



Registration of a Charge

Company Name: **PIRAMAL CRITICAL CARE LIMITED**

Company Number: **05160306**



Received for filing in Electronic Format on the: **04/10/2022**

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Details of Charge

Date of creation: **30/09/2022**

Charge code: **0516 0306 0005**

Persons entitled: **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**

Brief description: **UK TRADEMARK REGISTRATION NUMBERS 1047258, 1177828, 861924, 1217111 AND THOSE ASSETS LISTED IN SCHEDULE 1 OF THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating 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:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5160306

Charge code: 0516 0306 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by PIRAMAL CRITICAL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2022 .

Given at Companies House, Cardiff on 6th October 2022

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



Companies House



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

EXECUTION VERSION

SUPPLEMENTAL PCC UK SECURITY AGREEMENT

DATED 30 SEPTEMBER 2022

BETWEEN

**PIRAMAL CRITICAL CARE LIMITED
as Chargor**

and

**THE LAW DEBENTURE TRUST CORPORATION P.L.C.
as Security Agent**

ALLEN & OVERY

Allen & Overy LLP

0073261-0000115 SNO1: 2002929668.8

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THIS DEED is dated 30 September 2022 and made BETWEEN:

- (1) **PIRAMAL CRITICAL CARE LIMITED**, a company with limited liability, incorporated under the laws of England and Wales with company number 5160306, whose registered office is at Suite 4, Ground Floor Heathrow Boulevard - East Wing, 280 Bath Road, West Drayton, England, UB7 0DQ (the **Chargor**); and
- (2) **THE LAW DEBENTURE TRUST CORPORATION P.L.C.**, a company duly incorporated and existing under the laws of England and Wales, having its principal place of business up to but excluding 30th November 2020 at Fifth Floor, 100 Wood Street, London EC2V 7EX and from and including 30th November 2020 at 8th Floor, 100 Bishopsgate, London EC2N 4AG, registered with company number 1675231 (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

BACKGROUND:

- (A) The Chargor entered into a security agreement dated 16 December 2020 (the **Original PCC UK Security Agreement**) in respect of the Security Assets (as defined therein).
- (B) The Chargor enters into this Deed in connection with the Supplemental Agreement (as defined below).
- (C) The Chargor considers that the Security created by the Chargor under the Original PCC UK Security Agreement will continue to secure the Secured Liabilities (as defined below) but enters into this Deed in case it does not.
- (D) 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:

Act means the Law of Property Act 1925.

Effective Date has the meaning given to it in the Supplemental Agreement.

Existing Facility Agreement means the US\$225,000,000 facility agreement dated 30 June 2020 between (among others) PEL Pharma Inc., Piramal Critical Care Limited and Piramal Dutch Holdings N.V. as borrowers and State Bank of India, London Branch as arranger and agent.

Facility Agreement means the Existing Facility Agreement as amended and restated on the terms of the Supplemental Agreement, with effect on and from the Effective Date.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager, in each case, appointed under this Deed.

Receivables means, in relation to the Chargor, all its rights, title and interest from time to time in and to all book and other debts of any nature and all other rights to receive money (excluding bank accounts).

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document.

Security Asset means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of the Original PCC UK security Agreement and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Supplemental Agreement means the supplemental agreement dated on or about the date of this Deed amending the Existing Facility Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction), clause 1.3 (Currency symbols and definitions) and clause 1.4 (Dutch terms) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Finance Document** or any other agreement or instrument is a reference to that Finance 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) the term **this Security** means any Security created by this Deed; and
 - (iv) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

- (g) This Deed is a Transaction Security Document as referred to in the Facility Agreement.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Legislation to enforce or to enjoy the benefit of any term of this Deed.
- (b) Subject to clauses 34.1 (Required consents), 34.2 (All-Lender matters) and 34.3 (Other exceptions) of the Facility Agreement, notwithstanding any other 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 Secured Party that is not a Party 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 Third Parties Legislation.

1.4 Security Agent

- (a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement.
- (b) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Lenders in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Lenders or Majority Lenders entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting. For the avoidance of doubt, whilst the Security Agent's right to enforce this Security arises following the occurrence of an Event of Default which is continuing, the Security Agent shall not be obliged to take any such enforcement action or any other action in relation to this Deed or the Security Assets until it has been instructed to do so pursuant to the Facility Agreement and it has been indemnified and/or secured and/or prefunded to its satisfaction.
- (c) The Security Agent or any of its respective officers or employees shall not have any responsibility or liability for:
 - (i) any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
 - (ii) the loss or destruction of, or damage to, any of the Security Assets, or to any documents of or evidencing title to them, which are in the possession or held to the order of any such person (and which will be held by such persons at the expense and risk of the Chargor),

except in the case of gross negligence or wilful misconduct on the part of that person.

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:

- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
- (i) the Chargor shall notify the Security Agent promptly;
 - (ii) this Security shall constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under that document but exclude the Chargor's other rights under the document until the Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) if the Chargor obtains the required consent or satisfies the relevant condition:
 - (A) the Chargor shall notify the Security Agent promptly; and
 - (B) all of the Chargor's rights under the document shall immediately be secured in accordance with this Deed.
- (d) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Contracts & Receivables

The Chargor charges by way of a first fixed charge all its Receivables and all of its rights in respect of any agreement, instrument or other document to which it is a party.

2.3 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Schedule 1 (Specific Intellectual Property Rights) under the heading **Specific Intellectual Property Rights**;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case, whether registered or not and including all applications for any of the rights referred to in paragraphs (a), (b) and (c) above.

2.4 Inventory

- (a) The Chargor charges by way of a first floating charge all its inventory, stock in trade, manufactured goods, work-in-progress and manufacturing materials (whether or not in its possession or under its control) from time to time and all of its rights in respect thereof, and all of its assets expressed to be the subject of a fixed charge under Clause 2.2 and Clause 2.3 above not otherwise effectively charged by way of fixed charge under this Clause 2.

- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this Clause 2.4 into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
- (i) an Event of Default is continuing; or
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.4 may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.4 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets expressed to be the subject of the floating charge created by this Clause 2.4 if an administrator is appointed, or the Security Agent receives notice of an intention to appoint an administrator, in respect of the Chargor.
- (e) The floating charge created by this Clause 2.4 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2.5 Ranking

- (a) Subject to paragraph (b) below, to the extent that in respect of any of the Security Assets, Clause 2.2 (Contracts & Receivables), Clause 2.3 (Intellectual property) and Clause 2.4 (Inventory) and does not have the effect of creating or acknowledging a first priority security interest in favour of the Security Agent, the security interest created by Clause 2.2 (Contracts & Receivables), Clause 2.3 (Intellectual property) and Clause 2.4 (Inventory) shall take effect as such type of security interest as shall be required by English law for the creation of a security interest in such Security Assets for the purpose of conferring on the Security Agent a first priority security interest in such Security Assets.
- (b) Where this Deed purports to create a first ranking security interest, that security interest will be a second ranking security interest ranking subject to the equivalent security interest created by the Original PCC UK Security Agreement until such time as the security interest created by the Original PCC UK Security Agreement ceases to have effect at a time when this Deed still has effect.

3. REPRESENTATIONS - GENERAL

3.1 Representations

The Chargor makes the representations and warranties in this Clause 3 to each Finance Party.

3.2 No filing or stamp Taxes

Under the laws of its Relevant Jurisdictions, it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in any of those jurisdictions or that any stamp, registration, notarial or similar tax or fee be paid on or in relation to this Deed or the

transactions contemplated by this Deed except registration of particulars of this Deed at Companies House in England and Wales under Section 859A of the Companies Act 2006 and payment of associated fees, which registrations, filings, taxes and fees will be made and paid promptly after the date of this Deed.

3.3 No adverse consequences

(a) It is not necessary under the laws of its Relevant Jurisdictions:

- (i) to enable any Secured Party to enforce its rights under this Deed; or
- (ii) by reason of the execution of this Deed or the performance by it of its obligations under this Deed,

that any Secured Party should be licensed, qualified or otherwise entitled to carry on business in any of its Relevant Jurisdictions.

(b) No Secured Party is or will be deemed to be resident, domiciled or carrying on business in its Relevant Jurisdictions by reason only of the execution, performance and/or enforcement of this Deed.

3.4 Nature of security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

3.5 Times for making representations

- (a) Each of the Repeating Representations (as defined in the Facility Agreement) and the representations and warranties in this Deed (including in this Clause 3) are made by the Chargor on the date of this Deed.
- (b) The representations and warranties under this Deed are deemed to be made by the Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

4. RESTRICTIONS ON DEALINGS

The Chargor shall not:

- (a) create or permit to subsist any Security over any Security Asset (except any Security created by or pursuant to the Original PCC UK Security Agreement); or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under this Deed or, in the case of paragraph (b) above, as expressly allowed under the Facility Agreement.

5. INTELLECTUAL PROPERTY

5.1 General

In this Clause 5 Intellectual Property Rights means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and which are Security Assets.

5.2 Representations

The Chargor represents and warrants to each Finance Party that:

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted;
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights;
- (c) those Intellectual Property Rights are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents) and any other rights or interests (including any licences) in favour of third parties;
- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

5.3 Preservation

- (a) The Chargor shall:
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force;
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
 - (iii) promptly upon request by the Security Agent or promptly if at any time any such registration ceases to be continuing in respect of the Original PCC UK Security Agreement, file applications to make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed, or register the security or the restrictions on disposal imposed by this Deed, in the following jurisdictions:
 - (A) South Africa;
 - (B) Germany;
 - (C) France;
 - (D) Belgium;

- (E) the Netherlands;
- (F) Luxembourg;
- (G) Italy;
- (H) Czech Republic;
- (I) Switzerland;
- (J) United Kingdom;
- (K) Australia;
- (L) Austria;
- (M) Sweden;
- (N) Denmark; and
- (O) such other jurisdictions as may be required in order to satisfy the obligations in paragraph (iv) below;

(iv) at all times ensure entries are made in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed (in each case, to the extent not already recorded under and in respect of the Original PCC UK Security Agreement unless the Security Agent requests otherwise) in respect of at least 50 per cent. of its Intellectual Property Rights (by reference to the revenue attributable to those rights in the most recent financial statements delivered under the Facility Agreement); and

(v) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.

(b) The Chargor shall ensure that, except with the prior consent of the Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

6. CONTRACTS & RECEIVABLES

6.1 General

In this Clause 6, **Relevant Contract** means any agreement, instrument or other document to which the Chargor is a party.

6.2 Undertakings

The Chargor shall:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Relevant Contract and in respect of its Receivables; and
- (b) supply the Security Agent and any Receiver with copies of each Relevant Contract and any information and documentation relating to any Relevant Contract and/or its Receivables requested by the Security Agent or any Receiver.

6.3 Notices of charge

The Chargor shall, following an Event of Default which is continuing, upon request by the Security Agent:

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 2 (Forms of letter for Relevant Contracts), on each counterparty to a Relevant Contract; and
- (b) use its best endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (Forms of letter for Relevant Contracts).

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

This Security shall become immediately enforceable if an Event of Default occurs and is continuing.

7.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

7.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8.3 Privileges

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

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- (a) whether the Secured Liabilities 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.

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor).
- (b) The Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

8.6 Contingencies

If this Security 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.

8.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the 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 Security Agent may (but shall have no obligation to), after this Security has become enforceable, appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Security Agent determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it, at the cost of the Chargor,

and each Finance Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

9. RECEIVER

9.1 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 has become enforceable; or
 - (ii) the Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall 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 Act) does not apply to this Deed.
- (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 part A1 of the Insolvency Act 1986 other than in respect of any floating charge referred to in subsection (4) of section A52 of part A1 of the Insolvency Act 1986.

9.2 Removal

The Security Agent may by writing under its hand 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.

9.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

9.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor shall be 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 shall incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 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 becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 10 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 Act 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 it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

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

10.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner it thinks fit.

10.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

10.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

10.6 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 it 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 it thinks fit.

10.7 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 the Chargor or relating in any way to any Security Asset.

10.8 Legal actions

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

10.9 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.

10.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

10.11 Delegation

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

10.12 Lending

A Receiver may lend money or advance credit to any person.

10.13 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

10.14 Other powers

A Receiver may:

- (a) do all other acts and things which it 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;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of the Chargor for any of the above purposes.

11. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Security Agent and applied in the order of priority set out in clause 26.1 (Order of application) of the Facility Agreement.

This Clause 11 is subject to the payment of any claims having priority over this Security. This Clause 11 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12. EXPENSES AND INDEMNITY

The Chargor shall:

- (a) immediately on demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation (including, without limitation, any Environmental Law) except for such costs and expenses incurred as a result of that Secured Party's gross negligence or wilful misconduct; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

13. DELEGATION

13.1 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.

13.2 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 or that Receiver (as the case may be) may think fit.

13.3 Liability

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

14. FURTHER ASSURANCES

- (a) The Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):
 - (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Security Agent, its nominee or any other person; or
 - (ii) the giving of any notice, order or direction and the making of any filing or registration,which, in any such case, the Security Agent may consider necessary or desirable.

15. POWER OF ATTORNEY

The 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 the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to 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 the 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. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. MISCELLANEOUS

16.1 Continuing Security

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

16.2 Tacking

Each Lender shall perform its obligations under the Facility Agreement (including any obligation to make available further advances).

16.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
- (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 Liability.

16.4 Notice to Chargor

This Deed constitutes notice in writing to the Chargor of any charge or assignment by way of security that may at any time be created or made under any Transaction Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

17. RELEASE

At the end of the Security Period, the Security Agent shall, upon written confirmation to the Security Agent from each of the Secured Parties (other than the Security Agent) that the Secured Liabilities owing to each such Secured Party have been discharged in full, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security without recourse to, or any representation or warranty by, the Security Agent.

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

19.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including any dispute regarding the existence, validity or termination of this Deed) or any non-contractual obligation arising out of or in connection with this Deed (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

19.2 Waiver of immunities

The Chargor irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

This Deed has been executed as a deed and delivered by the Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

List of foreign trademarks						
Sr.No.	TRADEMARK	Country	Application No.	Class	Status	Applicant on record
1	BREVAFEN	Argentina	2488396	05 Int.	Renewed	Piramal Critical Care Limited (UK)
2	DIPIDOLOR	Austria	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
3	DIPIDOLOR	Benelux	0508860	05 Int.	Renewed	Piramal Critical Care Limited (UK)
4	DIPIDOLOR	Croatia	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
5	DIPIDOLOR	Czech Republic	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
6	DIPIDOLOR	Egypt	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
7	DIPIDOLOR	France	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
8	DIPIDOLOR	Germany	L9689	05 Int.	Renewed	Piramal Critical Care Limited (UK)
9	DIPIDOLOR	Germany	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
10	DIPIDOLOR	Hungary	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
11	DIPIDOLOR	Madrid International	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
12	DIPIDOLOR	Italy	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
13	DIPIDOLOR	Monaco	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
14	DIPIDOLOR	Montenegro	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
15	DIPIDOLOR	North Macedonia	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
16	DIPIDOLOR	Romania	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
17	DIPIDOLOR	Serbia	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
18	DIPIDOLOR	Slovak Republic	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
19	DIPIDOLOR	Slovenia	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
20	DIPIDOLOR	Switzerland	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
21	DIPIDOLOR	Vietnam	283257	05 Int.	Renewed	Piramal Critical Care Limited (UK)
22	FENTALIM	Italy	615614	05 Int.	Renewed	Piramal Critical Care Limited (UK)
23	FENTANEST	Aruba	IM-96111511	05 Int.	Renewed	Piramal Critical Care Limited (UK)
24	FENTANEST	Guatemala	1996-9321	05 Int.	Renewed	Piramal Critical Care Limited (UK)
25	FENTANEST	Madrid International	352488	05 Int.	Renewed	Piramal Critical Care Limited (UK)
26	FENTANEST	Madrid International	294375	05 Int.	Renewed	Piramal Critical Care Limited (UK)
27	FENTANEST	Italy	294375	05 Int.	Renewed	Piramal Critical Care Limited (UK)
28	FENTANEST	Japan	SHO 41-013176	05 Int.	Renewed	Piramal Critical Care Limited (UK)
29	FENTANEST	Portugal	352488	05 Int.	Renewed	Piramal Critical Care Limited (UK)
30	FENTANEST	Spain	294375	05 Int.	Renewed	Piramal Critical Care Limited (UK)
31	FENTANEST	Costa Rica	1997-0001872	05 Int.	Renewed	Piramal Critical Care Limited (UK)
32	FENTANEST	El Salvador	5034	05 Int.	Renewed	Piramal Critical Care Limited (UK)
33	FENTANEST	Guatemala	13653-96	05 Int.	Renewed	Piramal Critical Care Limited (UK)
34	FENTANEST	Mexico	123830	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
35	FENTANEST in Kana	Japan	SHO 41-059930	05 Int.	Renewed	Piramal Critical Care Limited (UK)
36	FENTANYL	Colombia	2000022598	05 Int.	Renewed	Piramal Critical Care Limited (UK)

37	FENTANYL	Greece	32649	05 Int.	Renewed	Piramal Critical Care Limited (UK)
38	FENTATIENIL	Madrid International	426071	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
39	FENTATIENIL	Madrid International	621455	05 Int.	Renewed	Piramal Critical Care Limited (UK)
40	FENTATIENIL	Italy	426071	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
41	FENTATIENIL	Italy	621455	05 Int.	Renewed	Piramal Critical Care Limited (UK)
42	FENTATIENIL	Malaysia	M/089321	05 Int.	Renewed	Piramal Critical Care Limited (UK)
43	FENTATIENIL	Montenegro	426071	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
44	HALDID	Denmark	VA 1961 02843	05 Int.	Renewed	Piramal Critical Care Limited (UK)
45	HYPNOMIDATE	Algeria	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
46	HYPNOMIDATE	Armenia	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
47	HYPNOMIDATE	Australia	288514	05 Int.	Renewed	Piramal Critical Care Limited (UK)
48	HYPNOMIDATE	Austria	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
49	HYPNOMIDATE	Belarus	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
50	HYPNOMIDATE	Benelux	0605836	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
51	HYPNOMIDATE	Brazil	7010	05 Int.	Renewed	Piramal Critical Care Limited (UK)
52	HYPNOMIDATE	Chile	1146080	05 Int.	Registered	Piramal Critical Care Limited (UK)
53	HYPNOMIDATE	Croatia	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
54	HYPNOMIDATE	Czech Republic	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
55	HYPNOMIDATE	Denmark	VA 1975 01063	05 Int.	Renewed	Piramal Critical Care Limited (UK)
56	HYPNOMIDATE	Egypt	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
57	HYPNOMIDATE	France	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
58	HYPNOMIDATE	Georgia	M 1997 4688 R1	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
59	HYPNOMIDATE	Germany	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
60	HYPNOMIDATE	Greece	54249	05 Int.	Renewed	Piramal Critical Care Limited (UK)
61	HYPNOMIDATE	Hungary	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
62	HYPNOMIDATE	Madrid International	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
63	HYPNOMIDATE	Madrid International	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
64	HYPNOMIDATE	Italy	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
65	HYPNOMIDATE	Kazakhstan	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
66	HYPNOMIDATE	Kyrgyzstan	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)

67	HYPNOMIDATE	Liechtenstein	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
68	HYPNOMIDATE	Moldova	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
69	HYPNOMIDATE	Monaco	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
70	HYPNOMIDATE	Montenegro	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
71	HYPNOMIDATE	Morocco	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
72	HYPNOMIDATE	Mozambique	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
73	HYPNOMIDATE	New Zealand	193487	05 Int.	Renewed	Piramal Critical Care Limited (UK)
74	HYPNOMIDATE	North Macedonia	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
75	HYPNOMIDATE	Norway	121834	05 Int.	Renewed	Piramal Critical Care Limited (UK)
76	HYPNOMIDATE	Poland	74484	05 Int.	Renewed	Piramal Critical Care Limited (UK)
77	HYPNOMIDATE	Portugal	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
78	HYPNOMIDATE	Romania	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
79	HYPNOMIDATE	Russia	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
80	HYPNOMIDATE	San Marino	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
81	HYPNOMIDATE	Serbia	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
82	HYPNOMIDATE	Slovak Republic	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
83	HYPNOMIDATE	Slovenia	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
84	HYPNOMIDATE	South Africa	1975/03272	05 Int.	Renewed	Piramal Critical Care Limited (UK)
85	HYPNOMIDATE	Spain	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
86	HYPNOMIDATE	Sweden	1901-52446	05 Int.	Renewed	Piramal Critical Care Limited (UK)
87	HYPNOMIDATE	Switzerland	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
88	HYPNOMIDATE	Tajikistan	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
89	HYPNOMIDATE	Turkey	85/085858	05 Int.	Renewed	Piramal Critical Care Limited (UK)
90	HYPNOMIDATE	Ukraine	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
91	HYPNOMIDATE	United Kingdom	1047258	05 Int.	Renewed	Piramal Critical Care Limited (UK)
92	HYPNOMIDATE	Uruguay	285192	05 Int.	Renewed	Piramal Critical Care Limited (UK)
93	HYPNOMIDATE	Uzbekistan	504290	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
94	HYPNOMIDATE	Vietnam	413151	01 Int., 03 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
95	HYPNOMIDATE	Zimbabwe	653/1975	05 Int.	Renewed	Piramal Critical Care Limited (UK)

96	HYPNOMIDATE PRO INFUSIONE	Greece	71601	05 Int.	Renewed	Piramal Critical Care Limited (UK)
97	LIMIFEN	Algeria	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
98	LIMIFEN	Austria	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
99	LIMIFEN	Croatia	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
100	LIMIFEN	Czech Republic	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
101	LIMIFEN	Egypt	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
102	LIMIFEN	France	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
103	LIMIFEN	Germany	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
104	LIMIFEN	Hungary	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
105	LIMIFEN	Madrid International	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
106	LIMIFEN	Italy	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
107	LIMIFEN	Liechtenstein	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
108	LIMIFEN	Monaco	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
109	LIMIFEN	Montenegro	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
110	LIMIFEN	Morocco	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
111	LIMIFEN	North Macedonia	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
112	LIMIFEN	Romania	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
113	LIMIFEN	San Marino	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
114	LIMIFEN	Serbia	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
115	LIMIFEN	Slovak Republic	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
116	LIMIFEN	Slovenia	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
117	LIMIFEN	Spain	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
118	LIMIFEN	Switzerland	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
119	LIMIFEN	Vietnam	418130	05 Int.	Renewed	Piramal Critical Care Limited (UK)
120	PIRAMAL	Paraguay	18113028	05 Int.	Pending	Piramal Critical Care Limited (UK)
121	RAPIFEN	Algeria	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
122	RAPIFEN	Armenia	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
123	RAPIFEN	Australia	376919	05 Int.	Renewed	Piramal Critical Care Limited (UK)
124	RAPIFEN	Austria	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
125	RAPIFEN	Belarus	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
126	RAPIFEN	Benelux	0608538	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
127	RAPIFEN	Chile	1042341	05 Int.	Registered	Piramal Critical Care Limited (UK)
128	RAPIFEN	China	351820	05 Int.	Renewed	Piramal Critical Care Limited (UK)
129	RAPIFEN	Colombia	1992274871	05 Int.	Renewed	Piramal Critical Care Limited (UK)
130	RAPIFEN	Croatia	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
131	RAPIFEN	Czech Republic	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
132	RAPIFEN	Denmark	VA 1982 01792	05 Int.	Renewed	Piramal Critical Care Limited (UK)
133	RAPIFEN	Egypt	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)

134	RAPIFEN	Finland	T198202503	05 Int.	Renewed	Piramal Critical Care Limited (UK)
135	RAPIFEN	France	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
136	RAPIFEN	Georgia	M 1997 5137 R1	05 Int.	Renewed	Piramal Critical Care Limited (UK)
137	RAPIFEN	Germany	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
138	RAPIFEN	Greece	61219	05 Int.	Renewed	Piramal Critical Care Limited (UK)
139	RAPIFEN	Hong Kong	19831979	05 Int.	Renewed	Piramal Critical Care Limited (UK)
140	RAPIFEN	Hungary	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
141	RAPIFEN	Iceland	236/1982	05 Int.	Renewed	Piramal Critical Care Limited (UK)
142	RAPIFEN	Madrid International	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
143	RAPIFEN	Madrid International	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
144	RAPIFEN	Ireland	107731	05 Int.	Renewed	Piramal Critical Care Limited (UK)
145	RAPIFEN	Italy	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
146	RAPIFEN	Japan	H05-073953	05 Int.	Renewed	Piramal Critical Care Limited (UK)
147	RAPIFEN	Kazakhstan	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
148	RAPIFEN	Kyrgyzstan	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
149	RAPIFEN	Lebanon	140710	05 Int.	Renewed	Piramal Critical Care Limited (UK)
150	RAPIFEN	Liechtenstein	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
151	RAPIFEN	Malaysia	M/095698	05 Int.	Renewed	Piramal Critical Care Limited (UK)
152	RAPIFEN	Moldova	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
153	RAPIFEN	Monaco	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
154	RAPIFEN	Montenegro	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
155	RAPIFEN	Morocco	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
156	RAPIFEN	Mozambique	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
157	RAPIFEN	New Zealand	142675	05 Int.	Renewed	Piramal Critical Care Limited (UK)
158	RAPIFEN	North Macedonia	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
159	RAPIFEN	Norway	19821196	05 Int.	Renewed	Piramal Critical Care Limited (UK)
160	RAPIFEN	Paraguay	103397	05 Int.	Renewed	Piramal Critical Care Limited (UK)
161	RAPIFEN	Portugal	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
162	RAPIFEN	Romania	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
163	RAPIFEN	Russia	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
164	RAPIFEN	San Marino	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
165	RAPIFEN	Saudi Arabia	10304	05 Int.	Renewed	Piramal Critical Care Limited (UK)

166	RAPIFEN	Serbia	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
167	RAPIFEN	Singapore	T9203994I	05 Int.	Renewed	Piramal Critical Care Limited (UK)
168	RAPIFEN	Slovak Republic	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
169	RAPIFEN	Slovenia	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
170	RAPIFEN	South Africa	1982/04901	05 Int.	Renewed	Piramal Critical Care Limited (UK)
171	RAPIFEN	Spain	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
172	RAPIFEN	Sweden	1982-02332	05 Int.	Renewed	Piramal Critical Care Limited (UK)
173	RAPIFEN	Switzerland	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
174	RAPIFEN	Taiwan	071019271	01 Int.	Renewed	Piramal Critical Care Limited (UK)
175	RAPIFEN	Tajikistan	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
176	RAPIFEN	Turkey	82/074480	05 Int.	Renewed	Piramal Critical Care Limited (UK)
177	RAPIFEN	Ukraine	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
178	RAPIFEN	United Kingdom	1177828	05 Int.	Renewed	Piramal Critical Care Limited (UK)
179	RAPIFEN	Uruguay	295159	05 Int.	Renewed	Piramal Critical Care Limited (UK)
180	RAPIFEN	Uzbekistan	544596	05 Int.	Renewed	Piramal Critical Care Limited (UK)
181	RAPIFEN	Vietnam	417168	03 Int., 05 Int., 10 Int.	Renewed	Piramal Critical Care Limited (UK)
182	RAPIFEN	Bolivia	SM-41613	05 Int.	Renewed	Piramal Critical Care Limited (UK)
183	RAPIFEN	Brazil	0835118	05 Int.	Renewed	Piramal Critical Care Limited (UK)
184	RAPIFEN	Guyana	11706	05 Int.	Renewed	Piramal Critical Care Limited (UK)
185	RAPIFEN	Kuwait	14641	05 Int.	Renewed	Piramal Critical Care Limited (UK)
186	RAPIFEN	Peru	127098	05 Int.	Renewed	Piramal Critical Care Limited (UK)
187	RAPIFEN	UAE	012026	05 Int.	Renewed	Piramal Critical Care Limited (UK)
188	RAPIFEN in Chinese Characters	China	970001857	05 Int.	Renewed	Piramal Critical Care Limited (UK)
189	RAPIFEN in Chinese Characters	China	28935	05 Int.	Renewed	Piramal Critical Care Limited (UK)
190	RAPIFEN in Foreign Language	Armenia	551470	05 Int.	Renewed	Piramal Critical Care Limited (UK)
191	RAPIFEN in Foreign Language	Belarus	551470	05 Int.	Renewed	Piramal Critical Care Limited (UK)
192	RAPIFEN in Foreign Language	Benelux	0735765	05 Int.	Renewed	Piramal Critical Care Limited (UK)
193	RAPIFEN in Foreign Language	Hong Kong	19840667	05 Int.	Renewed	Piramal Critical Care Limited (UK)
194	RAPIFEN in Foreign Language	Madrid International	551470	05 Int.	Renewed	Piramal Critical Care Limited (UK)

195	RAPIFEN in Foreign Language	Japan	H05-073954	05 Int.	Renewed	Piramal Critical Care Limited (UK)
196	RAPIFEN in Foreign Language	Kyrgyzstan	551470	05 Int.	Renewed	Piramal Critical Care Limited (UK)
197	RAPIFEN in Foreign Language	Singapore	T9203995G	05 Int.	Renewed	Piramal Critical Care Limited (UK)
198	RAPIFEN in Foreign Language	Taiwan	075025902	01 Int.	Renewed	Piramal Critical Care Limited (UK)
199	SUBLIMAZE	Australia	196477	05 Int.	Renewed	Piramal Critical Care Limited (UK)
200	SUBLIMAZE	Austria	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
201	SUBLIMAZE	Egypt	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
202	SUBLIMAZE	France	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
203	SUBLIMAZE	Germany	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
204	SUBLIMAZE	Greece	258128	05 Int.	Pending	Piramal Critical Care Limited (UK)
205	SUBLIMAZE	Hungary	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
206	SUBLIMAZE	Madrid International	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
207	SUBLIMAZE	Ireland	526	05 Int.	Renewed	Piramal Critical Care Limited (UK)
208	SUBLIMAZE	Italy	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
209	SUBLIMAZE	Liechtenstein	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
210	SUBLIMAZE	Morocco	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
211	SUBLIMAZE	Mozambique	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
212	SUBLIMAZE	New Zealand	107991	05 Int.	Renewed	Piramal Critical Care Limited (UK)
213	SUBLIMAZE	Portugal	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
214	SUBLIMAZE	Romania	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
215	SUBLIMAZE	South Africa	64/1748	05 Int.	Renewed	Piramal Critical Care Limited (UK)
216	SUBLIMAZE	Switzerland	277147	05 Int.	Renewed	Piramal Critical Care Limited (UK)
217	SUBLIMAZE	United Kingdom	861924	05 Int.	Renewed	Piramal Critical Care Limited (UK)
218	SUBLIMAZE	Argentina	2628005	05 Int.	Renewed	Piramal Critical Care Limited (UK)
219	SUBLIMAZE	Philippines	PH-4-1972-401156	05 Int.	Renewed	Piramal Critical Care Limited (UK)
220	SUFENTA	Algeria	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
221	SUFENTA	Armenia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
222	SUFENTA	Australia	411992	05 Int.	Renewed	Piramal Critical Care Limited (UK)
223	SUFENTA	Austria	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
224	SUFENTA	Belarus	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
225	SUFENTA	Benelux	0647905	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
226	SUFENTA	Bosnia and Herzegovina	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
227	SUFENTA	Canada	0511386	--	Renewed	Piramal Critical Care Limited (UK)

228	SUFENTA	Chile	278431	05 Int.	Renewed	Piramal Critical Care Limited (UK)
229	SUFENTA	China	28932	05 Int.	Renewed	Piramal Critical Care Limited (UK)
230	SUFENTA	Colombia	1997075336	05 Int.	Renewed	Piramal Critical Care Limited (UK)
231	SUFENTA	Croatia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
232	SUFENTA	Czech Republic	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
233	SUFENTA	Denmark	VA 1984 03738	05 Int.	Renewed	Piramal Critical Care Limited (UK)
234	SUFENTA	Finland	T200203038	05 Int.	Renewed	Piramal Critical Care Limited (UK)
235	SUFENTA	France	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
236	SUFENTA	Georgia	M 1997 5142 R1	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
237	SUFENTA	Germany	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
238	SUFENTA	Greece	95077	05 Int.	Renewed	Piramal Critical Care Limited (UK)
239	SUFENTA	Hungary	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
240	SUFENTA	Iceland	916/1990	05 Int.	Renewed	Piramal Critical Care Limited (UK)
241	SUFENTA	Indonesia	R002009 008551	05 Int.	Renewed	Piramal Critical Care Limited (UK)
242	SUFENTA	Madrid International	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
243	SUFENTA	Ireland	2312	05 Int.	Renewed	Piramal Critical Care Limited (UK)
244	SUFENTA	Italy	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
245	SUFENTA	Kazakhstan	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
246	SUFENTA	North Korea	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
247	SUFENTA	Kyrgyzstan	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
248	SUFENTA	Liechtenstein	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
249	SUFENTA	Malaysia	89004554	05 Int.	Renewed	Piramal Critical Care Limited (UK)
250	SUFENTA	Moldova	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
251	SUFENTA	Monaco	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
252	SUFENTA	Montenegro	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
253	SUFENTA	Morocco	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
254	SUFENTA	Mozambique	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
255	SUFENTA	New Zealand	188095	05 Int.	Renewed	Piramal Critical Care Limited (UK)
256	SUFENTA	North Macedonia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
257	SUFENTA	Norway	19842377	05 Int.	Renewed	Piramal Critical Care Limited (UK)
258	SUFENTA	Portugal	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)

259	SUFENTA	Romania	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
260	SUFENTA	Russia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
261	SUFENTA	San Marino	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
262	SUFENTA	Saudi Arabia	10302	05 Int.	Renewed	Piramal Critical Care Limited (UK)
263	SUFENTA	Serbia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
264	SUFENTA	Singapore	T8903301C	05 Int.	Renewed	Piramal Critical Care Limited (UK)
265	SUFENTA	Slovak Republic	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
266	SUFENTA	Slovenia	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
267	[intentionally omitted]	[intentionally omitted]	[intentionally omitted]	[intentionally omitted]	[intentionally omitted]	[intentionally omitted]
268	SUFENTA	South Africa	1984/06323	05 Int.	Renewed	Piramal Critical Care Limited (UK)
269	SUFENTA	Spain	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
270	SUFENTA	Sweden	1984-05078	05 Int.	Renewed	Piramal Critical Care Limited (UK)
271	SUFENTA	Switzerland	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
272	SUFENTA	Taiwan	077024516	01 Int.	Renewed	Piramal Critical Care Limited (UK)
273	SUFENTA	Tajikistan	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
274	SUFENTA	Turkey	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
275	SUFENTA	Ukraine	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
276	SUFENTA	United Kingdom	1217111	05 Int.	Renewed	Piramal Critical Care Limited (UK)
277	SUFENTA	Uzbekistan	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
278	SUFENTA	Vietnam	469866	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
279	SUFENTA	Argentina	2450043	05 Int.	Renewed	Piramal Critical Care Limited (UK)
280	SUFENTA	Brazil	1654575	05 Int.	Renewed	Piramal Critical Care Limited (UK)
281	SUFENTA	Tunisia	TN/E/2002/1074	01 Int., 05 Int.	Renewed	Piramal Critical Care Limited (UK)
282	SUFENTA	UAE	012083	05 Int.	Renewed	Piramal Critical Care Limited (UK)
283	SUFENTA in Chinese Characters	China	29211	05 Int.	Renewed	Piramal Critical Care Limited (UK)
284	SUFENTA in Chinese Characters	China	28933	05 Int.	Renewed	Piramal Critical Care Limited (UK)
285	SUFENTA in Foreign Language	Benelux	0735766	05 Int.	Renewed	Piramal Critical Care Limited (UK)
286	SUFENTA in Foreign Language	Taiwan	077053945	01 Int.	Renewed	Piramal Critical Care Limited (UK)

List of foreign trademarks							
Sr.No.	TRADEMARK	Country	Application No.	Class	Status	Applicant on record	Recordal status Change to PCCL
1	FENTANEST	Nicaragua	40802	05 Int.	Renewed	Johnson & Johnson	in progress
2	FENTANEST	Panama	87063	05 Int.	Renewed	Johnson & Johnson	in progress
3	RAPIFEN	Nicaragua	019935	05 Int.	Renewed	Janssen Pharmaceutica NV	in progress
4	RAPIFEN	Pakistan	78110	05 Int.	Renewed	Johnson & Johnson	in progress
5	SUFENTA	Honduras	1683-88	05 Int.	Renewed	Johnson & Johnson	in progress
6	FENTANEST	Honduras	13653-96	05 Int.	Renewed	Johnson & Johnson	in progress

SCHEDULE 2
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: The Law Debenture Trust Corporation p.l.c. (as Security Agent)

State Bank of India, London Branch (the Facility Agent)

Dated: _____ 2022

Supplemental PCC UK Security Agreement dated _____ 2022 between Piramal Critical Care Limited and The Law Debenture Trust Corporation p.l.c. (the Supplemental Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of The Law Debenture Trust Corporation p.l.c. (as trustee for the Secured Parties as referred to in the Supplemental Security Agreement, the **Security Agent**) all our rights in respect of [*insert details of Contract*] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without the prior consent of the Security Agent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

For the avoidance of doubt, we confirm that the security created by the Supplemental Security Agreement is created in addition to and without prejudice to the security created by the PCC UK security agreement dated 16 December 2020 between the Chargor and the Security Agent.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent whose administrative details are set out below, with a copy to us:

Address: **(for correspondence prior to 30 November 2020)**
The Law Debenture Trust Corporation p.l.c.
Fifth Floor
100 Wood Street
London EC2V 7EX
United Kingdom

Address: **(for correspondence on or after 30 November 2020)**
The Law Debenture Trust Corporation p.l.c.
8th Floor
100 Bishopsgate
London EC2N 4AG
United Kingdom

Fax No: +44 (0)20 7606 0643

Email: Legal.Notices@lawdeb.com

Attention: Trust Management Ref 203762

Yours faithfully

.....
(Authorised signatory)

Piramal Critical Care Limited

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: The Law Debenture Trust Corporation p.l.c. (as Security Agent)

Copy: Piramal Critical Care Limited

Dated:

Supplemental PCC UK Security Agreement dated _____ 2022 between Piramal Critical Care Limited and The Law Debenture Trust Corporation p.l.c. (the Supplemental Security Agreement)

We confirm receipt from Piramal Critical Care Limited (the **Chargor**) of a notice dated _____ 2022 of a charge on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the Contract*] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.

We also confirm that we have not received notice of the interest of any third party in the Contract, other than the notice provided by the Chargor in connection with the PCC UK security agreement dated 16 December 2020 entered into between the Chargor and the Security Agent.

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargor

EXECUTED AS A DEED by
PIRAMAL CRITICAL CARE LIMITED
acting by **KAUSHIK UPADHYAY**
Director

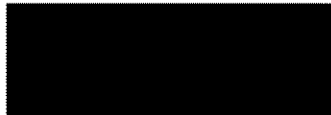
)
)
)
)



[REDACTED UNDER
SECTION 859G OF THE
COMPANIES ACT 2006]

In the presence of:

Witness's signature:



[REDACTED AS ABOVE]

Name of Witness:

PRANAY AGRAWAL

Address of Witness:



[REDACTED AS ABOVE]

Security Agent

EXECUTED as a **DEED** for and on behalf of
THE LAW DEBENTURE TRUST CORPORATION P.L.C.



Richard Lance, Director

**[REDACTED UNDER
SECTION 859G OF THE
COMPANIES ACT 2006]**

Director



Lily Frost, Associate Director
[REDACTED AS ABOVE]

Representing Law Debenture Corporate Services Ltd, Secretary