



Registration of a Charge

Company Name: **ERGEA UK AND IRELAND HOLDINGS LIMITED**

Company Number: **09069539**



Received for filing in Electronic Format on the: **15/05/2023**

XC3LSEQA

Details of Charge

Date of creation: **09/05/2023**

Charge code: **0906 9539 0010**

Persons entitled: **INTESA SANPAOLO S.P.A.**

Brief description:

Contains fixed charge(s).

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: **ASHWATI VENKATESH**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9069539

Charge code: 0906 9539 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2023 and created by ERGEA UK AND IRELAND HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2023 .

Given at Companies House, Cardiff on 17th May 2023

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**

To:

ERGÉA GROUP S.À.R.L.

8, rue Lou Hemmer
L-1748 Senningerberg
Grand Duchy of Luxembourg

ERGÉA GROUP ITALIA S.P.A.

Via Alessandro Manzoni, no. 38
20121 Milan (MI)
Italy

MEDIPASS S.P.A.

Via Ilio Barontini no. 20
40138 Bologna (BO)
Italy

ECOMEDICA S.P.A.

Via Cherubini no. 2/4
50053 Empoli (FI)
Italy

INFRAMEDICA GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZ-WERK GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK MIDCO GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK ACQUICO GMBH

Ulmer Straße 68
73431 Aalen
Germany

EINBECKER BÜRGERSPITAL GMBH

Andershäuser Straße 8
37574 Einbeck
Germany

EINBECKER BÜRGERSPITAL SERVICE GMBH

Andershäuser StraBe 8
37574 Einbeck
Germany

RON IMMOBILIEN GMBH & CO. KG

Platanenweg 24/2
73430 Aalen
Germany

RON IMMOBILIEN VERWALTUNGS-GMBH

Platanenweg 24/2
73430 Aalen
Germany

CURADIUS VERWALTUNGSGESELLSCHAFT MBH

Platanenweg 24/2
73430 Aalen
Germany

MVZ RON NORDWÜRTTEMBERG STRAHLENTHERAPIE GMBH

Im Kälblesrain 1
73430 Aalen
Germany

MVZ RON NIEDERSACHSEN STRAHLENTHERAPIE GMBH

Ulmer StraBe 68
73431 Aalen
Germany

MVZ RON NORDRHEIN STRAHLENTHERAPIE GMBH

Ulmer StraBe 68
73431 Aalen
Germany

RHENUS RONK GMBH

RöntgenstraBe 10
79539 Lörrach
Germany

MVZ RON NECKAR-TAUBER STRAHLENTHERAPIE GMBH

Am Mühlrain 2

74172 Neckarsulm
Germany

MVZ RON MITTELDEUTSCHLAND STRAHLENTHERAPIE GMBH (FORMERLY MVZ RON BERLIN STRAHLENTHERAPIE GMBH)

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BAYERN STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BADEN – BADEN STRAHLENTHERAPIE GMBH

Balger Straße 50
76532 Baden-Baden
Germany

MVZ RON SÜDDEUTSCHLAND STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON PASING STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

ERGÉA GROUP UK LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA UK AND IRELAND HOLDINGS LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA GLOBAL SUPPLY UK LTD

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA UK AND IRELAND LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (MANAGED HEALTHCARE) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HOLDINGS (MES) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (WHITTINGTON) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (LEICESTER 2) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HEALTHCARE LEEDS AND BELFAST LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA LEEDS LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA HEALTHCARE LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

From:

INTESA SANPAOLO S.P.A.

Largo Mattioli 3
Milano (MI) 20121
Italy

9 May 2023

PRIVATE & CONFIDENTIAL

Dear Sirs, Madams,

We refer to our recent discussions and set out below the terms of our proposal in respect of the Hedging Assignment Agreement (the “**Proposal**”).

* * *

To be executed by way of exchange of correspondence or in front of a notary outside of Italy

WHITE & CASE

Dated _____ 9 May _____ 2023

Hedging Assignment Agreement

relating to Project Cura

between

Certain Entities listed in Schedule 1

as the Original Chargor

and

INTESA SANPAOLO S.P.A.

as the Security Agent

White & Case LLP
5 Old Broad Street
London EC2N 1DW
United Kingdom

Table of Contents

	Page
1. Definitions and Interpretation	1
2. Creation of Security	4
3. Restrictions on Dealings	5
4. Relevant Documents	5
5. When Security Becomes Enforceable	6
6. Enforcement of Security Interest	6
7. Receiver	7
8. Powers of Receiver	8
9. Application of Proceeds	9
10. Delegation	10
11. Further Assurances	10
12. Power of Attorney	10
13. Preservation of Security Interest	11
14. Assignments and Transfers	11
15. Miscellaneous	12
16. Partial Invalidity	12
17. Counterparts	12
18. Governing Law	12
19. Enforcement	12
Schedule 1 Obligors	14
Schedule 2 Security Assets	16
Schedule 3 Forms of Letter for Hedge Counterparty	17
Schedule 4 Form of Security Accession Deed	19

This Deed (the “Deed”) is dated 9 May 2023 and is made

Between:

- (1) **CERTAIN ENTITIES** listed in Schedule 1 (*Obligors*) of this Deed (the “**Original Chargors**”); and
- (2) **INTESA SANPAOLO S.P.A.**, a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Piazza San Carlo No. 156, Turin, Italy, and having secondary registered office at Via Monte di Pietà No. 8, Milan, Italy, share capital of Euro 10,368,870,930.08, registered with the Companies Register of Turin under No. 00799960158 and tax code No. 00799960158, included in the Italian National Register of Banks No. 5361 ABI Code 3069.2, member of the Italian National Interbank Deposit Guarantee Fund and of the Italian National Guarantee Fund and parent company of the banking group “Intesa Sanpaolo” included in the Italian National Register of Banking Groups, as security agent, security trustee and *mandatario con rappresentanza* for the Secured Creditors, as security trustee and security agent for the Secured Creditors (the “**Security Agent**”).

Background:

- (A) Each Chargor enters into this Deed in connection with the STID.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

“**Chargor**” means each Original Chargor and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed.

“**Comfort Documents**” means, collectively, the following documents (or the corresponding (or having a similar effect) documents that may be issued by the competent authority of the jurisdiction in which a Relevant Payor incorporated outside Italy but subject to any similar claw-back or ineffectiveness periods, have its registered offices), each dated not earlier than 5 (five) Business Days prior to the date of the discharge of the Security Interest created under this Deed:

- (a) a certificate of registration (*certificato di vigenza*) of the Relevant Payor issued by the competent companies’ register (*Registro delle Imprese*), confirming that no insolvency proceedings (*procedura concorsuale*) are pending or initiated against the Relevant Payor; and
- (b) a declaration from the chairman of the board of directors (*presidente del consiglio di amministrazione*) or the sole director or the chairman of the management board (*consiglio di gestione*), as the case may be, of each Relevant Payor, stating that, to the best of his/her knowledge on the basis of a *bona fide* evaluation:
 - (i) the Relevant Payor is not insolvent at the time such declaration is given;
 - (ii) he/she is not aware of any event or circumstance from which, based on the circumstances existing at that time, it would be possible to reasonably infer in

good faith that the Relevant Payor will become insolvent as a result of repayment of the Secured Obligations;

- (iii) no writ of attachment has been enforced against such Relevant Payor at the time such declaration is given; and
- (iv) the Relevant Payor has not been subject to any legal proceedings for non-payment of checks, promissory notes or drafts (*protesti*) in the course of the 12 (twelve) months preceding the date on which such declaration is given;

“**Delegate**” means any delegate, agent, attorney, co-trustee or co-security agent appointed by the Security Agent.

“**Effective Time**” has the meaning given to it in the Global Deed of Release.

“**Global Deed of Release**” means the deed of release dated 9 May 2023 and made between, among others, Ergea Group UK Limited (formerly known as Inframedica UK Holdings Limited) as the company and National Westminster Bank Plc as the security agent.

“**Master Definitions Agreement**” means the master definitions agreement dated 30 April 2023 between, amongst others, the Ergéa Group S.à.r.l. as the company, Ergéa S.à.r.l. as the parent and the Security Agent.

“**Party**” means a party to this Deed.

“**Relevant Document**” means each present and future Hedging Agreement.

“**Relevant Payor**” means any Obligor or any other person, irrespective of its country of incorporation, that has made any payment made to discharge any Secured Obligations which, at the time of the delivery of the Comfort Documents, would be capable of being clawed back or declared ineffective under any insolvency law applicable to such Relevant Payor if the latter was at any time made subject to any insolvency proceedings.

“**Security Accession Deed**” means a deed executed by an Obligor substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

“**Security Asset**” means all the assets, rights, title, interests and benefits of the Chargors which is, or is expressed to be, subject to any Security Interest created by this Deed.

“**Secured Parties**” has the meaning given to the term “Secured Creditor” in the Master Definitions Agreement.

“**Security Period**” means the period beginning on the date of this Deed and ending on the Final Discharge Date, provided that Secured Obligations which was discharged by a Relevant Payor shall be considered definitively and irrevocably discharged following payment in full of the Secured Obligations upon the occurrence of the earlier of the following circumstances:

- (a) any claw-back period (*periodo di revocatoria*) provided for under Article 166 or ineffectiveness period (*periodo di inefficacia*) provided for under Article 164 of the Italian Crisis and Insolvency Code (or any equivalent provisions set out under the Italian Bankruptcy Law or under the different bankruptcy rules, if any, which are applicable to the relevant Relevant Payor from time to time) have elapsed; or
- (b) the Comfort Documents have been delivered to the Security Agent;

provided that no Material Event of Default was outstanding at the time the last payment of a Secured Obligation was made.

However, if a Relevant Payor is made subject to any insolvency proceedings, irrespective of the law applicable to such insolvency proceedings, during the Effective Period such period shall be automatically extended until no claw-back action (*azione revocatoria*) of any payment or declaration of ineffectiveness (*dichiarazione di inefficacia*) can be exercised in relation to any payment made in satisfaction of the Secured Obligations.

1.2 Construction

- (a) Capitalised terms defined in the Master Definitions Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (*Construction and Interpretation*) of the STID shall apply to this Deed as though they were set out in full in this Deed except that references to the STID will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document, a Relevant Document or any other agreement or instrument is a reference to that Finance Document, Relevant Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any “**rights**” in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case, in respect of or derived from that asset;
 - (iii) a “**Security Asset**” includes:
 - (A) any part of that Security Asset;
 - (B) the proceeds of that Security Asset; and
 - (C) the proceeds of sale of that Security Asset; and
 - (iv) the term “**this Security Interest**” means any Security Interest created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset and any proceeds of any disposal of that Security Asset.

1.3 STID

- (a) This Deed is entered into subject to, and with the benefit of, the terms of the STID.
- (b) Notwithstanding anything to the contrary in this Deed, the terms of the STID will prevail if there is any conflict or inconsistency between the terms of this Deed and the terms of the STID.

- (c) The fact that a provision of this Deed is expressed to be subject to the terms of the STID does not mean, and will not be taken to mean, that any other provision of this Deed is not so subject.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.5 Effectiveness

Each provision of this Deed other than Clause 1 (*Definitions and Interpretation*), Clause 16 (*Partial Invalidity*) to Clause 18 (*Governing Law*) will take effect on and from the Effective Time.

2. Creation of Security

2.1 Covenant to Pay

The Chargors shall, as primary obligor and not only as a surety, on demand, pay or discharge the Secured Obligations when they fall due in the manner provided for in the Finance Documents.

2.2 General

- (a) All the Security Interest created under this Deed is:
 - (i) created in favour of the Security Agent;
 - (ii) created over present and future Security Assets; and
 - (iii) security for the payment of all the Secured Obligations.
- (b) The Security Agent holds the benefit of this Deed and this Security Interest on trust for the Secured Parties on the terms of the Finance Documents.

2.3 Relevant Documents

- (a) Each Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, assigns absolutely, subject to a proviso for re-assignment on redemption and without prejudice to and after giving effect to any netting or set-off provisions contained in the Relevant Documents, in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all of its present and future rights, title and interest in and to each Relevant Document to which it is a party.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all of its present and future rights, title and interest in and to each Relevant Document to which it is a party (without

prejudice to and after giving effect to any netting or set-off provisions contained in the Relevant Documents).

3. Restrictions on Dealings

Except as permitted by the Finance Documents or with the prior consent of the Security Agent, the Chargors must not create or permit to subsist any Security on any Security Asset.

4. Relevant Documents

4.1 Exercise of Rights

- (a) Subject to the terms of this Deed, the Security Agent (on behalf of each Secured Party) agrees that each Chargor will continue to be entitled to receive payments and exercise all of the rights, powers, discretions and remedies which would (but for this Deed) be vested in each Chargor under and in respect of the Relevant Documents, unless and except to the extent that following the occurrence of a Declared Default that is continuing, the Security Agent requires otherwise by notice to the relevant Chargor and the relevant counterparty under a Relevant Document in accordance with Clause 5 (*When Security becomes enforceable*).
- (b) The Security Agent may upon the giving of notice under paragraph (a) above, exercise all rights and powers in respect of that Relevant Document in accordance with the terms of this Deed without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the relevant Chargor.

4.2 Performance of Obligations

Neither the Security Agent nor any of the other Secured Parties will, by reason of this Deed or anything arising out of this Deed or anything done under or in connection with it, be under any obligation in relation to the Relevant Document or have any obligation or liability whatsoever to any person (including any Chargor, any counterparty to a Relevant Document and any other Secured Party) to:

- (a) perform any of the obligations assumed by any Chargor under or in respect of the Finance Documents; or
- (b) enforce payment or performance of any obligations of any counterparty or any person under any Relevant Document.

4.3 Notice of Assignment: Relevant Document

Each Chargor must (except to the extent a notice is given and acknowledged under the STID):

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Relevant Document as soon as reasonably practicable and in any event within 10 Business Days of the date on which Security is granted over a Relevant Document; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Hedge Counterparty*), provided that if the relevant Chargor has used reasonable endeavours to do so for a period of 20 Business Days following the date of service of that notice, its obligation under this paragraph (b) shall be discharged.

5. When Security Becomes Enforceable

5.1 Declared Default

This Security Interest will become immediately enforceable if a Declared Default occurs.

5.2 Discretion

At any time after this Security Interest has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security Interest in any manner it sees fit or as instructed in accordance with the STID.

6. Enforcement of Security Interest

6.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

6.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset, be liable:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

6.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by law (including by the LPA) on mortgagees and receivers duly appointed under any law (including the LPA), except that section 103 of the LPA does not apply.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

6.5 Redemption of prior Security Interest

At any time after this Security Interest has become enforceable, the Security Agent may:

- (a) redeem any prior Security Interest against any Security Asset;
- (b) procure the transfer of that Security Interest to itself; and/or

- (c) settle and pass the accounts of the prior chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

6.6 Contingencies

If this Security Interest is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

6.7 Financial collateral

- (a) To the extent that the Security Assets constitute “*financial collateral*” and this Deed and the obligations of each Chargor under this Deed constitute a “*security financial collateral arrangement*” (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**Regulations**”)), the Security Agent will have the right after this Security Interest has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated the value of such financial collateral so appropriated shall be the amount reasonably determined by the Security Agent to be the market value of such financial collateral, at the time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purpose of the Regulations.

7. Receiver

7.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security Interest has become enforceable; or
 - (ii) the relevant Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an “*administrative receiver*” (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

7.3 Remuneration

The Security Agent may fix the remuneration, acting reasonably, of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA will not apply.

7.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

7.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security Interest becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8. Powers of Receiver

8.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 8 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

8.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

8.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

8.4 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

8.5 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

8.6 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

8.7 Delegation

A Receiver may delegate its powers in accordance with this Deed.

8.8 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law; and
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset.

9. Application of Proceeds

- (a) All amounts from time to time received or recovered by the Security Agent or any Receiver (or their respective Delegates and sub-delegates) pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent or by such Receiver (or their respective Delegates and sub-delegates) and applied in accordance with the STID.
- (b) This Clause 9:
 - (i) is subject to the payment of any claims having priority over this Security Interest; and
 - (ii) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

10. Delegation

10.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed in which case such person shall be entitled to all the rights and protection of a Security Agent or Receiver as if it were a party to this Deed.

10.2 Terms

Any such 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.

10.3 Liability

Neither the Security Agent nor any Receiver or any Delegate shall be bound to supervise, or be in any way liable or responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such Delegate or sub-delegate.

11. Further Assurances

- (a) Subject to the Agreed Security Principles, 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 perfect the Security Interest 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 Interest 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 or the Secured Parties provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security Interest over any property and assets of each Chargor located in any jurisdiction equivalent or similar to the Security Interest 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) Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings, recordings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

12. Power of Attorney

12.1 Power of Attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full

power and authority of such Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to:

- (a) following the occurrence of a Declared Default; or
- (b) if any Chargor has failed to comply with a further assurance or perfection obligation under or pursuant to this Deed within 10 Business Days of being notified of that failure and being requested to comply,

do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.

12.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

13. Preservation of Security Interest

13.1 Continuing Security

This Security Interest is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

13.2 Additional Security Interest

- (a) The Security Assets are in addition to and are not in any way prejudiced by any other guarantees or Security Interest now or subsequently held by any Secured Party.
- (b) No other Security Interest held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Deed or right of set-off contained herein.

13.3 Security held by the Chargor

Each Chargor may not, without the prior consent of the Security Agent, hold any Security Interest from any other Debtor in respect of the Chargors' liability under this Deed. Each Chargor shall hold any Security held by it in breach of this provision on trust for the Security Agent.

14. Assignments and Transfers

14.1 The Chargors' Rights

None of the rights and benefits of each Chargor under this Deed shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

14.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Deed without the consent of each Chargor in accordance with the terms of the Finance Documents.

15. Miscellaneous

15.1 Each Secured Party must perform its obligations under the Finance Documents (including any obligation to make available further advances).

15.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargors.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

15.3 Covenants

Any covenant of each Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party.

15.4 Security Assets

The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) does not affect the validity or enforceability of the Security Interest created by this Deed.

16. Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the Security Interest intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security Interest.

17. Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

18. Governing Law

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

19. Enforcement

Clauses [24.1] (*Jurisdiction of English Courts*) and [24.2] (*Service of process*) of the Common Terms Agreement shall apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed and as if reference in that clause to “the Parent”, “a Restricted Group Provider”, “an Obligor” or “the Company” were a reference to the Chargors, and as if a reference to “any Finance Document” in that clause were a reference to this Deed.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1 Obligors

No.	Name	Jurisdiction of Incorporation	Company number
1.	Ergéa Group S.à.r.l.	Grand Duchy of Luxembourg	Registre de Commerce et des Sociétés, Luxembourg, B256971
2.	Ergéa Group Italia S.p.A.	Italy	Companies' Register of Milan-Monza-Brianza-Lodi, 11396900968
3.	Medipass S.p.A.	Italy	Companies' Register of Milan-Monza-Brianza-Lodi, 11406440963
4.	Ecomedica S.p.A.	Italy	Companies' Register of Florence, 03885540488 – REA FI – 398521
5.	Inframedica GmbH	Germany	Local court (Amtsgericht) of Düsseldorf, HRB 94895
6.	RadioOnkologieNetzwerk GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205400
7.	RadioOnkologieNetzwerk MidCo GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205404
8.	RadioOnkologieNetzwerk AcquiCo GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205401
9.	Einbecker BürgerSpital GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 130576
10.	Einbecker BürgerSpital Service GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 204358
11.	MVZ RON Nordwürttemberg Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 738021
12.	MVZ RON Neckar-Tauber Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Stuttgart, HRB 768137
13.	MVZ RON Baden-Baden Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Mannheim, HRB 732783
14.	MVZ RON Niedersachsen Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Osnabrück, HRB 213301
15.	MVZ RON Süddeutschland Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Frankfurt am Main, HRB 85953
16.	MVZ RON Nordrhein Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Duisburg, HRB 32155

No.	Name	Jurisdiction of Incorporation	Company number
17.	MVZ RON Bayern Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 742881
18.	MVZ RON Pasing Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 745944
19.	Rhenus RONK GmbH	Germany	Local court (Amtsgericht) of Freiburg i. Br., HRB 707366
20.	MVZ RON Mitteldeutschland Strahlentherapie GmbH (formerly MVZ RON Berlin Strahlentherapie GmbH)	Germany	Local court (Amtsgericht) of Ulm, HRB 744566
21.	RON Immobilien GmbH & Co. KG	Germany	Local court (Amtsgericht) of Ulm, HRA 726130
22.	Curadius Verwaltungsgesellschaft mbH	Germany	Local court (Amtsgericht) of Ulm, HRB 736167
23.	RON Immobilien Verwaltungs-GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 737227
24.	Ergea Group UK Limited	England & Wales	14069190
25.	Ergea UK and Ireland Holdings Limited	England & Wales	09069539
26.	Ergea Global Supply UK Limited	England & Wales	11850666
27.	Ergea UK and Ireland Limited	England & Wales	04328629
28.	Ergea (Managed Healthcare) Limited	England & Wales	08434453
29.	Ergea Holdings (MES) Limited	England & Wales	05683091
30.	Ergea (Whittington) Limited	England & Wales	05098031
31.	Ergea (Leicester 2) Limited	England & Wales	05806340
32.	Ergea Healthcare Limited	England & Wales	07463229
33.	Ergea Healthcare Leeds and Belfast Limited	England & Wales	08266811
34.	Ergea Leeds Limited	England & Wales	04901453

Schedule 2 Security Assets

[Intentionally left blank]

Schedule 3 Forms of Letter for Hedge Counterparty

Part 1

Notice to Hedge Counterparty

To: *[Hedge Counterparty]*

Copy: *[Security Agent]* (as Security Agent as defined below)

[Date]

**Hedging Assignment Agreement dated [●] 2023 between [●]
and [●] (the “Security Agreement”)**

1. This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to *[Security Agent]* (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Agent**”) all our rights under the hedging agreement dated [●] between you and us, and any confirmation, schedule or other agreement entered into or to be entered into thereunder (the “**Hedging Agreement**”).
2. Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at *[address]* with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part 2

Acknowledgement of Hedge Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Hedging Assignment Agreement dated [●] 2023 between [●] and [●] (the “Security Agreement”)

1. We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of an assignment upon the terms of the Security Agreement of all the Chargor’s rights under the Hedging Agreement (as defined in the Notice).
2. We confirm that we have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreement.

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

Schedule 4 Form of Security Accession Deed

This Security Accession Deed is made on [●]

Between:

- (1) **ERGÉA GROUP S.À.R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B256971 (the “**Original Chargor**”);
- (2) [●], a company incorporated in [●] with registered number [●] (the “**New Chargor**”); and
- (3) [●], as security trustee and security agent for the Secured Creditors (the “**Security Agent**”).

RECITAL:

This deed (the “**Deed**”) is supplemental to a hedging assignment agreement dated [●] between, amongst others, the Original Chargor and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Hedging Assignment Agreement**”), save for any amendments set out herein.

Now This Deed Witnesses as follows:

1. Interpretation

(a) Definitions

Terms defined in the Hedging Assignment Agreement shall have the same meaning when used in this Deed.

(b) Construction

Clauses 1.2 (*Construction*) to 1.4 (*Third party rights*) of the Hedging Assignment Agreement will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this Deed.

2. Accession of New Chargor

(a) Accession

The New Chargor agrees to be a Chargor for the purposes of the Hedging Assignment Agreement with immediate effect and agrees to be bound by all of the terms of the Hedging Assignment Agreement as if it had originally been a party to it as a Chargor.

(b) Covenant to Pay

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

(c) Specific Security

If not effectively assigned by Clause (d) (*Security Assignment*), the New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges by way of first fixed charge in favour of the Security Agent (for the benefit of itself and the other Secured Parties)

with full title guarantee all its rights, title, claims against third parties, and interest in (and proceeds and claims under) the Relevant Documents to which it is a party.

(d) Security Assignment

As further continuing security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Relevant Documents to which it is a party (without prejudice to and after giving effect to any payment netting or set-off provisions contained in the Relevant Documents).

3. Construction of Deed

- (a) The Hedging Assignment Agreement shall remain in full force and effect as supplemented by this Deed.
- (b) The Hedging Assignment Agreement and this Deed shall be read together as one instrument on the basis that references in the Hedging Assignment Agreement to “this Deed” and other similar expressions will be deemed to be references to the Hedging Assignment Agreement as supplemented by this Deed.

4. Designation as a Finance Document

This Deed is designated as a Finance Document and a Security Document.

5. Failure to Execute

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

6. Governing Law and Jurisdiction

- (a) This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity) (a “**Dispute**”). 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.

IN WITNESS whereof this document has been duly executed as a deed and is delivered on the date first above written.

* * *

If you agree with the foregoing, please reproduce the contents of our proposal in a separate letter and send us a copy of such letter executed by duly authorised representatives as irrevocable and unconditional acceptance of our Proposal towards us and any other party to the Hedging Assignment Agreement.

Very truly yours,

[Signature pages follow]

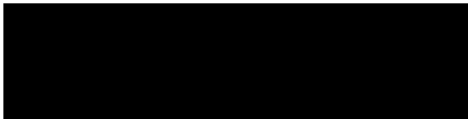
THE SECURITY AGENT

SIGNED for and on behalf of
INTESA SANPAOLO S.P.A.



Name: FEDERICO FRATTO

Title: AUTHORIZED SIGNATORY



Name: DANILLO DENIGLE

Title: AUTHORIZED SIGNATORY

To:

INTESA SANPAOLO S.P.A.

Largo Mattioli 3
Milano (MI) 20121
Italy

From:

ERGÉA UK AND IRELAND HOLDINGS LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

Copy to:

ERGÉA GROUP S.À.R.L.

8, rue Lou Hemmer
L-1748 Senningerberg
Grand Duchy of Luxembourg

ERGÉA GROUP ITALIA S.P.A.

Via Alessandro Manzoni, no. 38
20121 Milan (MI)
Italy

MEDIPASS S.P.A.

Via Ilio Barontini no. 20
40138 Bologna (BO)
Italy

ECOMEDICA S.P.A.

Via Cherubini no. 2/4
50053 Empoli (FI)
Italy

INFRAMEDICA GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZ-WERK GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK MIDCO GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK ACQUICO GMBH

Ulmer Straße 68
73431 Aalen
Germany

EINBECKER BÜRGERSPITAL GMBH

Andershäuser Straße 8
37574 Einbeck
Germany

EINBECKER BÜRGERSPITAL SERVICE GMBH

Andershäuser Straße 8
37574 Einbeck
Germany

RON IMMOBILIEN VERWALTUNGS-GMBH

Platanenweg 24/2
73430 Aalen
Germany

RON IMMOBILIEN GMBH & CO. KG

Platanenweg 24/2
73430 Aalen
Germany

RON IMMOBILIEN VERWALTUNGS-GMBH

Platanenweg 24/2
73430 Aalen
Germany

CURADIUS VERWALTUNGSGESELLSCHAFT MBH

Platanenweg 24/2
73430 Aalen
Germany

MVZ RON NORDWÜRTTEMBERG STRAHLENTHERAPIE GMBH

Im Kälblesrain 1
73430 Aalen
Germany

MVZ RON NIEDERSACHSEN STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON NORDRHEIN STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

RHENUS RONK GMBH

Röntgenstraße 10
79539 Lörrach
Germany

MVZ RON NECKAR-TAUBER STRAHLENTHERAPIE GMBH

Am Mühlrain 2
74172 Neckarsulm
Germany

MVZ RON MITTELDEUTSCHLAND STRAHLENTHERAPIE GMBH (FORMERLY MVZ RON BERLIN STRAHLENTHERAPIE GMBH)

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BAYERN STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BADEN – BADEN STRAHLENTHERAPIE GMBH

Balger Straße 50
76532 Baden-Baden
Germany

MVZ RON SÜDDEUTSCHLAND STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON PASING STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

ERGÉA GROUP UK LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA GLOBAL SUPPLY UK LTD

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA UK AND IRELAND LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (MANAGED HEALTHCARE) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HOLDINGS (MES) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (WHITTINGTON) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (LEICESTER 2) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HEALTHCARE LEEDS AND BELFAST LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA LEEDS LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA HEALTHCARE LIMITED

67 Upper Berkeley Street, First Floor,
London, W1H 7QX
United Kingdom

9 May 2023

PRIVATE & CONFIDENTIAL

Dear Sirs, Madams,

We refer to your letter dated on the date hereof setting out your proposal in respect of the Hedging Assignment Agreement (the “**Proposal**”), the contents of which we reproduce in full below in sign of acceptance.

* * *

[Remainder of the page intentionally left blank]

“To:

ERGÉA GROUP S.À.R.L.

8, rue Lou Hemmer
L-1748 Senningerberg
Grand Duchy of Luxembourg

ERGÉA GROUP ITALIA S.P.A.

Via Alessandro Manzoni, no. 38
20121 Milan (MI)
Italy

MEDIPASS S.P.A.

Via Ilio Barontini no. 20
40138 Bologna (BO)
Italy

ECOMEDICA S.P.A.

Via Cherubini no. 2/4
50053 Empoli (FI)
Italy

INFRAMEDICA GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZ-WERK GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK MIDCO GMBH

Ulmer Straße 68
73431 Aalen
Germany

RADIOONKOLOGIENETZWERK ACQUICO GMBH

Ulmer Straße 68
73431 Aalen
Germany

EINBECKER BÜRGERSPITAL GMBH

Andershäuser Straße 8
37574 Einbeck
Germany

EINBECKER BÜRGERSPITAL SERVICE GMBH

Andershäuser StraBe 8
37574 Einbeck
Germany

RON IMMOBILIEN GMBH & CO. KG

Platanenweg 24/2
73430 Aalen
Germany

RON IMMOBILIEN VERWALTUNGS-GMBH

Platanenweg 24/2
73430 Aalen
Germany

CURADIUS VERWALTUNGSGESELLSCHAFT MBH

Platanenweg 24/2
73430 Aalen
Germany

MVZ RON NORDWÜRTTEMBERG STRAHLENTHERAPIE GMBH

Im Kälblesrain 1
73430 Aalen
Germany

MVZ RON NIEDERSACHSEN STRAHLENTHERAPIE GMBH

Ulmer StraBe 68
73431 Aalen
Germany

MVZ RON NORDRHEIN STRAHLENTHERAPIE GMBH

Ulmer StraBe 68
73431 Aalen
Germany

RHENUS RONK GMBH

RöntgenstraBe 10
79539 Lörrach
Germany

MVZ RON NECKAR-TAUBER STRAHLENTHERAPIE GMBH

Am Mühlrain 2

74172 Neckarsulm
Germany

MVZ RON MITTELDEUTSCHLAND STRAHLENTHERAPIE GMBH (FORMERLY MVZ RON BERLIN STRAHLENTHERAPIE GMBH)

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BAYERN STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON BADEN – BADEN STRAHLENTHERAPIE GMBH

Balger Straße 50
76532 Baden-Baden
Germany

MVZ RON SÜDDEUTSCHLAND STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

MVZ RON PASING STRAHLENTHERAPIE GMBH

Ulmer Straße 68
73431 Aalen
Germany

ERGÉA GROUP UK LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA UK AND IRELAND HOLDINGS LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA GLOBAL SUPPLY UK LTD

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA UK AND IRELAND LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (MANAGED HEALTHCARE) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HOLDINGS (MES) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (WHITTINGTON) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA (LEICESTER 2) LIMITED

Unit 4 Ely Road, Theale
Reading, England, RG7 4BQ
United Kingdom

ERGÉA HEALTHCARE LEEDS AND BELFAST LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA LEEDS LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

ERGÉA HEALTHCARE LIMITED

67 Upper Berkeley Street, First Floor
London, W1H 7QX
United Kingdom

From:

INTESA SANPAOLO S.P.A.

Largo Mattioli 3

Milano (MI) 20121

Italy

9 May 2023

PRIVATE & CONFIDENTIAL

Dear Sirs, Madams,

We refer to our recent discussions and set out below the terms of our proposal in respect of the Hedging Assignment Agreement (the ‘**Proposal**’).

* * *

To be executed by way of exchange of correspondence or in front of a notary outside of Italy

WHITE & CASE

Dated _____ 9 May _____ 2023

Hedging Assignment Agreement

relating to Project Cura

between

Certain Entities listed in Schedule 1

as the Original Chargor

and

INTESA SANPAOLO S.P.A.

as the Security Agent

White & Case LLP
5 Old Broad Street
London EC2N 1DW
United Kingdom

Table of Contents

	Page
1. Definitions and Interpretation	1
2. Creation of Security	4
3. Restrictions on Dealings	5
4. Relevant Documents	5
5. When Security Becomes Enforceable	6
6. Enforcement of Security Interest	6
7. Receiver	7
8. Powers of Receiver	8
9. Application of Proceeds	9
10. Delegation	10
11. Further Assurances	10
12. Power of Attorney	10
13. Preservation of Security Interest	11
14. Assignments and Transfers	11
15. Miscellaneous	12
16. Partial Invalidity	12
17. Counterparts	12
18. Governing Law	12
19. Enforcement	12
Schedule 1 Obligors	14
Schedule 2 Security Assets	16
Schedule 3 Forms of Letter for Hedge Counterparty	17
Schedule 4 Form of Security Accession Deed	19

This Deed (the “Deed”) is dated 9 May 2023 and is made

Between:

- (1) **CERTAIN ENTITIES** listed in Schedule 1 (*Obligors*) of this Deed (the “**Original Chargors**”); and
- (2) **INTESA SANPAOLO S.P.A.**, a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Piazza San Carlo No. 156, Turin, Italy, and having secondary registered office at Via Monte di Pietà No. 8, Milan, Italy, share capital of Euro 10,368,870,930.08, registered with the Companies Register of Turin under No. 00799960158 and tax code No. 00799960158, included in the Italian National Register of Banks No. 5361 ABI Code 3069.2, member of the Italian National Interbank Deposit Guarantee Fund and of the Italian National Guarantee Fund and parent company of the banking group “Intesa Sanpaolo” included in the Italian National Register of Banking Groups, as security agent, security trustee and *mandatario con rappresentanza* for the Secured Creditors, as security trustee and security agent for the Secured Creditors (the “**Security Agent**”).

Background:

- (A) Each Chargor enters into this Deed in connection with the STID.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

“**Chargor**” means each Original Chargor and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed.

“**Comfort Documents**” means, collectively, the following documents (or the corresponding (or having a similar effect) documents that may be issued by the competent authority of the jurisdiction in which a Relevant Payor incorporated outside Italy but subject to any similar claw-back or ineffectiveness periods, have its registered offices), each dated not earlier than 5 (five) Business Days prior to the date of the discharge of the Security Interest created under this Deed:

- (a) a certificate of registration (*certificato di vigenza*) of the Relevant Payor issued by the competent companies’ register (*Registro delle Imprese*), confirming that no insolvency proceedings (*procedura concorsuale*) are pending or initiated against the Relevant Payor; and
- (b) a declaration from the chairman of the board of directors (*presidente del consiglio di amministrazione*) or the sole director or the chairman of the management board (*consiglio di gestione*), as the case may be, of each Relevant Payor, stating that, to the best of his/her knowledge on the basis of a *bona fide* evaluation:
 - (i) the Relevant Payor is not insolvent at the time such declaration is given;
 - (ii) he/she is not aware of any event or circumstance from which, based on the circumstances existing at that time, it would be possible to reasonably infer in

good faith that the Relevant Payor will become insolvent as a result of repayment of the Secured Obligations;

- (iii) no writ of attachment has been enforced against such Relevant Payor at the time such declaration is given; and
- (iv) the Relevant Payor has not been subject to any legal proceedings for non-payment of checks, promissory notes or drafts (*protesti*) in the course of the 12 (twelve) months preceding the date on which such declaration is given;

“**Delegate**” means any delegate, agent, attorney, co-trustee or co-security agent appointed by the Security Agent.

“**Effective Time**” has the meaning given to it in the Global Deed of Release.

“**Global Deed of Release**” means the deed of release dated 9 May 2023 and made between, among others, Ergea Group UK Limited (formerly known as Inframedica UK Holdings Limited) as the company and National Westminster Bank Plc as the security agent.

“**Master Definitions Agreement**” means the master definitions agreement dated 30 April 2023 between, amongst others, the Ergéa Group S.à.r.l. as the company, Ergéa S.à.r.l. as the parent and the Security Agent.

“**Party**” means a party to this Deed.

“**Relevant Document**” means each present and future Hedging Agreement.

“**Relevant Payor**” means any Obligor or any other person, irrespective of its country of incorporation, that has made any payment made to discharge any Secured Obligations which, at the time of the delivery of the Comfort Documents, would be capable of being clawed back or declared ineffective under any insolvency law applicable to such Relevant Payor if the latter was at any time made subject to any insolvency proceedings.

“**Security Accession Deed**” means a deed executed by an Obligor substantially in the form set out in Schedule 3 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

“**Security Asset**” means all the assets, rights, title, interests and benefits of the Chargors which is, or is expressed to be, subject to any Security Interest created by this Deed.

“**Secured Parties**” has the meaning given to the term “Secured Creditor” in the Master Definitions Agreement.

“**Security Period**” means the period beginning on the date of this Deed and ending on the Final Discharge Date, provided that Secured Obligations which was discharged by a Relevant Payor shall be considered definitively and irrevocably discharged following payment in full of the Secured Obligations upon the occurrence of the earlier of the following circumstances:

- (a) any claw-back period (*periodo di revocatoria*) provided for under Article 166 or ineffectiveness period (*periodo di inefficacia*) provided for under Article 164 of the Italian Crisis and Insolvency Code (or any equivalent provisions set out under the Italian Bankruptcy Law or under the different bankruptcy rules, if any, which are applicable to the relevant Relevant Payor from time to time) have elapsed; or
- (b) the Comfort Documents have been delivered to the Security Agent;

provided that no Material Event of Default was outstanding at the time the last payment of a Secured Obligation was made.

However, if a Relevant Payor is made subject to any insolvency proceedings, irrespective of the law applicable to such insolvency proceedings, during the Effective Period such period shall be automatically extended until no claw-back action (*azione revocatoria*) of any payment or declaration of ineffectiveness (*dichiarazione di inefficacia*) can be exercised in relation to any payment made in satisfaction of the Secured Obligations.

1.2 Construction

- (a) Capitalised terms defined in the Master Definitions Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) The provisions of clause 1.2 (*Construction and Interpretation*) of the STID shall apply to this Deed as though they were set out in full in this Deed except that references to the STID will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a Finance Document, a Relevant Document or any other agreement or instrument is a reference to that Finance Document, Relevant Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
 - (ii) any “**rights**” in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case, in respect of or derived from that asset;
 - (iii) a “**Security Asset**” includes:
 - (A) any part of that Security Asset;
 - (B) the proceeds of that Security Asset; and
 - (C) the proceeds of sale of that Security Asset; and
 - (iv) the term “**this Security Interest**” means any Security Interest created by this Deed.
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset and any proceeds of any disposal of that Security Asset.

1.3 STID

- (a) This Deed is entered into subject to, and with the benefit of, the terms of the STID.
- (b) Notwithstanding anything to the contrary in this Deed, the terms of the STID will prevail if there is any conflict or inconsistency between the terms of this Deed and the terms of the STID.

- (c) The fact that a provision of this Deed is expressed to be subject to the terms of the STID does not mean, and will not be taken to mean, that any other provision of this Deed is not so subject.

1.4 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

1.5 Effectiveness

Each provision of this Deed other than Clause 1 (*Definitions and Interpretation*), Clause 16 (*Partial Invalidity*) to Clause 18 (*Governing Law*) will take effect on and from the Effective Time.

2. Creation of Security

2.1 Covenant to Pay

The Chargors shall, as primary obligor and not only as a surety, on demand, pay or discharge the Secured Obligations when they fall due in the manner provided for in the Finance Documents.

2.2 General

- (a) All the Security Interest created under this Deed is:
 - (i) created in favour of the Security Agent;
 - (ii) created over present and future Security Assets; and
 - (iii) security for the payment of all the Secured Obligations.
- (b) The Security Agent holds the benefit of this Deed and this Security Interest on trust for the Secured Parties on the terms of the Finance Documents.

2.3 Relevant Documents

- (a) Each Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, assigns absolutely, subject to a proviso for re-assignment on redemption and without prejudice to and after giving effect to any netting or set-off provisions contained in the Relevant Documents, in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all of its present and future rights, title and interest in and to each Relevant Document to which it is a party.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge in favour of the Security Agent (for the benefit of itself and the other Secured Parties) all of its present and future rights, title and interest in and to each Relevant Document to which it is a party (without

prejudice to and after giving effect to any netting or set-off provisions contained in the Relevant Documents).

3. Restrictions on Dealings

Except as permitted by the Finance Documents or with the prior consent of the Security Agent, the Chargors must not create or permit to subsist any Security on any Security Asset.

4. Relevant Documents

4.1 Exercise of Rights

- (a) Subject to the terms of this Deed, the Security Agent (on behalf of each Secured Party) agrees that each Chargor will continue to be entitled to receive payments and exercise all of the rights, powers, discretions and remedies which would (but for this Deed) be vested in each Chargor under and in respect of the Relevant Documents, unless and except to the extent that following the occurrence of a Declared Default that is continuing, the Security Agent requires otherwise by notice to the relevant Chargor and the relevant counterparty under a Relevant Document in accordance with Clause 5 (*When Security becomes enforceable*).
- (b) The Security Agent may upon the giving of notice under paragraph (a) above, exercise all rights and powers in respect of that Relevant Document in accordance with the terms of this Deed without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the relevant Chargor.

4.2 Performance of Obligations

Neither the Security Agent nor any of the other Secured Parties will, by reason of this Deed or anything arising out of this Deed or anything done under or in connection with it, be under any obligation in relation to the Relevant Document or have any obligation or liability whatsoever to any person (including any Chargor, any counterparty to a Relevant Document and any other Secured Party) to:

- (a) perform any of the obligations assumed by any Chargor under or in respect of the Finance Documents; or
- (b) enforce payment or performance of any obligations of any counterparty or any person under any Relevant Document.

4.3 Notice of Assignment: Relevant Document

Each Chargor must (except to the extent a notice is given and acknowledged under the STID):

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Forms of Letter for Hedge Counterparty*), on each counterparty to a Relevant Document as soon as reasonably practicable and in any event within 10 Business Days of the date on which Security is granted over a Relevant Document; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Hedge Counterparty*), provided that if the relevant Chargor has used reasonable endeavours to do so for a period of 20 Business Days following the date of service of that notice, its obligation under this paragraph (b) shall be discharged.

5. When Security Becomes Enforceable

5.1 Declared Default

This Security Interest will become immediately enforceable if a Declared Default occurs.

5.2 Discretion

At any time after this Security Interest has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security Interest in any manner it sees fit or as instructed in accordance with the STID.

6. Enforcement of Security Interest

6.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

6.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset, be liable:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

6.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by law (including by the LPA) on mortgagees and receivers duly appointed under any law (including the LPA), except that section 103 of the LPA does not apply.

6.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

6.5 Redemption of prior Security Interest

At any time after this Security Interest has become enforceable, the Security Agent may:

- (a) redeem any prior Security Interest against any Security Asset;
- (b) procure the transfer of that Security Interest to itself; and/or

- (c) settle and pass the accounts of the prior chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

6.6 Contingencies

If this Security Interest is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

6.7 Financial collateral

- (a) To the extent that the Security Assets constitute “*financial collateral*” and this Deed and the obligations of each Chargor under this Deed constitute a “*security financial collateral arrangement*” (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**Regulations**”)), the Security Agent will have the right after this Security Interest has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated the value of such financial collateral so appropriated shall be the amount reasonably determined by the Security Agent to be the market value of such financial collateral, at the time the right of appropriation is exercised. The parties further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purpose of the Regulations.

7. Receiver

7.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security Interest has become enforceable; or
 - (ii) the relevant Chargor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an “*administrative receiver*” (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

7.3 Remuneration

The Security Agent may fix the remuneration, acting reasonably, of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA will not apply.

7.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargors for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. Each Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to any Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

7.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security Interest becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8. Powers of Receiver

8.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 8 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

8.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

8.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

8.4 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

8.5 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

8.6 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

8.7 Delegation

A Receiver may delegate its powers in accordance with this Deed.

8.8 Other powers

A Receiver may:

- (a) do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law; and
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset.

9. Application of Proceeds

- (a) All amounts from time to time received or recovered by the Security Agent or any Receiver (or their respective Delegates and sub-delegates) pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent or by such Receiver (or their respective Delegates and sub-delegates) and applied in accordance with the STID.
- (b) This Clause 9:
 - (i) is subject to the payment of any claims having priority over this Security Interest; and
 - (ii) does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

10. Delegation

10.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed in which case such person shall be entitled to all the rights and protection of a Security Agent or Receiver as if it were a party to this Deed.

10.2 Terms

Any such 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.

10.3 Liability

Neither the Security Agent nor any Receiver or any Delegate shall be bound to supervise, or be in any way liable or responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such Delegate or sub-delegate.

11. Further Assurances

- (a) Subject to the Agreed Security Principles, 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 perfect the Security Interest 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 Interest 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 or the Secured Parties provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security Interest over any property and assets of each Chargor located in any jurisdiction equivalent or similar to the Security Interest 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) Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings, recordings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

12. Power of Attorney

12.1 Power of Attorney

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full

power and authority of such Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to:

- (a) following the occurrence of a Declared Default; or
- (b) if any Chargor has failed to comply with a further assurance or perfection obligation under or pursuant to this Deed within 10 Business Days of being notified of that failure and being requested to comply,

do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of each Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.

12.2 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the attorney's powers.

13. Preservation of Security Interest

13.1 Continuing Security

This Security Interest is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

13.2 Additional Security Interest

- (a) The Security Assets are in addition to and are not in any way prejudiced by any other guarantees or Security Interest now or subsequently held by any Secured Party.
- (b) No other Security Interest held by any Secured Party (in its capacity as such or otherwise) or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Deed or right of set-off contained herein.

13.3 Security held by the Chargor

Each Chargor may not, without the prior consent of the Security Agent, hold any Security Interest from any other Debtor in respect of the Chargors' liability under this Deed. Each Chargor shall hold any Security held by it in breach of this provision on trust for the Security Agent.

14. Assignments and Transfers

14.1 The Chargors' Rights

None of the rights and benefits of each Chargor under this Deed shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

14.2 The Security Agent's Rights

The Security Agent may assign or transfer all or any of its rights and benefits under this Deed without the consent of each Chargor in accordance with the terms of the Finance Documents.

15. Miscellaneous

15.1 Each Secured Party must perform its obligations under the Finance Documents (including any obligation to make available further advances).

15.2 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargors.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations.

15.3 Covenants

Any covenant of each Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party.

15.4 Security Assets

The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) does not affect the validity or enforceability of the Security Interest created by this Deed.

16. Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the Security Interest intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security Interest.

17. Counterparts

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

18. Governing Law

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

19. Enforcement

Clauses [24.1] (*Jurisdiction of English Courts*) and [24.2] (*Service of process*) of the Common Terms Agreement shall apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed and as if reference in that clause to “the Parent”, “a Restricted Group Provider”, “an Obligor” or “the Company” were a reference to the Chargors, and as if a reference to “any Finance Document” in that clause were a reference to this Deed.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

Schedule 1 Obligors

No.	Name	Jurisdiction of Incorporation	Company number
1.	Ergéa Group S.à.r.l.	Grand Duchy of Luxembourg	Registre de Commerce et des Sociétés, Luxembourg, B256971
2.	Ergéa Group Italia S.p.A.	Italy	Companies' Register of Milan-Monza-Brianza-Lodi, 11396900968
3.	Medipass S.p.A.	Italy	Companies' Register of Milan-Monza-Brianza-Lodi, 11406440963
4.	Ecomedica S.p.A.	Italy	Companies' Register of Florence, 03885540488 – REA FI – 398521
5.	Inframedica GmbH	Germany	Local court (Amtsgericht) of Düsseldorf, HRB 94895
6.	RadioOnkologieNetzwerk GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205400
7.	RadioOnkologieNetzwerk MidCo GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205404
8.	RadioOnkologieNetzwerk AcquiCo GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 205401
9.	Einbecker BürgerSpital GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 130576
10.	Einbecker BürgerSpital Service GmbH	Germany	Local court (Amtsgericht) of Göttingen, HRB 204358
11.	MVZ RON Nordwürttemberg Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 738021
12.	MVZ RON Neckar-Tauber Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Stuttgart, HRB 768137
13.	MVZ RON Baden-Baden Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Mannheim, HRB 732783
14.	MVZ RON Niedersachsen Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Osnabrück, HRB 213301
15.	MVZ RON Süddeutschland Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Frankfurt am Main, HRB 85953
16.	MVZ RON Nordrhein Strahlentherapie GmbH	Germany	Local court (Amtsgericht) of Duisburg, HRB 32155

No.	Name	Jurisdiction of Incorporation	Company number
17.	MVZ RON Strahlentherapie GmbH Bayern	Germany	Local court (Amtsgericht) of Ulm, HRB 742881
18.	MVZ RON Strahlentherapie GmbH Pasing	Germany	Local court (Amtsgericht) of Ulm, HRB 745944
19.	Rhenus RONK GmbH	Germany	Local court (Amtsgericht) of Freiburg i. Br., HRB 707366
20.	MVZ RON Mitteldeutschland Strahlentherapie GmbH (formerly MVZ RON Berlin Strahlentherapie GmbH)	Germany	Local court (Amtsgericht) of Ulm, HRB 744566
21.	RON Immobilien GmbH & Co. KG	Germany	Local court (Amtsgericht) of Ulm, HRA 726130
22.	Curadius Verwaltungsgesellschaft mbH	Germany	Local court (Amtsgericht) of Ulm, HRB 736167
23.	RON Immobilien Verwaltungs-GmbH	Germany	Local court (Amtsgericht) of Ulm, HRB 737227
24.	Ergea Group UK Limited	England & Wales	14069190
25.	Ergea UK and Ireland Holdings Limited	England & Wales	09069539
26.	Ergea Global Supply UK Limited	England & Wales	11850666
27.	Ergea UK and Ireland Limited	England & Wales	04328629
28.	Ergea (Managed Healthcare) Limited	England & Wales	08434453
29.	Ergea Holdings (MES) Limited	England & Wales	05683091
30.	Ergea (Whittington) Limited	England & Wales	05098031
31.	Ergea (Leicester 2) Limited	England & Wales	05806340
32.	Ergea Healthcare Limited	England & Wales	07463229
33.	Ergea Healthcare Leeds and Belfast Limited	England & Wales	08266811
34.	Ergea Leeds Limited	England & Wales	04901453

Schedule 2 Security Assets

[Intentionally left blank]

Schedule 3 Forms of Letter for Hedge Counterparty

Part 1

Notice to Hedge Counterparty

To: *[Hedge Counterparty]*

Copy: *[Security Agent]* (as Security Agent as defined below)

[Date]

Hedging Assignment Agreement dated [●] 2023 between [●] and [●] (the “Security Agreement”)

1. This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to *[Security Agent]* (as trustee for the Secured Parties as referred to in the Security Agreement, the “**Security Agent**”) all our rights under the hedging agreement dated [●] between you and us, and any confirmation, schedule or other agreement entered into or to be entered into thereunder (the “**Hedging Agreement**”).
2. Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at *[address]* with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

Part 2

Acknowledgement of Hedge Counterparty

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

[Date]

Hedging Assignment Agreement dated [●] 2023 between [●] and [●] (the “Security Agreement”)

1. We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] (the “Notice”) of an assignment upon the terms of the Security Agreement of all the Chargor’s rights under the Hedging Agreement (as defined in the Notice).
2. We confirm that we have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreement.

Yours faithfully,

.....

(Authorised signatory)

[Hedge Counterparty]

Schedule 4 Form of Security Accession Deed

This Security Accession Deed is made on [●]

Between:

- (1) **ERGÉA GROUP S.À.R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 8, rue Lou Hemmer, L-1748 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B256971 (the “**Original Chargor**”);
- (2) [●], a company incorporated in [●] with registered number [●] (the “**New Chargor**”); and
- (3) [●], as security trustee and security agent for the Secured Creditors (the “**Security Agent**”).

RECITAL:

This deed (the “**Deed**”) is supplemental to a hedging assignment agreement dated [●] between, amongst others, the Original Chargor and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the “**Hedging Assignment Agreement**”), save for any amendments set out herein.

Now This Deed Witnesses as follows:

1. **Interpretation**

(a) **Definitions**

Terms defined in the Hedging Assignment Agreement shall have the same meaning when used in this Deed.

(b) **Construction**

Clauses 1.2 (*Construction*) to 1.4 (*Third party rights*) of the Hedging Assignment Agreement will be deemed to be set out in full in this Deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this Deed.

2. **Accession of New Chargor**

(a) **Accession**

The New Chargor agrees to be a Chargor for the purposes of the Hedging Assignment Agreement with immediate effect and agrees to be bound by all of the terms of the Hedging Assignment Agreement as if it had originally been a party to it as a Chargor.

(b) **Covenant to Pay**

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

(c) **Specific Security**

If not effectively assigned by Clause (d) (*Security Assignment*), the New Chargor, as continuing security for the payment and discharge of the Secured Obligations, charges by way of first fixed charge in favour of the Security Agent (for the benefit of itself and the other Secured Parties)

with full title guarantee all its rights, title, claims against third parties, and interest in (and proceeds and claims under) the Relevant Documents to which it is a party.

(d) Security Assignment

As further continuing security for the payment and discharge of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Relevant Documents to which it is a party (without prejudice to and after giving effect to any payment netting or set-off provisions contained in the Relevant Documents).

3. Construction of Deed

- (a) The Hedging Assignment Agreement shall remain in full force and effect as supplemented by this Deed.
- (b) The Hedging Assignment Agreement and this Deed shall be read together as one instrument on the basis that references in the Hedging Assignment Agreement to “this Deed” and other similar expressions will be deemed to be references to the Hedging Assignment Agreement as supplemented by this Deed.

4. Designation as a Finance Document

This Deed is designated as a Finance Document and a Security Document.

5. Failure to Execute

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

6. Governing Law and Jurisdiction

- (a) This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity) (a “**Dispute**”). 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.

IN WITNESS whereof this document has been duly executed as a deed and is delivered on the date first above written.

* * *

If you agree with the foregoing, please reproduce the contents of our proposal in a separate letter and send us a copy of such letter executed by duly authorised representatives as irrevocable and unconditional acceptance of our Proposal towards us and any other party to the Hedging Assignment Agreement.

Very truly yours,

[Signature pages follow]

THE SECURITY AGENT

SIGNED for and on behalf of
INTESA SANPAOLO S.P.A.

Name:

Title:

Name:

Title:

”

* * *

We hereby confirm our full, irrevocable and unconditional acceptance of the Proposal towards you and any other party to the Hedging Assignment Agreement.

Kind regards,

[Signature pages follow]

THE ORIGINAL CHARGORS

EXECUTED as a **DEED** by **ERGEA UK AND IRELAND HOLDINGS LIMITED**

acting by D. Rolfe, a director and

Fabio Morerio, a director

} [Redacted Signature]
Director
[Redacted Signature]
E6BF1B
Director