



Registration of a Charge

Company name: **Ascot Topco Limited**

Company number: **08674822**

Received for Electronic Filing: **02/12/2015**



Details of Charge

Date of creation: **01/12/2015**

Charge code: **0867 4822 0001**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8674822

Charge code: 0867 4822 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2015 and created by Ascot Topco Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2015 .

Given at Companies House, Cardiff on 3rd December 2015

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

Security Deed of Accession

This Deed is made on

1 December 2015

Between

- (1) Watch Midco 2 Limited (**Parent**);
- (2) The companies listed on the signing pages as Acceding Chargors (the "**Acceding Chargors**" and each an "**Acceding Chargor**"); and
- (3) HSBC Corporate Trustee Company (UK) Limited as security trustee for the Finance Parties (**Security Trustee**).

Whereas

- (A) This Deed is supplemental to a debenture dated 1 December 2015 between, inter alia, the Parent, the Chargors and the Security Trustee (**Debenture**).
- (B) Each Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and Interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by each Acceding Chargor or its Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration) and 1.5 (Incorporated terms) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Trustee as security trustee for the Finance Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee (with all covenants implied herein pursuant to the Law of Property (Miscellaneous Provisions) Act 1994 being subject to and qualified by reference to the Legal Reservations and any Permitted Security);
- (c) granted in respect of all the right, title and interest (if any), present and future of each Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Security Trustee as security trustee for the Finance Parties.

2.4 First Legal mortgages

Each Acceding Chargor charges by way of first legal mortgage:

- (a) the properties described in schedule 1 (Properties) to this Deed; and
 - (b) all other interests and estates in freehold, leasehold and commonhold property,
- and, in each case, all Premises and Fixtures on such property for the time being.

2.5 Assignments

- (a) Subject to a proviso for re-assignment on redemption and to obtaining any necessary consent to that assignment from any third party, each Acceding Chargor assigns:
 - (i) the Key-man policies described in schedule 3 (Key-man Policies) to this Deed;
 - (ii) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
 - (iii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Key-man Policies, the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default which is continuing, each Acceding Chargor shall (in its sole discretion), subject to the other terms of the Finance Documents, continue to exercise all and any of its rights, remedies, discretions or judgements (including the giving of any waivers or consent) under and in connection with the Relevant Agreement and be entitled to all proceeds and claims arising therefrom.

2.6 First Fixed charges

Each Acceding Chargor charges by way of first fixed charge (subject in each case to obtaining any necessary consent to such fixed charge from any third party):

- (a) all other interests and estate in any freehold, leasehold or commonhold property other than Excluded Leasehold Property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property to the extent it is capable of being charged;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any legal mortgage in clause 2.4 or any assignment in clause 2.5 is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges (subject to any Permitted Security) by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed and which the Acceding Chargor has been requested in writing by the Security Trustee to do but has failed to do within 5 Business Days following such request. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

Each Acceding Chargor confirms that its address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: Trent House, Mere Way, Ruddington Fields,
Nottingham, NG12 6JS

Facsimile: 0115 974 8000

Attention: Gordon Cameron

6 Counterparts

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

7 Governing law and jurisdiction

Clause 30 (Governing Law) and clause 31.1 (Jurisdiction of English Courts) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

Properties

None

Schedule 2

Subsidiary Shares

Chargor	Name and registered number of subsidiary	Number and class of shares
Ascot Topco Limited	Ascot Midco 1 Limited (08673857)	9,480,000 ordinary shares of £1.00 each
Ascot Midco 1 Limited	Ascot Midco 2 Limited (08674951)	9,480,000 ordinary shares of £1.00 each
Ascot Midco 2 Limited	Ascot Bidco Limited (08639343)	9,480,000 ordinary shares of £1.00 each
Ascot Bidco Limited	Quotient Clinical Limited (05221615)	653,292,526 ordinary shares of £0.01 each
Quotient Clinical Limited	Quotient Properties Limited (06874967)	1 ordinary share of £1.00
Quotient Clinical Limited	Prophillian Limited (03676780)	766,075 ordinary shares of £0.01 each
Prophillian Limited	Phaeton Research Limited (03676782)	2 ordinary shares of £1.00 each

Schedule 3**Key-man Policies**

Insurer	Name of assured	Policyholder	Policy number
AEGON Scottish Equitable	Mark Egerton	Ascot Bidco Limited	L0190504473

Schedule 4

Relevant Agreements

None

SIGNATURES

Parent

Executed as a deed by)
Watch Midco 2 Limited)
 acting by a director in the presence of) Director

Signature of witness

Name *Sam Donnelly*

Address
 **MACFARLANES LLP**
 **20 CURSITOR STREET**
 **LONDON**
 **EC4A 1LT**

Acceding Chargors

Executed as a deed by)
Ascot Topco Limited)
 acting by a director in the presence of) Director

Signature of witness

Name *Sam Donnelly*

Address
 **MACFARLANES LLP**
 **20 CURSITOR STREET**
 **LONDON**
 **EC4A 1LT**

Executed as a deed by)
Ascot Midco 1 Limited)
 acting by a director in the presence of) Director

Signature of witness

Name *Sam Donnelly*

Address
 **MACFARLANES LLP**
 **20 CURSITOR STREET**
 **LONDON**
 **EC4A 1LT**

Executed as a deed by)

Ascot Midco 2 Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

John Donnelly

Address

MACFARLANES LLP

20 CURSITOR STREET

LONDON

EC4A 1LT

Executed as a deed by)

Ascot Bidco Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

John Donnelly

Address

MACFARLANES LLP

20 CURSITOR STREET

LONDON

EC4A 1LT

Executed as a deed by)

Quotient Clinical Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

John Donnelly

Address

MACFARLANES LLP

20 CURSITOR STREET

LONDON

EC4A 1LT

Executed as a deed by)

Quotient Properties Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

Address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by)

Prophilian Limited)

acting by a director in the presence of)

Director

Signature of witness

Name

Address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Executed as a deed by)

Phaeton Research Limited)

acting by a director in the presence of)

Director

Signature of witness

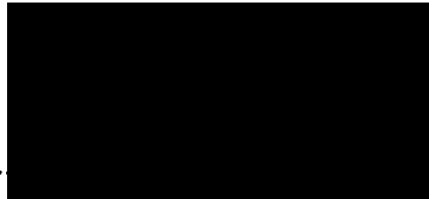
Name

Address

MACFARLANES LLP
20 CURSITOR STREET
LONDON
EC4A 1LT

Security Trustee

Executed as a deed)
by)
as duly authorised attorney)
for and on behalf of **HSBC Corporate Trustee**)
(UK) Limited)
in the presence of:)
Witness



Signature 

Name L KEEL

Address 60 CHISWELL ST

..... E17 4AG.