without prejudice to the above, permit the Security Agent, at the expense of the Chargor, to take whatever action it deems necessary for the dematerialisation or re-materialisation of any Investment;
- (f) until the security constituted by this Deed becomes enforceable, be entitled to:
 - (i) receive and retain all dividends, distributions and other moneys paid on or derived from the Investments; and
 - (ii) exercise all voting and other rights and powers attaching to the Investments provided that it must not do so in a manner which is prejudicial to the interests of the Security Agent under this Deed;
- (g) after the security constituted by this Deed becomes enforceable:
 - (i) hold all dividends, distributions and other moneys paid on or derived from the Investments on trust for the Security Agent; and
 - (ii) comply and procure that its nominees comply with any directions from the Security Agent concerning the exercise of all voting and other rights and powers attaching to the Investments;
- (h) at any time after the security constituted by this Deed becomes enforceable, permit the Security Agent to complete the instrument(s) of transfer for the Investments on behalf of the Chargor in favour of itself or such other person as it may select.

11.9 Material Contracts

Each Chargor shall:

- (a) not, without the prior written consent of the Security Agent, amend or waive any term of any Material Contract, terminate any Material Contract or release any other party from its obligations under any Material Contract;
- (b) duly perform its obligations under each Material Contract, notify the Security Agent of any material default by it or any other party under any Material Contract and not take any action which would reduce or impede recoveries in respect of any Material Contract;
- (c) provide to the Security Agent, as soon as practicable upon receipt, copies of all notices which it may from time to time receive from any other party to any Material Contract.

11.10 Centre of Main Interests

No Chargor shall, without the prior written consent of the Security Agent, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

11.11 Goodwill

Each Chargor shall:

- (a) not, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), grant any franchise, licence or other authority to any person to use its Chargor name, trade name or business name or any other business asset which will materially and adversely affect the value of the goodwill of the Chargor;
- (b) where the prior written consent of the Security Agent had been given under Clause 11.11(a), comply with Clause 11.7 (*Receivables*) in relation to any income or monies receivable in respect of such franchise, licence or authority as if such income or monies were Receivables.

11.12 Uncalled capital

Each Chargor shall:

- (a) not call up, or receive in advance of its due date, any uncalled capital; and
- (b) promptly apply any paid capital towards the repayment, in full or in part, of the Secured Obligations.

12 ENFORCEMENT OF SECURITY

12.1 Enforcement

- (a) The security constituted by this Deed shall become immediately enforceable at any time upon the occurrence of:
 - (i) an Event of Default which has not been remedied or waived;
 - (ii) an Administration Event; or
 - (iii) a request from any Chargor to the Security Agent that it exercise any of its powers under this Deed.
- (b) The Security Agent may refrain from enforcing the security constituted by this Deed unless instructed to do so by the Instructing Noteholders.

12.2 Powers on enforcement

At any time after the security created under this Deed becomes enforceable, the Security Agent may, without notice to any Chargor or prior authorisation from any court and whether or not it has appointed a Receiver, in its absolute discretion:

- (a) secure and perfect its title to all or any part of the Charged Property;
- (b) enforce all or any part of that Security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property (and any assets of the relevant Chargor which, when got in, would be part of the Charged Property) at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration);
- (c) exercise all or any of the powers, authorities and discretions conferred on mortgagees by

the Law of Property Act 1925 (as varied or extended by this Deed);

- (d) exercise all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986; and
- (e) exercise all or any of the powers conferred by this Deed.

12.3 No Liability as Mortgagee in Possession

Neither the Security Agent nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property for which a mortgagee in possession might otherwise be liable other than in the case of gross negligence or willful default upon its part.

13 POWERS OF THE SECURITY AGENT

13.1 Extension of Powers

The power of sale conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

13.2 Restrictions

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Deed.

13.3 Power of Leasing

At any time after the security created by this Deed becomes enforceable, the Security Agent may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925. For the purposes of sections 99 and 100 of the Law of Property Act 1925, the expression "Mortgagor" will include any incumbrancer deriving title under any Chargor and neither section 99(18) nor section 100(12) of the Law of Property Act 1925 will apply.

13.4 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

13.5 Delegation

Each of the Security Agent and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or the Receiver itself or any subsequent delegation or revocation thereof.

13.6 Investigations

Following the occurrence of an Event of Default which is continuing, the Security Agent may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of a Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Security Agent in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the

Security Agent of all information in relation to the Chargor which the Security Agent provides to any person in relation to the preparation of any such report.

13.7 Power to Remedy

If at any time a Chargor does not comply with any of its obligations under this Deed, the Security Agent may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Security Agent, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default.

13.8 Statutory powers

The powers conferred by this Deed on the Security Agent are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the Law of Property Act 1925, the Insolvency Act 1986 or otherwise by law (as extended by this Deed) and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Property. In the case of any conflict between the statutory powers contained in any such acts and those conferred by this Deed, the terms of this Deed shall prevail.

14 APPOINTMENT OF RECEIVER OR ADMINISTRATOR

14.1 Appointment and Removal

- (a) At any time after the security created under this Deed becomes enforceable, or if requested to do so by a Chargor, the Security Agent may (by deed or otherwise and acting through its authorised officer) without prior notice to any Chargor:
 - (i) appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property;
 - (ii) appoint two or more Receivers of separate parts of the Charged Property;
 - (iii) remove (so far as it is lawfully able) any Receiver(s) so appointed;
 - (iv) appoint another person(s) as an additional or replacement Receiver(s); and
 - (v) appoint one or more persons to be an Administrator of that Chargor.
- (b) The Security Agent may apply to the Court for an order removing an Administrator from office and may by notice in writing in accordance with this clause appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.
- (c) Notwithstanding anything to the contrary in this Deed, neither the obtaining of a moratorium by a Chargor under schedule A1 to the Insolvency Act 1986 nor the doing of anything by a Chargor with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall be, or be construed as:
 - (i) an event under this Deed which causes any floating charge created by this Deed to crystallise;
 - (ii) an event under this Deed which causes any restriction which would not otherwise apply to be imposed on the disposal of any property by the Borrower; or
 - (iii) a ground under this Deed for the appointment of a Receiver.

14.2 Capacity of Receivers

Each Receiver shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) an agent of the relevant Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925).

15 POWERS OF RECEIVER

15.1 General Powers

Every Receiver shall have all the powers:

- (a) conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act;
- (b) set out in Schedule 1 to the Insolvency Act 1986; and
- (c) conferred from time to time on receivers by statute.

15.2 Additional Powers

In addition to the powers referred to in Clause 15.1 (*General Powers*) a Receiver shall have the power, at the cost of a Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Security Agent) in the name of the Security Agent:

- (a) to take possession of, collect and get in all or any part of the Charged Property in respect of which the Receiver was appointed;
- (b) to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor;
- (c) to borrow or raise money and secure the payment of any money in priority to the charges created by this Deed for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;
- (d) without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925, to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Property in any manner and on such terms as he thinks fit and the consideration for any such transaction may consist of cash or of shares or securities of another Chargor (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments; all moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations;
- (e) to sever any fixtures (including trade and tenants fixtures) from the property of which they form part, without the consent of the Chargor;
- (f) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property, including, without limitation, all voting and other rights attaching to the Investments;
- (g) to make and effect all repairs, renewals, improvements, and insurances;
- (h) to redeem any prior Security in respect of all or any of the Charged Property and to settle

and pass the accounts of the holder of such prior Security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor (all moneys paid to the holder of such Security in accordance with such accounts shall form part of the Secured Obligations);

- (i) to promote the formation of subsidiaries of the Chargor for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor and to arrange for any such subsidiaries to trade or cease to trade on such terms as the Receiver thinks fit;
- (j) to take such proceedings and to make any arrangement or compromise which the Security Agent or the Receiver may think fit;
- (k) to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine;
- (l) to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property; and/or
- (m) to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property.

16 APPLICATION OF MONEYS

16.1 Application

- (a) Subject to the terms of the Senior Intercreditor Deed, all moneys received or recovered by the Security Agent or any Receiver pursuant to this Deed, including any non-cash recoveries, shall (subject to the rights and claims of any person having security ranking in priority to the security constituted by this Deed) be applied in the following order:
 - (i) first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Security Agent or any Receiver and the payment of the remuneration of any Receiver;
 - (ii) second, in or towards payment of any debts or claims which are required by law to be paid in preference to the Secured Obligations, but only to the extent to which such debts or claims have such preference;
 - (iii) third, in or towards payment of all matters referred to in the first three paragraphs of Section 109(8) of the Law of Property Act 1925 (other than the remuneration of the Receiver);
 - (iv) fourth, in or towards satisfaction of the Secured Obligations; and
 - (v) fifth, any surplus shall be paid to the relevant Chargor or any other person entitled thereto.
- (b) Only money actually paid by the Receiver to the Security Agent, or received or recovered by the Security Agent under this Deed, shall be capable of being applied in or towards the satisfaction of the Secured Obligations and a Chargor shall have no rights in respect of the application by the Security Agent of any sums received, recovered or realised by the Security Agent under this Deed.

16.2 Suspense Account

Subject to the terms of the Senior Intercreditor Deed, Until all Secured Obligations have been irrevocably and unconditionally paid and discharged in full, the Security Agent and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either a Chargor or of the Security Agent without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations. Amounts standing to the credit of such Suspense Account shall bear interest at a fair market rate.

16.3 Avoidance of Payments

Subject to the terms of the Senior Intercreditor Deed, If the Security Agent reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Deed and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

16.4 Use of insurance proceeds

Subject to the terms of the Senior Intercreditor Deed, All moneys receivable by virtue of any of the Insurance Policies shall be paid to the Security Agent (or if not paid by the insurers directly to the Security Agent shall be held on trust for the Security Agent) and shall at the option of the Security Agent be applied in replacing, restoring or reinstating the Charged Property (any deficiency being made good by the Chargors) or (except where the relevant Chargor is obliged (as landlord or tenant) to lay out such insurance moneys under the provisions of any lease of any Real Property) in reduction of the Secured Obligations.

17 PROTECTION OF PURCHASERS

17.1 Receipts

The receipt of the Security Agent or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property.

17.2 Protection of Purchasers

No purchaser or other person dealing with the Security Agent or its delegate or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Security Agent shall have lapsed for any reason or have been revoked.

18 POWER OF ATTORNEY

18.1 Appointment

Each Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, irrevocably appoints the Security Agent, each person to whom the Security Agent shall from time to time have delegated the exercise of the power of attorney conferred by this Clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be necessary for:

- (a) carrying out any obligation imposed on the Chargor by this Deed that the Chargor has failed to perform (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and
- (b) enabling the Security Agent and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law.

18.2 Ratification

Each Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

19 CONTINUING SECURITY**19.1 Continuing Security**

The security created by or pursuant to this Deed will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or other matter or thing whatsoever and will be without prejudice and in addition to and shall not merge with any other right, remedy or security which the Security Agent may hold at any time for the Secured Obligations and will not be affected by any release, reassignment or discharge of such other right, remedy or security.

19.2 Settlements conditional

Any release, discharge or settlement between a Chargor, the Security Agent shall be conditional upon no security, disposition or payment to the Security Agent by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy or insolvency or for any other reason whatsoever, and if such condition shall not be fulfilled the Security Agent shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

20 PRIOR SECURITY INTERESTS**20.1 Redemption or transfer**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Property or in case of exercise by the Security Agent or any Receiver of any power of sale or right of appropriation or application under this Deed, the Security Agent may redeem such prior Security or procure the transfer thereof to itself.

20.2 Accounts

The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on each Chargor.

20.3 Costs of redemption or transfer

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Agent on demand.

21 NEW ACCOUNTS

If the Security Agent at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Charged Property it may open a new account or accounts with a Chargor. If the Security Agent does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice and as from such time all payments made to the Security Agent shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations.

22 RELEASE OF SECURITY**22.1 Release of Security**

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of each Chargor, release and cancel the Security created by this Deed and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 22.2 (*Clawback*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

22.2 Clawback

If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Deed and the Security created by it will continue and such amount will not be considered to have been irrevocably paid or credited.

22.3 Set-Off

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right), after the Security created by or pursuant to this Deed has become enforceable in accordance with Clause 12 (*Enforcement of Security*), to set off against the Secured Obligations any amount or other obligation owing (contingent or otherwise) by the Security Agent to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Agent in accordance with Clause 16 (*Application of Moneys*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

23 EXPENSES AND INDEMNITY

23.1 Indemnity

Each Chargor shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Security Agent, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain:

- (a) in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law); and/or
- (b) in connection with or otherwise relating to this Deed or the Charged Property.

24 MISCELLANEOUS

24.1 Assignment and disclosure of information

The Security Agent may assign, novate and transfer all or any of its rights and obligations under this Deed. The Security Agent shall be entitled to disclose such information concerning the Chargors and this Deed as the Security Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

24.2 Perpetuity Period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of one hundred and twenty five years from the date of this Deed.

24.3 No Liability

None of the Security Agent, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or willful default upon its part.

24.4 Remedies and Waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

25 NOTICES

25.1 Communications in writing

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

25.2 Addresses

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

- (a) in the case of a Chargor, that identified with its name in Schedule 1 (*The Chargors*) below or the Chargor's registered office;
- (b) in the case of the Security Agent, its registered office;
- (c) in the case of any other Party which becomes a Party after the date of this Deed, that set out in the relevant Accession Deed,

or any substitute address, email, or department or officer as one party may notify to the other party by not less than seven days' notice.

25.3 Delivery

- (a) Subject to clause 25.3(b) below, 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 sent in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or four days following the day on which it was despatched by first-class mail postage prepaid,

and, if a particular department or officer of any party is specified on the execution page below, 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 (or any substitute department or officer) as the Security Agent may specify from time to time for this purpose.

25.4 Internet communications

Each Chargor acknowledges that internet communications are not secure and may be intercepted by third parties, and, as such, the Security Agent does not accept any responsibility, legal or otherwise, for any interception of internet communications or interference by third parties.

26 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

27 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

28 JURISDICTION

28.1 English Courts

The courts of England have exclusive jurisdiction to settle any disputes (a "**Dispute**") arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

28.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

28.3 Exclusive Jurisdiction

This Clause 28 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 28.1 (*English Courts*), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Security Agent and **EXECUTED AS A DEED** by the Chargors and is delivered by them on the date first specified above.

**SCHEDULE 1
THE ORIGINAL CHARGORS**

Name of Chargor	Chargor number	Registered Office	Email
PHL Group Midco Limited	13920184	Ellenborough House, Wellington Street, Cheltenham, United Kingdom, GL50 1YD	[REDACTED]
PHL Group Finance Limited	13925058	Ellenborough House, Wellington Street, Cheltenham, United Kingdom, GL50 1YD	[REDACTED]
PHL Horizon Ltd	13923047	Alisa House 3 Turnberry House The Links, 4400 Parkway, Whiteley, Fareham, Hampshire, United Kingdom, PO15 7FJ	[REDACTED]
Partnering Health Holdings Limited	13208108	Alisa House 3 Turnberry House The Links, 4400 Parkway, Whiteley, Fareham, Hampshire, United Kingdom, PO15 7FJ	[REDACTED]
Partnering Health Limited	06563486	Alisa House 3 Turnberry House The Links, 4400 Parkway, Whiteley, Fareham, Hampshire, United Kingdom, PO15 7FJ	[REDACTED]
PHL Primary Care Limited	10068549	Alisa House, 3 Turnberry House Parkway, Whiteley, Fareham, England, PO15 7FJ	[REDACTED]
PHL Youla Limited	12274169	Alisa House, 3 Turnberry House Parkway, Whiteley, Fareham, England, PO15 7FJ	[REDACTED]
PHL Professionals limited ^(wkr) Ltd	12186050	Alisa House, 3 Turnberry House Parkway, Whiteley, Fareham, England, PO15 7FJ	[REDACTED]
PHL Integrated Care Limited	09416078	Alisa House, 3 Turnberry House Parkway, Whiteley, Fareham, England, PO15 7FJ	pascal@ethospio.com

SCHEDULE 2- SECURED ASSETS**Part 1**Part A
Registered Land

Chargor	Address	Title Number

*Intentionally blank*Part B
Unregistered Land

		Document describing the Real Property		
Chargor	Address	Date	Document	Parties

*Intentionally blank***Part 2- Shares**

Chargor	Issuer of Shares	Number and class of shares	Details of nominees (if any) holding legal title to the shares
PHL Group Midco Limited	PHL Group Finance Limited	1 ordinary share of £1.00	n/a
PHL Group Finance Limited	PHL Horizon Ltd	3,242,200 ordinary shares of £0.01	n/a
PHL Horizon Ltd	Partnering Health Holdings Limited	5,917,200 ordinary shares of £0.01	n/a
Partnering Health Holdings Limited	Partnering Health Limited	7,900,000 ordinary shares of £0.01	n/a
Partnering Health Limited	PHL Primary Care Limited	1 ordinary share of £1.00	n/a
Partnering Health Limited	PHL Youla Limited	100 ordinary shares of £1.00	n/a
Partnering Health Limited	PHL Professionals Limited	1 ordinary share of £1.00	n/a
Partnering Health Limited	PHL Integrated Care Limited	1 ordinary share of £1.00	n/a
Partnering Health Limited	Salveas (SC421618) Limited	5,000 A ordinary shares of £1.00 5,000 C ordinary shares of £1.00 2,500 D ordinary shares of £1.00	n/a

Part 3- Intellectual Property

Chargor	Trademark/ Patent number	Jurisdiction	Classes	Trademark test
<i>Intentionally blank</i>				

Part 4- Material Contracts

Chargor	Date of contract	Parties to contract	Details of contract
PHL Group Finance Limited	On or about the date of this Deed	<p>(1) Timothy Wright, Stephen Minion, Claire Oatridge, Ross Brand, Robert Smith, Andrew Kandiah and Roberto Coladangelo; and</p> <p>(2) PHL Group Finance Limited</p>	Share purchase agreement in respect to PHL Horizon Ltd

SCHEDULE 2 – FORM OF ACCESSION DEED

This Accession Deed is made on 20[•]

Between:

- (1) [NEW CHARGOR], a private company registered in [England and Wales] with company number [•] and whose registered office is at [•] (the "New Chargor"); and
- (2) [SECURITY AGENT], [a [limited liability partnership][private company] registered in [England and Wales] with company number [•] and whose registered office is at Do]] [of [s]], as security agent for the Secured Parties (the "Security Agent"),

This Accession Deed witnesses as follows:

1. Definitions and interpretation

- 1.1 This Deed is supplemental to the guarantee and debenture granted by the Chargors in favour of the Security Agent on [.] 20[.] (the "**Guarantee and Debenture**").
- 1.2 Unless a contrary intention appears, words and expressions defined in the Guarantee and Debenture shall have the same meaning in this Accession Deed and clause 1.2 (Construction) of the Guarantee and Debenture shall apply to this Accession Deed.

2. Confirmation

- 2.1 The New Chargor confirms it has read and understood the content of the Guarantee and Debenture.
- 2.2 The New Chargor makes the representations and warranties as set out in clause 9 (Representations and warranties) of the Guarantee and Debenture by reference to the facts and circumstances then existing on the date of this Accession Deed.

3. Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Guarantee and Debenture as if it had been an Original Chargor.

4. Security

- 4.1 Without prejudice to the generality of clause 3 (Accession), the New Chargor with full title guarantee:
- (a) charges in favour of the Security Agent for the payment and discharge of the Secured Obligations:
- (i) by way of legal mortgage, its interest in the Real Property (other than any Excluded Property) and all Related Rights;
 - (ii) by way of fixed charge, all of its rights, title and interest in and to all its Real Property (other than the Excluded Property) now or at any time after the date of this Deed belonging to the Chargor (to the extent not validly and effectively charged by way of legal mortgage under clause 4.1(a)(i) above), together with all Related Rights;
 - (iii) by way of fixed charge, all of its rights, title and interest from time to time in and to all Plant and Machinery and other fixtures and fittings attached to any Real Property and all Related Rights;

- (iv) by way of fixed charge:
 - (A) all present and future bank accounts, cash at bank and credit balances of each Chargor with any bank or other person; and
 - (B) all Related Rights in relation to the accounts charged pursuant to Clause 4.1(a)(iv)(A) above;
- (v) by way of fixed charge, all of its rights, title and interest from time to time in and to all present and future Receivables and all Related Rights, other than those validly and effectively assigned under Clause 4.1(b) (*Security Assignment*);
- (vi) by way of fixed charge:
 - (A) all present and future Investments;
 - (B) all Investment Derivative Rights; and
 - (C) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment;
- (vii) by way of fixed charge, all of its rights, title and interest from time to time in and to all Intellectual Property and all Related Rights;
- (viii) by way of fixed charge, all of its rights, title and interest from time to time in and to any goodwill of the Chargor;
- (ix) by way of fixed charge, the uncalled capital of the Chargor;
- (x) by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under Clause 4.1(b) (*Security Assignment*);
- (xi) by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under Clause 4.1(b) (*Security Assignment*);
- (xii) by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them; and
- (xiii) by way of fixed charge, all rights, interests and claims in any pension fund now or in the future.
- (xiv) by way of fixed charge all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.1(b)(i) below;
- (xv) by way of fixed charge all its rights in respect of each Receivable and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 4.1(b)(ii) below;
- (xvi) by way of fixed charge all its rights in respect of each Material Contracts and all other agreements, instruments and rights relating to the Secured Assets, to the extent not effectively assigned under clause 4.1(b)(iii) below.
- (b) assigns to the Security Agent absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (i) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy;
 - (ii) all its rights in respect of each Receivable and all other agreements, instruments and rights relating to the Secured Assets; and
 - (iii) the benefit of each Material Contract and the benefit of all other agreements, instruments and rights relating to the Secured Assets; and
- (c) charges by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clauses 4.1(a) to 4.1(b) inclusive.
- 4.2 The floating charge created by clause 4.1(c) above is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5. Construction

Save as specifically varied in respect of the New Chargor only, the Guarantee and Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Guarantee and Debenture so that all references to "this Deed" in the Guarantee and Debenture shall include reference to this Accession Deed.

6. Governing Law


This Accession Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

[add signature blocks]


EXECUTION CLAUSES TO THE GUARANTEE AND DEBENTURE

EXECUTED as a **DEED** by
PHL GROUP MIDCO LIMITED
acting by a director

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Director
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Director/Secretary

or
in the presence of:

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Witness Signature

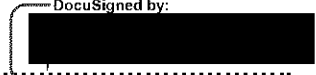
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EXECUTED as a **DEED** by
PHL GROUP FINANCE LIMITED
acting by a director

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EXECUTED as a **DEED** by
PHL HORIZON LIMITED
acting by a director

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Director/Secretary

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in the presence of:

DocuSigned by:

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Witness Signature

Laura Dilley Name

 Address

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Advanced Clinical Practitioner
..... Occupation


EXECUTED as a **DEED** by
PARTNERING HEALTH HOLDINGS LIMITED
acting by a director

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Director/Secretary

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Witness Signature

Laura Dilley Name

 Address

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Advanced Clinical Practitioner
..... Occupation

EXECUTED as a **DEED** by
PARTNERING HEALTH LIMITED
acting by a director

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) Director/Secretary

or
in the presence of:

DocuSigned by:
[Redacted]
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Witness Signature
Laura Dilley Name
[Redacted] Address
.....
Advanced Clinical Practitioner Occupation

EXECUTED as a **DEED** by
PHL PRIMARY CARE LIMITED
acting by a director

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) Director/Secretary

or
in the presence of:

DocuSigned by:
[Redacted]
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Witness Signature
Laura Dilley Name
[Redacted] Address
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Advanced Clinical Practitioner Occupation

EXECUTED as a **DEED** by
PHL PROFESSIONALS LIMITED
acting by a director

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Director
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Director/Secretary

or
in the presence of:

.....
Witness Signature

..... Laura Dilley Name
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..... Address
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..... Advanced Clinical Practitioner Occupation

EXECUTED as a **DEED** by
PHL YOULA LIMITED
acting by a director

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Director
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Director/Secretary

or
in the presence of:

.....
Witness Signature

..... Laura Dilley Name
.....
..... Address
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..... Advanced Clinical Practitioner Occupation

EXECUTED as a **DEED** by
PHL INTEGRATED CARE LIMITED
acting by a director

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) Director/Secretary

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[Redacted Signature]
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or
in the presence of:

DocuSigned by:
[Redacted Signature]
61A79079A949426...

Witness Signature

Laura Dilley

Name

[Redacted Address]

Address

Advanced Clinical Practitioner

Occupation

Investor

EXECUTED and **DELIVERED** as a **DEED**
by **MAINSRING NOMINEES LIMITED** as
attorney for **MNL NOMINEES LIMITED** under
a power of attorney dated 26 March 2015 in the
presence of:

DocuSigned by:
[Redacted Signature]
9377F67403B3440...
Attorney for MNL Nominees Limited

DocuSigned by:
[Redacted Signature]
B42B2DC0D2A04AC...
Witness Signature
Amanda Simmons
..... Name

[Redacted Address]
..... Address
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Teacher
..... Occupation