M

CHWP000

COMPANIES FORM No. 466(Scot)

Particulars of an instrument of alteration to a floating charge created by a company registered in Scotland

466

COMPANIES HOUSE
- 7 OCT 2022
EDINBURGH MAILBOX

Please do not write in this margin

Pursuant to section 410 and 466 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
(Address overleaf - Note 5)

For official use: 3

Company number: SC169321

Name of company

* insert full name of company

* Computercare 2000 Limited (the "Company")

Date of creation of the charge (note 1)

25 June 2021

Description of the instrument creating or evidencing the charge or of any ancillary document which has been altered (note 1)

Composite Guarantee and Debenture (Charge code: SC16 9321 0003)

Names of the persons entitled to the charge

LDC (Managers) Limited as Security Trustee

Short particulars of all the property charged

The whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company. For further details see attached Instrument of Alteration.

Presenter's name address and reference (if any):

For official use (02/06)
Charges Section

FRIDAY

SBE5OTYH
SCT 07/10/2022 #102
COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

See Paper Apart

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Date(s) of execution of the instrument of alteration

6 October 2022

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

N/A

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

See Paper Apart

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Signed DWF LLP Date 7/10/2022

On behalf of [~~company~~] [chargee]▯

Notes

1. A description of the instrument e.g. "Instrument of Charge" "Debenture" etc as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act.

▯ delete as appropriate

2. In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration.

3. A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. The address of the Registrar of Companies is: Companies Registration Office, 139 Fountainbridge, Edinburgh EH3 9FF DX 235 Edinburgh

COMPUTERCARE 2000 LIMITED

SC169321

Form 466

Paper Apart

Names and addresses of the persons who have executed the instrument of alteration

1. HSBC UK BANK PLC (company number 09928412), Securities Processing Centre, PO Box 6304, Coventry CV3 9JY (the "**Bank**")

2. HSBC INVOICE FINANCE (UK) LIMITED (company number 00759657), 21 Farncombe Road, Worthing, Sussex, BN11 2BW ("**HIF**")

3. PAM HEALTHCARE LIMITED (company number 13458429), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

4. PAM OCCUPATIONAL HEALTH SOLUTIONS LIMITED (company number 09295440), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

5. PEOPLE ASSET MANAGEMENT LTD (company number 05199107), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

6. PEOPLE ASSET MANAGEMENT GROUP LIMITED (company number 07474853), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

7. TO HEALTH LIMITED (company number 05107064), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

8. PAM WELLBEING LIMITED (company number 07475231), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

9. PAM HEALTH LIMITED (company number 02161998), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

10. COMPUTERCARE 2000 LIMITED (company number SC169321), The Wheatsheaf, Speirs Wharf, Glasgow, Scotland, G4 9TJ (the "**Company**")

11. PREMIER OCCUPATIONAL HEALTHCARE LIMITED (company number 03866894), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

12. SANKEY HEALTH LIMITED (company number 07475277), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

13. PEOPLE ASSET MANAGEMENT RECRUITMENT LIMITED (company number 07475269), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

14. PHYSIO SUPPLIES LIMITED (company number 09116932), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

15. 66FIT LIMITED (company number 11203107), Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

16. LDC (MANAGERS) LIMITED (company number: 02495714), One Vine Street, London, W1 J 0AH in its capacity as security trustee ("**LDC**")

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Save as may be otherwise agreed in writing from time to time by the Creditors, all receipts, recoveries and realisations pursuant to the enforcement of the Securities ("**Realisations**"), shall be applied in or towards discharge of the Debts in the following order:

1. in respect of Realisations of the Non-Vesting Debts:

    1.1 firstly in favour of HIF without limit;

    1.2 secondly in favour of the Bank without limit;

    1.3 thirdly in favour of LDC without limit; and

    1.4 thereafter in payment to the person or persons next entitled.

2. in respect of Realisations of all other assets of the Company other than the Non-Vesting Debts:

    2.1 firstly in favour of the Bank without limit;

    2.2 secondly in favour of HIF without limit;

    2.3 thirdly in favour of LDC without limit; and

    2.4 thereafter in payment to the person or persons next entitled.

In this Paper Apart, the following terms and expressions have the following meanings:

"Agreements for Purchase of Debts" means the Agreement for Purchase of Debts (PAM) and the Agreement for Purchase of Debts (PWL).

"Agreement for Purchase of Debts (PAM)" means the agreement dated 30 September 2016 and entered into between People Asset Management Ltd and HIF as amended pursuant to the amendment letter dated 16 April 2018.

"Agreement for Purchase of Debts (PWL)" means the agreement dated 30 September 2016 and entered into between PAM Wellbeing Limited and HIF as amended pursuant to the amendment letter dated 16 April 2018.

"Bank Debt" means the aggregated amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to the Bank whether presently or contingently and secured by the Bank Security Documents.

"Bank Security Documents" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Company to the Bank including but not limited to the security referred to in Part 1 of the Schedule of the Instrument of Alteration.

"Creditors" means collectively (and where the context requires, individually) the Bank, HIF and LDC and their respective successors in title and assigns.

"Debts" means collectively (and when the context requires, individually) the Bank Debt, the HIF Debt and the LDC Debt.

"HIF Debt" means the aggregated amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to HIF whether presently or contingently and secured by the HIF Security Documents.

"HIF Security Documents" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Company to HIF including but not limited to the security referred to in Part 2 of the Schedule of the Instrument of Alteration.

"LDC Debt" means the aggregated amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to LDC whether presently or contingently and secured by the LDC Security Documents.

"**LDC Security Documents**" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Company to LDC including but not limited to the security referred to in Part 3 of the Schedule of the Instrument of Alteration.

"Non-Vesting Debts" means all debts purchased or purported to be purchased by HIF pursuant to the Agreements for the Purchase of Debts which for any reason fail to vest in HIF.

"Securities" means together the Bank Security Documents, the HIF Security Documents and the LDC Security Documents and "**Security**" means any or all of them as the context permits.

FILE COPY

CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

COMPANY NO. 169321
CHARGE CODE SC16 9321 0003

I HEREBY CERTIFY THAT PARTICULARS OF AN INSTRUMENT OF ALTERATION DATED 6 OCTOBER 2022 WERE DELIVERED PURSUANT TO SECTION 466 OF THE COMPANIES ACT 1985 ON 7 OCTOBER 2022

THE INSTRUMENT RELATES TO A CHARGE CREATED ON 25 JUNE 2021

BY COMPUTERCARE 2000 LIMITED

IN FAVOUR OF
LDC (MANAGERS) LIMITED AS SECURITY TRUSTEE

GIVEN AT COMPANIES HOUSE, EDINBURGH 11 OCTOBER 2022

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that save for material redacted pursuant to s859G of the Companies Act 2006, this is a true and complete copy of the original instrument

Alan Glen

ALAN BOND GLEN, SOLICITOR

Execution version

DATED 6 October 2021

HSBC UK BANK PLC

and

HSBC INVOICE FINANCE (UK) LIMITED

and

EACH OF THE COMPANIES DESCRIBED IN PART 4 OF THE SCHEDULE

and

LDC (MANAGERS) LIMITED

DEED OF PRIORITY

Execution version

CONTENTS

Execution version

THIS DEED is dated 6 October 2021 2

BETWEEN

(1) **HSBC UK BANK PLC** (company number 09928412), whose address for service is: Securities *Processing Centre, PO Box 6304, Coventry CV3 9JY (the "**Bank**")*;

(2) **HSBC INVOICE FINANCE (UK) LIMITED** (company number 00759657), whose address for service is: 21 Farncombe Road, Worthing, Sussex, BN11 2BW ("**HIF**");

(3) **EACH OF THE COMPANIES** described in Part 4 of the Schedule to this Deed (each a "**Company**" and together, the "**Companies**"); and

(4) **LDC (MANAGERS) LIMITED** (company number: 02495714) whose registered office is at One Vine Street, London, W1J 0AH in its capacity as security trustee ("**LDC**").

BACKGROUND

(A) The Companies have entered into, or will enter into, the Bank Security Documents to secure the Bank Debt.

(B) The Companies have entered into, or will enter into, the HIF Security Documents to secure the HIF Debt.

(C) The Companies have entered into, or will enter into, the LDC Security Documents to secure the LDC Debt.

(D) The Creditors have agreed that the priority of the Bank Security Documents, the HIF Security Documents and the LDC Security Documents for the Bank Debt, the HIF Debt and the LDC Debt respectively shall be as set out in this Deed.

(E) The Companies have agreed to enter into this Deed to acknowledge its terms and to give certain covenants to the Creditors.

(F) HSBC Bank plc transferred part of its banking business, which included its rights, obligations and liabilities under the Bank Security Documents, to the Bank pursuant to a statutory ringfencing transfer scheme made available under Part VII of the Financial Services and Markets Act 2000 (Scheme). The Scheme became effective on 1 July 2018.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context requires otherwise, the following expressions shall have the following meanings:

"**Agreement for Purchase of Debts (PAM)**" means the agreement dated 30 September 2016 and entered into between People Asset Management Ltd and HIF as amended pursuant to the amendment letter dated 16 April 2018.

"**Agreement for Purchase of Debts (PWL)**" means the agreement dated 30 September 2016 and entered into between PAM Wellbeing Limited and HIF as amended pursuant to the amendment letter dated 16 April 2018.

"**Agreements for Purchase of Debts**" means the Agreement for Purchase of Debts *(PAM) and the Agreement for Purchase of Debts (PWL).*

"**Bank Debt**" means the aggregate amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to the Bank whether presently or contingently and secured by the Bank Security Documents.

"**Bank Security Documents**" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Companies to the Bank including but not limited to the security referred to in Part 1 of the Schedule.

"**Book Debts**" has the meaning given to the term "Debts" in the Agreements for Purchase of Debts.

"**Creditors**" means collectively (and where the context requires, individually) the Bank, HIF and LDC and their respective successors in title and assigns.

"**Debts**" means collectively (and when the context requires, individually) the Bank Debt, the HIF Debt and the LDC Debt.

"**HIF Debt**" means the aggregate amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to HIF whether presently or contingently and secured by the HIF Security Documents.

"**HIF Security Documents**" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Companies to HIF including but not limited to the security referred to in Part 2 of the Schedule.

"**Invoice Financing Chargors**" means People Asset Management Ltd and PAM Wellbeing Limited

"**LDC Debt**" means the aggregate amount of the principal interest charges and other moneys and liabilities from time to time remaining owing or incurred to LDC whether presently or contingently and secured by the LDC Security Documents.

"**LDC Security Documents**" means all present and future mortgages, charges (whether fixed or floating, legal or equitable), pledges, liens, assignments by way of security or other security interests securing any obligation of the Companies to LDC including but not limited to the security referred to in Part 3 of the Schedule.

"**Non-Vesting Debts**" means all debts purchased or purported to be purchased by HIF pursuant to the Agreements for the Purchase of Debts which for any reason fail to vest in HIF.

"**Securities**" means together the Bank Security Documents, the HIF Security Documents and the LDC Security Documents and "**Security**" means any or all of them as the context permits.

"**Special Account**" means an account in the name of any Company held with the Bank and designated as the special account pursuant to Clause 7.1

1.2 In this Deed, unless the context otherwise requires:

1.2.1 references to any of the parties shall be construed so as to include their respective successors and permitted assignees;

1.2.2 references to a "Clause" or to a "Schedule" are references to a Clause of or a Schedule of this Deed;

1.2.3 references to this Deed shall be to this Deed as amended, varied, supplemented or novated from time to time;

1.2.4 references to any statute, law, decree or regulations shall be treated as references to such statute, law, decree or regulations as re-enacted, amended, extended or replaced from time to time;

1.2.5 headings are inserted for ease of reference only and shall be ignored in the construction of this Deed; and

1.2.6 words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships and vice versa.

1.3 If there shall be any conflict or inconsistency between any provision of this Deed and any provision contained within a Security, the provisions of this Deed shall prevail.

2 CONSENTS AND WAIVER

2.1 Each of the Creditors confirms its consent to the creation of each of the other Creditors' Security.

2.2 Each Company confirms and warrants to each of the Creditors that it has not ceased to carry on business, that as far as it is aware no floating charge given by it has as at the date of this Deed crystallised and that it is not aware of any event having occurred or about to occur which could result directly in the crystallisation of any such floating charge.

2.3 The Bank and LDC (for the benefit of HIF) acknowledge the terms of the Agreements for Purchase of Debts and consent to each of the Invoice Financing Chargors entering or having entered into the Agreements for Purchase of Debts and agree that all Book Debts which are or shall be vested in HIF by virtue of the Agreements for Purchase of Debts shall be free from each of the Bank Security and the LDC Security and the Bank and LDC shall not make any claims adverse to HIF's interest in such Book Debts.

2.4 For the avoidance of doubt subject to Clause 2.3 above the Bank Security Documents and the LDC Security Documents shall remain in full force and effect and any fixed charge on book debts created by the Bank Security Documents and the LDC Security

Documents shall apply to all Non-Vesting Debts and Book Debts which may at any time be re-assigned by HIF to each of the Invoice Financing Chargors respectively and, subject to the provisions of Clause 2.3, any sums due or owing from HIF to each of the Invoice Financing Chargors respectively from time to time.

3 PRIORITIES

3.1 Save as may be otherwise agreed in writing from time to time by the Creditors, all receipts, recoveries and realisations pursuant to the enforcement of the Securities ("**Realisations**"), shall be applied in or towards discharge of the Debts in the following order:

3.1.1 in respect of Realisations of the Non-Vesting Debts:

3.1.1.1 firstly in favour of HIF without limit;

3.1.1.2 secondly in favour of the Bank without limit;

3.1.1.3 thirdly in favour of LDC without limit; and

3.1.1.4 thereafter in payment to the person or persons next entitled.

3.1.2 in respect of Realisations of all other assets of the Companies other than the Non-Vesting Debts:

3.1.2.1 firstly in favour of the Bank without limit;

3.1.2.2 secondly in favour of HIF without limit;

3.1.2.3 thirdly in favour of LDC without limit; and

3.1.2.4 thereafter in payment to the person or persons next entitled.

3.2 The amount of any receiver's or administrator's remuneration and all outgoings, costs, charges, expenses, liabilities and payments ranking by statute for payment in priority to the amount secured by the Securities shall be deducted from all receipts and recoveries under the relevant Security prior to their application towards the discharge or satisfaction of the amounts secured by the Securities.

4 CONTINUING SECURITY

4.1 Nothing in this Deed shall affect the status of the Securities as continuing security, nor shall the ranking of the Securities specified in Clause 3 be affected by any act, omission, transaction, limitation, matter, thing or circumstance whatsoever which but for this provision might operate to affect the relative priorities of the Securities, including, but not limited to:

4.1.1 the nature of the various Securities and the order of their execution or registration;

4.1.2 any provision contained in any of the Securities;

4.1.3 the respective date (or dates) on which any person received notice of the existence or creation of any of the Securities;

4.1.4 the respective date (or dates) on which monies may be, or have been, advanced or become owing or payable as LDC Debt or HIF Debt or Bank Debt or secured under the LDC Security Documents, the HIF Security Documents or the Bank Security Documents (as applicable);

4.1.5 any fluctuation from time to time in the amount of Debt secured by a Security and in particular, without limitation, any reduction to nil of the Debt so secured;

4.1.6 the existence at any time of a credit or nil balance on any current or other account of any Company;

4.1.7 the appointment of any liquidator, receiver, administrator or other similar officer either in respect of any Company or over all or any part of any Company's assets; or

4.1.8 any amendment or supplement to or variation of any document evidencing the Debt.

4.2 Notwithstanding the provisions of Clause 4.1 above, if all or any of the Creditors' respective Securities shall be released or are or become wholly or partly invalid or unenforceable or shall not extend to particular assets of any Company, such Creditor shall bear any loss resulting and shall not be entitled to share in monies derived from assets over which it has no effective security but the Creditors shall not themselves challenge the validity or enforceability of the Securities.

4.3 Nothing in this Deed shall affect or prejudice the respective rights and remedies of the Creditors under the Securities which shall continue in full force and effect in accordance with their respective terms subject only to the provisions of this Deed.

5 ENFORCEMENT OF SECURITY

5.1 LDC hereby irrevocably undertakes in favour of the Bank and HIF that it shall not appoint a receiver or an administrator or otherwise enforce its Security unless it has received the prior written consent of the Bank and HIF or it has given the Bank and HIF not less than 14 days prior written notice of its intention to do so and such notice has duly expired.

5.2 Subject to Clause 5.1, the Creditors shall consult and co-operate with each other to the intent (without any requirement) that:

5.2.1 the Securities shall so far as practicable be enforced by the same method and at the same time; and

5.2.2 in the case of an appointment of a receiver by a Creditor under its Security the same person shall be appointed receiver by each other Creditor that shall also make such an appointment,

provided always that (for the avoidance of doubt) the Bank and or HIF may enforce the Bank's Security and or HIF's Security in such manner as it shall determine in its absolute discretion.

5.3 Subject to Clause 5.1 if any Creditor shall appoint a receiver or administrator under its Security or shall otherwise enforce or exercise its Security, it shall promptly give written notice thereof to the other Creditors.

5.4 If any Creditor shall have any books or records of any Company in its possession, it will provide such access to those books or records as may reasonably be required by any receiver or administrator appointed by another Creditor.

6 *QUALIFYING FLOATING CHARGE HOLDER RIGHTS*

LDC and the Bank agrees that in respect of the right of HIF to appoint an administrator LDC and the Bank irrevocably waives their rights (if any) as holder of a prior floating charge to receive notice from HIF of the proposed appointment of an administrator which may be required pursuant to the Insolvency Act 1986 (as amended). LDC and the Bank as the holders of any prior qualifying floating charge (if any) hereby consents to the appointment by HIF of an administrator notwithstanding that no notice of intention to appoint an administrator within the meaning of paragraph 15(1)(b) of Schedule B1 to the Insolvency Act 1986 shall have been given to it.

7 FIXED CHARGE ON BOOK DEBTS AND OPERATION OF ACCOUNTS

7.1 If and so long as the Bank's Security shall include a fixed charge over book debts LDC shall not without the Bank's prior written consent require any Company to pay any of its debts into any bank or other account or to any person or persons other than into the Special Account for the time being designated by the Bank for that purpose or if no such Special Account shall for the time being be so designated by the Bank to such Company's current account for the time being with the Bank.

7.2 Nothing in this Deed or any other agreement between the Creditors and any Company shall prevent the Bank operating the bank accounts of any Company in the ordinary course of banking business including, without limitation, collecting cheques and other payment orders via any medium, electronic or otherwise and accepting monies for credit for any Company's bank accounts and allowing any Company to draw cheques and make other payments and generally to withdraw funds from its bank accounts or from exercising its rights to combine and set off any credit balances against any indebtedness of any Company to the Bank.

7.3 HIF confirms for the benefit of the Bank that should the Invoice Financing Chargors or any representative make payment of any Book Debts into any account maintained by the Bank on behalf of the Invoice Financing Chargors then in the absence of written notification from the Invoice Financing Chargors or HIF confirming HIF's right, title and interest in such Book Debts:

7.3.1 the Bank may collect for the account of the Invoice Financing Chargors the monies representing the proceeds of such Book Debts; and

7.3.2 the Bank may permit such monies to be withdrawn, transferred or dealt with in any other way the Invoice Financing Chargors may direct.

7.4 HIF agrees not to bring a claim against the Bank for payment of the proceeds of any Book Debts which are credited to an account of the Invoice Financing Chargors with the Bank unless:

7.4.1 prior to the Bank's receipt of such monies the Bank has received notice in writing from HIF that a specified sum of money belongs to HIF; or

7.4.2 the Bank has procured payment to the Invoice Financing Chargors of a sum which to the actual knowledge of the Bank should have been paid to HIF,

in which case a sum equal to all monies received by the Bank in respect of such Book Debts shall promptly be paid to HIF, and pending such payment the Bank agrees to hold the proceeds of any such Book Debts on trust for HIF separate of its own monies.

8 TIME AND INDULGENCE

Each of the Creditors shall be entitled to grant time or indulgence or to release or compound, or otherwise deal with its Security or any guarantee at any time held by them without reference to the other Creditors except to the extent regulated by this Deed.

9 INSURANCE PROCEEDS AND CUSTODY OF DOCUMENTS

9.1 In the event of any money being received under any insurance covering any of the property or assets charged under the Securities such money shall (subject to the rights of prior encumbrances if any) be applied in replacing, restoring or reinstating the property or assets destroyed, damaged or lost unless the Bank otherwise directs in writing.

9.2 The Bank shall be entitled, but not obliged, to hold each title or other document relating to any asset subject to the Bank's Security. LDC and or HIF may inspect any such documents provided it gives reasonable prior written notice to the Bank.

10 INFORMATION

10.1 During the continuance of the Securities the Creditors shall be at liberty from time to time to disclose to each other information concerning the Companies and the financial and other affairs of the Companies in such manner and to such extent as the Creditors shall from time to time desire.

10.2 Each Creditor acknowledges the right of the others to the production and delivery of copies of the documents comprising or referred to in its Security.

11 CURRENCY

Without prejudice to the respective rights and obligations of the parties to this Deed set out in the other provisions of this Deed any sums for the time being denominated in a currency other

than sterling shall for the purposes only of this Deed be deemed to be converted on the relevant date into sterling at the Bank's spot selling rate of exchange for the relevant currency against sterling.

12 FACILITIES

Nothing contained in this Deed shall bind or oblige the Creditors to make any advances or accommodation to the Companies or to grant banking or other facilities to the Companies.

13 TERMINATION

This Deed shall cease to have effect when either of the Securities shall have been fully discharged.

14 COMPLIANCE WITH COVENANTS

The Company shall observe and perform all the covenants in the HIF's Security relating to all assets of the Company charged by the HIF's Security. Such observance and performance shall be deemed to constitute compliance with the covenants in the Bank's Security and LDC's Security relating to such assets.

15 ACKNOWLEDGEMENT OF THE COMPANIES

15.1 Each Company acknowledges the priorities recorded in this Deed and agrees to observe the provisions of this Deed at all times and not in any way prejudice or affect the enforcement of such provisions.

15.2 Each Company is party to this Deed to acknowledge the terms of this Deed and to accept the obligations on its part contained within this Deed. The Companies shall not be entitled to rely upon or enforce any of the terms of this Deed as against any of the Creditors.

16 ENTIRE AGREEMENT

This Deed forms the entire agreement between the parties relating to the priority of their respective Securities and the application of the proceeds thereof and supersedes all earlier meetings, discussions, negotiations, correspondence, faxes, emails, letters, transactions, communications, understandings and arrangements of any kind so relating.

17 FORBEARANCE, FAILURES AND WAIVERS

17.1 No forbearance or failure by any party to exercise or assert or claim any rights or entitlement hereunder shall be construed (in the absence of a written agreement to a waiver or a written confirmation of a past waiver) as a waiver of that right or entitlement.

17.2 No waiver of any breach of any term of this Deed shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same term or as authorising a continuation of a particular breach.

18 VARIATIONS

Save as otherwise provided herein, any variation of this Deed shall be binding only if it is recorded in a document signed by or on behalf of each Creditor.

19 EXPENSES

The Parent shall pay, on demand, all reasonable costs and expenses (including VAT on them) incurred by each Creditor in connection with the preparation, negotiation and execution of this *Deed, any amendment, supplement or waiver of it and any action to implement its terms*, including legal advice in relation to this Deed.

20 SEVERABILITY

The provisions of this Deed shall be severable and distinct from each other. If at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of each of the remaining provisions of this Deed shall not in any way be affected, prejudiced or impaired thereby.

21 THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999.

22 PURCHASER

No purchaser dealing with any of the Creditors or any administrator or receiver appointed by any of them shall be concerned in any way with the provisions of this Deed and shall assume that the Creditors or any such administrator or receiver as the case may be are acting in accordance with the provisions of this Deed.

23 COUNTERPARTS

This Deed may be executed simultaneously in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

24 NOTICES

24.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

24.2 Any such notice or other communication shall be sent to the address in the description of the parties above or as advised in accordance with Clause 24.3 and, if so addressed, shall be treated as having been duly given or made as follows:

24.2.1 If delivered by courier or handed over in person - at the time of delivery/handing over; or

24.2.2 if sent by post - 48 hours from the date of posting.

24.3 The address for service in accordance with Clause 24.2 shall be the recipient's address as detailed at the beginning of this Deed (or in the case of a Company, the address detailed in Part 4 of the Schedule), and in the case of LDC marked for the attention of LDC legal and Aziz Ul-Haq. However a party may notify the other parties to this Deed of an alternative address for the purposes of Clause 24.2 provided that such notification shall only be effective on:

24.3.1 the date specified in the notification as the date on which the change is to take place; or

24.3.2 if no date is specified, the date falling five clear Business Days after notice of any such change has been given.

24.4 For the avoidance of doubt, the parties agree that the provisions of this Clause shall not apply in relation to the service of any document by which any legal proceedings are commenced or continued or forming any part of such proceedings.

25 ASSIGNMENT

None of the Creditors shall assign, transfer, charge or otherwise dispose of any of its Security or any of its rights or obligations under it, or agree or attempt to do so unless the assignee or relevant transferee shall have agreed in writing that the assignment or transfer shall be subject to the terms of this Deed and that the assignee or transferee shall if so required by any of the Creditors (including the assignor or transferor) execute such document in confirmation of it as may be reasonably required.

26 LAW AND JURISDICTION

26.1 This Deed will be governed by and construed in accordance with English law and all claims and disputes (including non-contractual claims and disputes) arising out of or in connection with this Deed, its subject matter, negotiation or formation will be determined in accordance with English law.

26.2 The Creditors and the Companies submit to the non-exclusive jurisdiction of the courts of England and Wales in relation to all claims, disputes, differences or other matters (including non-contractual claims, disputes, differences or other matters) arising out of or in connection with this Deed.

IN WITNESS whereof the parties hereto have executed this Deed and have delivered it on the day and year first above written.

SCHEDULE

The Securities

Part 1
The Bank Security Documents

Document	Parties	Date
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) PAM Occupational Health Solutions Limited as chargor (2) HSBC UK Bank plc	11 October 2016
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) People Asset Management Ltd as chargor (2) HSBC UK Bank plc	11 October 2016
Assignment of monies	(1) People Asset Management Ltd as chargor (2) HSBC UK Bank plc	16 January 2017
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) People Asset Management Group Limited as chargor (2) HSBC UK Bank plc	11 October 2016
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) PAM Wellbeing Limited as chargor (2) HSBC UK Bank plc	11 October 2016
Assignment of monies	(1) PAM Wellbeing Limited as chargor (2) HSBC UK Bank plc	16 January 2017
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) Premier Occupational Healthcare Limited as chargor (2) HSBC UK Bank plc	16 January 2017

Assignment of monies	(1) Premier Occupational Healthcare Limited as chargor (2) HSBC UK Bank plc	16 January 2017
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) Sankey Health Limited as chargor (2) HSBC UK Bank plc	11 October 2016
Scots Law Floating Charge	(1) Computercare 2000 Limited as chargor (2) HSBC UK Bank plc	9 September 2020
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) PAM Health Limited as chargor (2) HSBC UK Bank plc	01 April 2021
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) Physio Supplies Limited as chargor (2) HSBC UK Bank plc	29 March 2021
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) 66 Fit Limited as chargor (2) HSBC UK Bank plc	29 March 2021
Debenture over the property, assets and undertaking of the chargor as more particularly mentioned in it	(1) To Health Limited as chargor (2) HSBC UK Bank plc	18 September 2020

Part 2
The HIF Security Documents

Document	Parties	Date
Floating charge	(1) People Asset Management Ltd (2) HSBC Invoice Finance (UK) Limited	3 October 2016
Fixed charge on purchased debts which fail to vest	(1) People Asset Management Ltd (2) HSBC Invoice Finance (UK) Limited	3 October 2016
Floating charge	(1) PAM Wellbeing Limited (2) HSBC Invoice Finance (UK) Limited	3 October 2016
Fixed charge on purchased debts which fail to vest	(1) PAM Wellbeing Limited (2) HSBC Invoice Finance (UK) Limited	3 October 2016

Part 3
The LDC Security Documents

Document	Parties	Date
English law composite guarantee and debenture over the property, assets and undertaking of the chargors as more particularly mentioned in it	(1) The Original Companies (as defined therein) (2) LDC (Managers) Limited as Security Trustee (as defined therein)	On or about the date of this Deed
Scots law floating charge	(1) Computercare 2000 Limited (2) LDC (Managers) Limited as Security Trustee (as defined therein)	On or about the date of this Deed

Part 4
The Companies

Name	Registered Number	Registered Office
PAM Healthcare Limited ("**Parent**")	13458429	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
PAM Occupational Health Solutions Limited	09295440	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
People Asset Management Ltd	05199107	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
People Asset Management Group Limited	07474853	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
To Health Limited	05107064	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
PAM Wellbeing Limited	07475231	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
PAM Health Limited	02161998	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
Computercare 2000 Limited	SC169321	The Wheatsheaf, Speirs Wharf, Glasgow, Scotland, G4 9TJ
Premier Occupational Healthcare Limited	03866894	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
Sankey Health Limited	07475277	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
People Asset Management Recruitment Limited	07475269	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
Physio Supplies Limited	09116932	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL
66FIT Limited	11203107	Holly House, 73-75 Sankey Street, Warrington, WA1 1SL

Execution version

Executed and Delivered)
by Lisa Maria Rodgers)
as Attorney of)
HSBC UK BANK PLC)
in the presence of: -)

.....

(Full name of witness)

.....

(Signature of witness)

Richard James Etches
HSBC UK Bank plc
Sheffield Securities
Processing Centre

Address .....

.....

Occupation .....

Bank Official

Executed and Delivered)
by)

as Attorney of)
HSBC INVOICE FINANCE (UK))
LIMITED
in the presence of: -)

.....

Attorney

.....

(Full name of witness)

.....

(Signature of witness)

Address .....

.....

Occupation .....

Execution version

Executed and Delivered)
by)

as Attorney of)
HSBC UK BANK PLC)
in the presence of: -)

.....
(Full name of witness)

.....
(Signature of witness)

Address .....

.....

Occupation .....

.....
Attorney

Executed and Delivered)
by RICHARD CORTHINE)

as Attorney of)
HSBC INVOICE FINANCE (UK) LIMITED)
in the presence of: -)

LUCY ELISABETH FOYLE
(Full name of witness)

[redacted] .....
(Signature of witness)

Address [redacted]

Occupation

[redacted]
Attorney

Execution version

THE COMPANIES

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PAM HEALTHCARE LIMITED** acting by a director in the presence of:

..... [redacted]
DIRECTOR

WITNESS

Signature: [redacted].....

Name: EMMA SAVAGE.....

Address: [redacted]

Occupation:

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PAM OCCUPATIONAL HEALTH SOLUTIONS LIMITED** acting by a director, in the presence of:

..... [redacted]
DIRECTOR

WITNESS

Signature: [redacted].....

Name: EMMA SAVAGE.....

Address: [redacted]

Occupation:

Execution version

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PEOPLE ASSET MANAGEMENT LTD** acting by a director in the presence of:

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address: [redacted]

Occupation:

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PEOPLE ASSET MANAGEMENT GROUP LIMITED** acting by a director in the presence of:

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: [redacted] EMMA SAVAGE

Address: [redacted]

Occupation: [redacted] .....

Execution version

EXECUTED (but not delivered until the date hereof) as a **DEED** by **TO HEALTH LIMITED** acting by a director in the presence of:

[redacted]

DIRECTOR

WITNESS

Signature: [redacted]

Name: EMMA SAVAGE

Address: [redacted]

Occupation:

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PAM WELLBEING LIMITED** acting by a director in the presence of:

[redacted]

DIREC

WITNESS

Signature. [redacted]

Name: EMMA SAVAGE

Address: [redacted]

Occupation:

Execution version

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PAM HEALTH LIMITED** acting by a director in the presence of:

.....[redacted].....
DIRE

WITNESS

Signature: [redacted].....

Name: EMMA SAVAGE

Address: [redacted]

Occupation:

EXECUTED (but not delivered until the date hereof) as a **DEED** by **COMPUTERCARE 2000 LIMITED** acting by a director in the presence of:

.....[redacted].....
DIR

WITNESS

Signature: [redacted].....

Name: EMMA SAVAGE

Address: [redacted].....

Occupation: [redacted].....

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PREMIER OCCUPATIONAL HEALTHCARE LIMITED** acting by a director in the

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address: [redacted]

Occupation. [redacted] ..... [redacted]

EXECUTED (but not delivered until the date hereof) as a **DEED** by **SANKEY HEALTH LIMITED** acting by a director in the presence of:

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address. [redacted]

Occupation: [redacted] ..... [redacted]

Execution version

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PEOPLE ASSET MANAGEMENT RECRUITMENT LIMITED** acting by a director in the presence of:

..... [redacted]
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address: [redacted]

Occupation: [redacted] .....

EXECUTED (but not delivered until the date hereof) as a **DEED** by **PHYSIO SUPPLIES LIMITED** acting by a director in the presence of:

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address: [redacted] .....

Occupation: [redacted] .....

EXECUTED (but not delivered until the date hereof) as a **DEED** by **66FIT LIMITED** acting by a director in the presence of:

..... [redacted] .....
DIRECTOR

WITNESS

Signature: [redacted] .....

Name: EMMA SAVAGE

Address: [redacted]

Occupation: [redacted] .....

Execution version

LDC

EXECUTED as a **DEED** by **LDC (MANAGERS) LIMITED** acting by **AZIZ UI-HAQ**, in the presence of:

[redacted]

DULY AUTHORISED ATTORNEY

WITNESS

Signature: [redacted]

Name: JENNIFER HATTON

Address: [redacted]

[redacted]

[redacted]

Occupation: [redacted]