



Registration of a Charge

Company Name: **CAMBRIDGE MEDICAL COMMUNICATION LIMITED**

Company Number: **03523402**



Received for filing in Electronic Format on the: **04/06/2021**

XA5Y6EKX

Details of Charge

Date of creation: **21/05/2021**

Charge code: **0352 3402 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT)).**

Brief description: **N/A**

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: **ASHLEY BANNISTER, SOLICITOR, DLA PIPER UK LLP, LONDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3523402

Charge code: 0352 3402 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2021 and created by CAMBRIDGE MEDICAL COMMUNICATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2021 .

Given at Companies House, Cardiff on 7th June 2021

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**

London, 2 June 2021

I certify that, save for the material redacted pursuant to s. 859G of the Companies Act 2006, this is a true, correct and complete copy of the electronically executed May 2021 original document.

Ashley Bennett
DLA PIPER UK LLP

Accession Deed

THIS SECURITY ACCESSION DEED is made on 21

BETWEEN:

- (1) **EACH COMPANY NAMED IN SCHEDULE 1** (each, a “**New Chargor**”);
- (2) **MOONBEAM MIDCO 2 LTD**, a company incorporated in England and Wales with registered number 13318198 (the “**Parent**”); and
- (3) **GLAS TRUST CORPORATION LIMITED**, as trustee for each of the Secured Parties acting pursuant to the provisions of, and with the benefit of the protections set out in the Intercreditor Agreement (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 13 April 2021 between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. Interpretation

1.1 Definitions

Unless otherwise expressly defined herein or the context otherwise requires, terms defined in the Debenture, the Senior Facilities Agreement or the Intercreditor Agreement, as applicable, shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.10 (*Intercreditor Agreement*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the “**Debenture**” and other similar expressions were references to this deed.

1.3 Permitted Transactions

Notwithstanding anything to the contrary in this deed, the terms of this deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step permitted by the Senior Facilities Agreement or the Intercreditor Agreement and the Security Agent shall, subject to the provisions of the Intercreditor Agreement, promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this clause 1.31.3 (*Permitted Transactions*) shall be for the account of such Chargor, subject to clause 23 (*Costs and expenses*) of the Intercreditor Agreement.

2. Accession of New Chargor

2.1 Accession

Each New 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 as a Chargor.

2.2 Covenant to pay

Each New Chargor covenants with the Security Agent that it shall, on demand of the Security Agent, pay, discharge and satisfy the Secured Obligations when they fall due and payable in accordance with the terms of the Senior Secured Finance Documents, and indemnify the Security Agent and each of the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with their respective terms, provided that neither such covenant nor the Security created by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or Security to be unlawful or prohibited by any applicable law.

2.3 Creation of Charges

All Security and assignments under this deed are:

- (a) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties; and
- (b) continuing Security for the payment and discharge of all the Secured Obligations.

2.4 Fixed Security

Each New Chargor charges:

- (a) Fixed charge over Real Property

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all of its Real Property and all Related Rights, except for:

- (i) leasehold Real Property that has 30 years or less to run on the lease or has a rack-rent payable in respect thereof or contains an option to acquire the freehold which has a market value of less than £2,000,000 and all Related Rights relating to such Real Property; or
- (ii) freehold Real Property which has a market value of less than £2,000,000 (or its equivalent) and all Related Rights relating to such Real Property.

- (b) Fixed charge over Tangible Moveable Property

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of a first fixed charge, all of its rights, title and interest from time to time in and to the Tangible Moveable Property and all Related Rights.

- (c) Fixed charge over Monetary Claims

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all Monetary Claims and all Related Rights other than any claims which are

otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this deed.

(d) Fixed charge over contracts

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Specific Contracts to the extent validly and effectively assigned pursuant to clause 2.4((k) (*Assignment of Specific Contracts*)) of this deed, including each of its interest or currency rate swap, cap, floor, collar or option transactions, and all Related Rights.

(e) Fixed charge over Investments

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

(f) Fixed charge over Shares

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

(g) Fixed charge over goodwill

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to its uncalled capital.

(h) Fixed charge over Intellectual Property

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all its rights, title and interest present and future in and to its Intellectual Property and all Related Rights.

(i) Fixed charge over Accounts

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all its rights, title and interest present and future in and to its Accounts and all Related Rights.

(j) Fixed charge over Insurance Policies

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to each Insurance Policy of each such New Chargor (except to the extent validly and effectively assigned pursuant to clause 2.4(l) (*Assignment of Insurance Policies*) of this deed) and all Related Rights.

(k) Assignment of Specific Contracts

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the Specific Contracts and all Related Rights.

(l) Assignment of Insurance Policies

Subject to Clause 3.2 (*Excluded Assets*) of the Debenture, each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of each such New Chargor and all Related Rights.

(m) Assignment of Receivables

Subject to Clause 3.2 (*Excluded Assets*), each New Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to all Receivables of each such New Chargor and all Related Rights.

2.5 Floating Charge

- (a) Each New Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of each New Chargor not effectively charged under clause 2.4 (*Fixed Security*) of this deed.
- (b) The floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by each New Chargor under the Senior Secured Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) above.

3. Consent of Existing Chargors

The Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

4. Negative Pledge

The terms of Clause 6.1 (*Negative pledge and restriction on dealings*) of the Debenture are incorporated herein and shall be deemed to form part of this deed for the purposes of section 859D(2)(c) of the Companies Act 2006.

5. Construction Of Debenture

- 5.1 The Debenture shall remain in full force and effect as supplemented by this deed.
- 5.2 The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this Debenture” or other similar expressions will be deemed to be references to the Debenture as supplemented by this deed and to the extent the provisions of this deed conflict with those of the Debenture, the provisions of the Debenture shall prevail.

6. Designation as Transaction Security Document

This deed is designated as a Transaction Security Document.

7. Failure to Execute

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

8. Notices

Each New Chargor confirms that its address details for notices in relation to Clause 27 (*Notices*) of the Debenture are set out below its name on the execution pages of this deed.

9. Counterparts

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

10. Governing Law And Jurisdiction

- 10.1 This deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this deed are governed by English law.
- 10.2 The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed).
- 10.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.


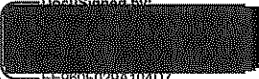
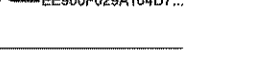
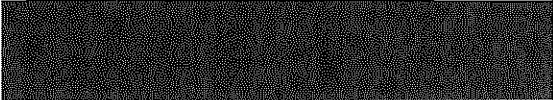
IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1 (NEW CHARGORS)



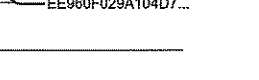
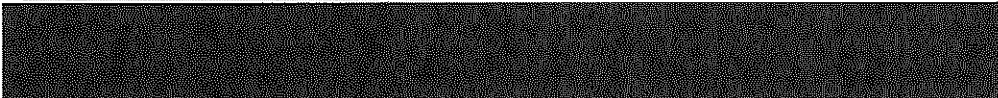
Company Name	Jurisdiction of Incorporation	Registered Number
Prime Global Medical Communications Ltd.	England and Wales	03642172
Prime Medica Limited	England and Wales	03452110
Prime Market Access Limited	England and Wales	03677731
Paragon Medica Limited	England and Wales	10298365
Onyx Medica Communications Limited	England and Wales	10298355
Only Oncology Limited	England and Wales	10299351
Scion Medica Limited	England and Wales	07795200
Core Medica Limited	England and Wales	05443253
Cambridge Medical Communication Limited	England and Wales	03523402
Moonbeam Hedgeco 1 Ltd	England and Wales	13334743
Moonbeam Hedgeco 2 Ltd	England and Wales	13334747

THE NEW CHARGORS

Executed as a deed, but not delivered until the first)
date specified on page 1, by **PRIME GLOBAL**)
MEDICAL COMMUNICATIONS LTD. acting)
by:


Director 
Graeme Peterson 
Witness signature 
Witness name: Raquel Peterson
Witness address: Raquel Peterson


Executed as a deed, but not delivered until the first)
date specified on page 1, by **PRIME MEDICA**)
LIMITED acting by:)

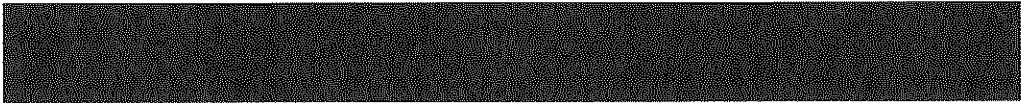
Director 
Graeme Peterson 
Witness signature 
Witness name: Raquel Peterson
Witness address: Raquel peterson


Executed as a deed, but not delivered until the first)
date specified on page 1, by **PRIME MARKET**)
ACCESS LIMITED acting by:)


Director 
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Graeme Peterson 
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Witness signature
Witness name: Raquel Peterson
Witness address: Raquel Peterson

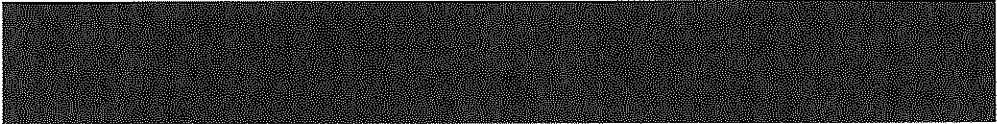


Executed as a deed, but not delivered until the first)
date specified on page 1, by **PARAGON**)
MEDICA LIMITED acting by:)

Director 
25B5879312D946E...


Graeme Peterson 
EE980F029A104D7...

Witness signature
Witness name: Raquel Peterson
Witness address: Raquel Peterson

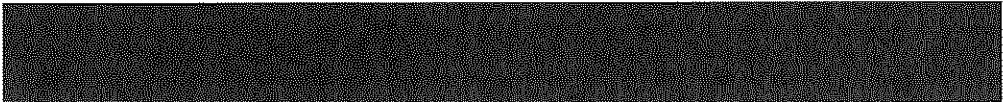


Executed as a deed, but not delivered until the first)
date specified on page 1, by **ONYX MEDICA**)
COMMUNICATIONS LIMITED acting by:)


Director 
25B5879312D946E...


Graeme Peterson 
EE860F029A104D7...

Witness signature _____
Witness name: Raquel Peterson

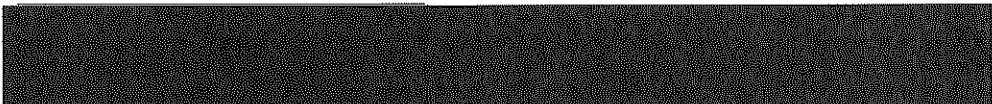
Witness address: Raquel Peterson


Executed as a deed, but not delivered until the first)
date specified on page 1, by **ONLY**)
ONCOLOGY LIMITED acting by:)


Director 
25B5879312D946E...

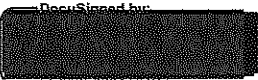
Graeme Peterson 
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Witness signature _____
Witness name: Raquel Peterson

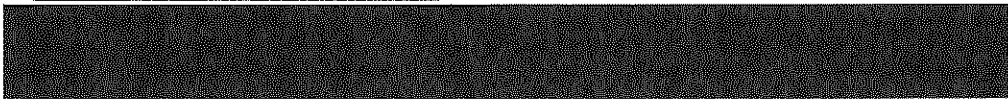
Witness address: Raquel Peterson


Executed as a deed, but not delivered until the first)
date specified on page 1, by **SCION MEDICA**)
LIMITED acting by:)

Director 
25B5879312D946E


Graeme Peterson 
EE960F029A104D7...

Witness signature
Witness name: Raquel Peterson
Witness address: Raquel Peterson

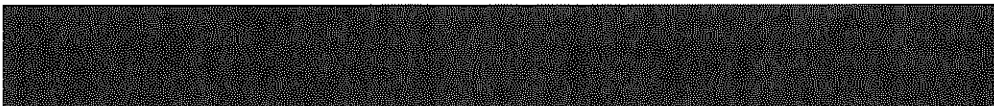


Executed as a deed, but not delivered until the first)
date specified on page 1, by **CORE MEDICA**)
LIMITED acting by:)


Director 
25B5879312D946E...


Graeme Peterson 
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Witness signature
Witness name: Raquel Peterson
Witness address: Raquel Peterson

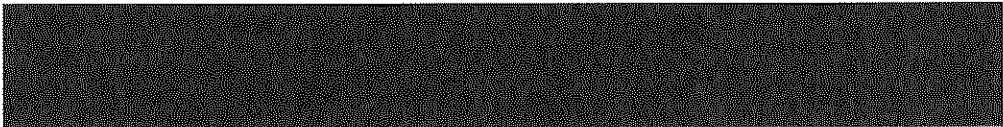


Executed as a deed, but not delivered until the first)
date specified on page 1, by **CAMBRIDGE**)
MEDICAL COMMUNICATION LIMITED)
acting by:

Director 
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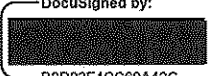
Graeme Peterson 
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Witness signature
Witness name: Raquel Peterson
Witness address: Raquel Peterson

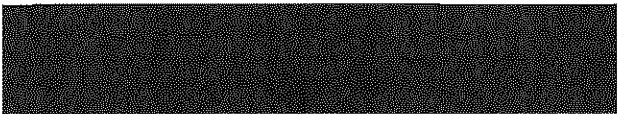


Executed as a deed, but not delivered until the first)
date specified on page 1, by **MOONBEAM**)
HEDGECO 1 LTD acting by:)

Director 
CA1D01B075564E2...

Josh Kaufman 
B0D92F4CC60A42C...

Witness signature
Witness name: Helen ward
Witness address: Helen ward



Executed as a deed, but not delivered until the first)
date specified on page 1, by **MOONBEAM**)
HEDGECO 2 LTD acting by:)

Director _____
DocuSigned by: _____
CA1D01B075564E2

Josh Kaufman _____
DocuSigned by: _____
B9D92F4CC69A42C...

Witness signature _____
Witness name: Helen Ward _____
Witness address: Helen Ward _____

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, by **MOONBEAM**)
MIDCO 2 LTD acting by:)

Director DocuSigned by: [Redacted Signature]
CA1D01B075564E2

Josh Kaufman DocuSigned by: [Redacted Signature]
B9D92F4CC69A42C...

Witness signature
Witness name: Helen ward
Witness address: Helen ward

[Redacted Address]

THE SECURITY AGENT

Signed for and on behalf of **GLAS TRUST**)
CORPORATION LIMITED by:)

Signature 

Name (block capitals) Emma Batchelor
Authorised Signatory

