



Registration of a Charge

Company Name: **TOTALLY PLC**

Company Number: **03870101**



Received for filing in Electronic Format on the: **02/12/2021**

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Details of Charge

Date of creation: **26/11/2021**

Charge code: **0387 0101 0009**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description: **THE LAND CHARGED BY THE CHARGOR INCLUDED THE LEASE OF CARDINAL SQUARE FIRST FLOOR, WEST, 10 NOTTINGHAM ROAD, DERBY, DE1 3QT. FOR FURTHER DETAILS, PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: **WE 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 CHARGING INSTRUMENT**

Certified by:

DENTONS UK AND MIDDLE EAST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3870101

Charge code: 0387 0101 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2021 and created by TOTALLY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2021 .

Given at Companies House, Cardiff on 6th December 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**

EXECUTION VERSION

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ALJM/CGA/070001.01468/79074623.8

Debenture

Dated 26 November **2021**

Totally PLC
(the Parent)

The companies listed in Schedule 1

(together with the Parent, the Original Chargors)

National Westminster Bank Plc
(the Security Agent)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Debenture

Dated 26 November 2021

Between

- (1) **Totally PLC**, a company incorporated in England and Wales with registered number 03870101 having its registered office at Cardinal Square First Floor - West, 10 Nottingham Road, Derby, England, DE1 3QT (the **Parent**);
- (2) The companies listed in Schedule 1 (*Original Chargors*) (together with the Parent, the **Original Chargors**); and
- (3) **National Westminster Bank Plc** of 250 Bishopsgate, London, England, EC2M 4AA as trustee for the Secured Parties (the **Security Agent**).

Recitals

- A. The Finance Parties have agreed to make credit facilities available on the terms of the Facility Agreement.
- B. The Chargors have agreed to provide Security to the Security Agent (as trustee for the Secured Parties) to secure the payment and discharge of the Secured Liabilities.

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement shall have the same meanings in this Debenture unless they are expressly defined in it and, in addition, in this Debenture:

Account means a Controlled Account, a Holding Account or a Current Account.

Account Bank means, in respect of each Account, the bank or other financial institution at which that Account is held.

Act means the Law of Property Act 1925.

Additional Chargor means each company that has granted Security over its assets in favour of the Security Agent by executing a Security Accession Deed in accordance with Clause 19 (*Additional Chargors*).

Assigned Agreements means the Intra-Group Loan Agreements and any agreement referred to as such in the Schedule to any Security Accession Deed.

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

Chargor means each Original Chargor and each Additional Chargor.

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Controlled Account means each of the following bank accounts in the name of a Chargor or to which it is beneficially entitled:

- (a) any bank account identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account;
- (b) any bank account of an Additional Chargor referred to as such in the Schedule to any Security Accession Deed; and
- (c) any other bank account of a Chargor opened after the date of this Debenture, and designated as a Controlled Account by the Parent and the Security Agent before, or promptly on, the opening of that bank account.

Controlled Debt means any debt or moneys due or owing to a Chargor, the proceeds of which, once received by that Chargor, are or will be Controlled Proceeds.

Controlled Proceeds means any proceeds or other moneys received by a Chargor from time to time which, under the terms of the Finance Documents, that Chargor must either:

- (a) apply in repayment or prepayment of the Secured Liabilities; or
- (b) pay into a Controlled Account.

Current Account means:

- (a) each account of an Original Chargor set out in Schedule 7 (*Current Accounts*);
- (b) each account of an Additional Chargor referred to as such in the Schedule to any Security Accession Deed; and
- (c) any other account which a Chargor holds with any bank or financial institution from time to time, other than a Holding Account or a Controlled Account.

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 11.3 (*Default interest*) of the Facility Agreement.

Derivative Contract means any master agreement, schedule, transaction, confirmation, novation or other instrument entered into by a Chargor and a counterparty from time to time in connection with protection against or benefit from fluctuation in any rate or price.

Distribution Rights means all dividends, interest and other distributions paid or payable on or in respect of any Investments or Shares and any right to receive them.

Equipment means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties.

Facility Agreement means the facility agreement dated on or about the date of this Debenture between, among others, the Chargors, the Security Agent and the other Finance Parties (as defined in that agreement).

Insurance means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest.

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Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all applications and rights to use such assets (which may now or in the future subsist).

Intra-Group Loan means a loan made under an Intra-Group Loan Agreement.

Intra-Group Loan Agreement means an agreement under which a Group Company has or will make available a facility to another Group Company.

Investments means all or any stocks, shares (other than any Shares), bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations).

Land has the same meaning as it has in section 205(1) of the Act.

Receiver means a receiver appointed pursuant to this Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver.

Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them.

Secured Liabilities means the liabilities of the Obligors to the Secured Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by this Debenture, would result in a contravention by a Chargor of the prohibitions in Chapter 2 (*Financial assistance for purchase of own shares*) of Part 18 of the Companies Act 2006.

Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect.

Security Accession Deed means a deed executed by a company substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

Security Assets means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by this Debenture.

Security Period means the period starting on the date of this Debenture and ending on the date on which the Security Agent is satisfied that:

- (a) all of the Secured Liabilities are irrevocably discharged in full; and
- (b) no Finance Party has any commitment or liability to provide financial accommodation to any of the Obligors under the Finance Documents.

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Shares means all shares held by a Chargor in its Subsidiaries.

1.2 Construction

- 1.2.1 The principles of construction set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Debenture, insofar as they are relevant to it and subject to any necessary changes, as they apply to the Facility Agreement.
- 1.2.2 Unless a contrary intention appears, any reference in this Debenture to:
- (a) this **Debenture** is a reference to this Debenture as amended, varied, novated, supplemented and replaced from time to time;
 - (b) a **Chargor**, the **Security Agent** or any **Secured Party** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted); and
 - (c) the **Security Agent** or any **Secured Party** (except for the references in Clause 16 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- 1.2.3 The liabilities of the Chargors under this Debenture are joint and several.

1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this Debenture, a person who is not a party to this Debenture has no right under the Contracts (Rights of Third Parties) Act 1999 (the **Third Parties Act**) to enforce or to enjoy the benefit of any term of this Debenture.
- 1.3.2 The parties to this Debenture may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Debenture without the consent of any person that is not a party (without prejudice to the terms of the other Finance Documents).
- 1.3.3 Any Secured Party or any person described in Clauses 11 (*Protection of purchasers*) or Clause 12 (*Protection of the Secured Parties*) may, subject to this Clause 1.3 (*Third party rights*) and the Third Parties Act, rely on any Clause of this Debenture which expressly confers rights on it.

1.4 Effect as a deed

This Debenture shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Debenture to the extent required to ensure that any purported disposition of an interest in Land contained in this Debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

EXECUTION VERSION**2 Covenant to pay**

The Chargors covenant with the Security Agent and the other Secured Parties that they will on demand pay and discharge the Secured Liabilities when they become due.

3 Creation of Security**3.1 Land**

Each Chargor charges:

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Part 2 and Part 3 of Schedule 2 (*Land*); and
- (b) by way of fixed charge any right, title or interest in any Land which it may subsequently acquire.

3.2 Shares

Each Chargor mortgages or (if or to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all its Shares, including those (if any) referred to opposite its name in Schedule 3 (*Shares*); and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.3 Investments

Each Chargor mortgages or (if and to the extent that this Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (a) all its Investments; and
- (b) all related Distribution Rights,

including those held for it by any nominee.

3.4 Equipment

Each Chargor charges by way of fixed charge all its Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (*Land*).

3.5 Controlled Debts

Each Chargor charges by way of fixed charge:

- (a) its Controlled Debts; and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Controlled Debts.

3.6 Controlled Accounts

- 3.6.1 Each Chargor charges by way of fixed charge all amounts standing to the credit of each Controlled Account held with the Security Agent and all of its right, title and interest in and relating to each such Controlled Account.
- 3.6.2 Each Chargor assigns absolutely all amounts standing to the credit of each Controlled Account held with a person other than the Security Agent and all of its right, title and interest in and relating to each such Controlled Account.

3.7 Intellectual Property

Each Chargor charges by way of fixed charge all its Intellectual Property.

3.8 Goodwill

Each Chargor charges by way of fixed charge its goodwill.

3.9 Uncalled capital

Each Chargor charges by way of fixed charge its uncalled capital.

3.10 Authorisations

Each Chargor charges by way of fixed charge the benefit of all Authorisations it holds in relation to any Security Asset.

3.11 Derivative Contracts

Each Chargor charges by way of fixed charge its right to receive all moneys payable under any Derivative Contract.

3.12 Assigned Agreements

- 3.12.1 Each Chargor assigns by way of security all its rights and interests under the Assigned Agreements to which it is party.
- 3.12.2 Until the Security created by this Debenture becomes enforceable, but subject to Clause 7.4 (*Assigned Agreements, Derivative Contracts and Insurances*), the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements.

3.13 Insurances

- 3.13.1 Each Chargor assigns by way of security all its rights and interests under the Insurances.
- 3.13.2 Until the Security created by this Debenture becomes enforceable, but subject to Clause 7.4 (*Assigned Agreements, Derivative Contracts and Insurances*), the Chargors may continue to deal with the counterparties to the Insurances.

3.14 Contractual rights

Each Chargor charges by way of fixed charge all its rights under all deeds and agreements to which it is a party other than:

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- (a) the Assigned Agreements and Insurances which are effectively assigned by Clauses 3.12 (*Assigned Agreements*) or 3.13 (*Insurances*); and
- (b) the Derivative Contracts.

3.15 Other assets

- 3.15.1 Each Chargor charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 3.
- 3.15.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture.

3.16 Trust

- 3.16.1 Subject to Clause 3.16.2, if or to the extent that for any reason the assignment or charging of any Security Asset is ineffective because of a prohibition on that assignment or charging, the relevant Chargor holds it on trust for the Security Agent.
- 3.16.2 If the reason referred to in Clause 3.16.1 is that:
 - (a) a consent or waiver must be obtained; or
 - (b) a condition must be satisfied,then:
 - (i) subject to Clause 3.16.3, the relevant Chargor shall apply for the consent or waiver; and
 - (ii) that Chargor shall use all reasonable endeavours to satisfy the condition,in each case within 14 days of the date of this Debenture or, if the Security Asset is acquired after the date of this Debenture, within 14 days of the date of acquisition.
- 3.16.3 Where the consent or waiver is not to be unreasonably withheld, the relevant Chargor shall:
 - (a) use all reasonable endeavours to obtain it as soon as possible; and
 - (b) keep the Security Agent informed of the progress of the negotiations to obtain it.
- 3.16.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 3 and, in relation to such Security Asset, the trust referred to in Clause 3.16.1 shall terminate.

4 Nature of Security created

4.1 General

The Security created under this Debenture is created:

- (a) as a continuing security to secure the payment and discharge of the Secured Liabilities;

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- (b) (except in the case of assets which are the subject of a legal mortgage under this Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them;
- (c) in favour of the Security Agent as trustee for the Secured Parties; and
- (d) with full title guarantee.

4.2 Security over Derivative Contracts

The Security created under this Debenture over any Derivative Contract shall apply net of any set-off or combination of amounts owed under, and in accordance with the terms of, that Derivative Contract.

5 Conversion of floating charge**5.1 Conversion on notice**

Subject to Clause 5.2 (*Limitation*), the Security Agent may by notice to a Chargor at any time during the Security Period convert the floating charge created by that Chargor under this Debenture into a fixed charge in respect of any Security Asset specified in that notice if:

- (a) the Security created by this Debenture has become enforceable; or
- (b) the Security Agent considers that Security Asset to be in danger of being seized, attached, charged, taken possession of or sold under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy.

5.2 Limitation

5.2.1 Subject to Clause 5.2.2 below, Clause 5.1 (*Conversion on notice*) shall not apply solely by reason of:

- (a) the obtaining of a moratorium, or
- (b) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

5.2.2 Clause 5.2.1 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

5.3 Automatic conversion

The floating charge created by a Chargor under this Debenture will convert automatically into fixed charges:

- (a) if the Security Agent receives notice of an intention to appoint an administrator of that Chargor;
- (b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional

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liquidator, administrator or Receiver in respect of that Chargor over all or any part of its assets, or if such person is appointed;

- (c) if that Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security or as agreed in writing by the Security Agent prior to granting that Security;
- (d) on the crystallisation of any other floating charge over the Security Assets;
- (e) if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so; and
- (f) in any other circumstances prescribed by law.

6 Representations and warranties**6.1 General**

The Security Agent has entered into this Debenture in reliance on the representations of each Chargor set out in this Clause 6, and each Chargor warrants to the Security Agent on the date of this Debenture, as set out in this Clause 6.

6.2 Land

As at the date of this Debenture, the Land (if any) referred to opposite its name in Part 1 of Schedule 2 (*Land*) comprises all Land beneficially or legally owned by it which either:

- (a) has an individual value in excess of US\$5,000; or
- (b) in the case of leasehold property only, has a term of 12 months or more.

6.3 Shares

As at the date of this Debenture, it is not the legal or beneficial owner of any Shares other than the Shares (if any) referred to opposite its name in Schedule 3 (*Shares*).

6.4 Accounts

As at the date of this Debenture, it does not hold any account with a bank or financial institution other than:

- (a) the Controlled Accounts (if any);
- (b) the Holding Accounts (if any); and
- (c) the Current Accounts (if any) referred to opposite its name in Schedule 7 (*Current Accounts*).

7 Undertakings

The undertakings in this Clause 7 remain in force from the date of this Debenture until the expiry of the Security Period.

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7.1.1 Each Chargor shall promptly notify the Security Agent in writing if it:

- (a) intends to acquire any estate or interest in Land; or
- (b) acquires any estate or interest in Land.

7.1.2 If a Chargor acquires any freehold or leasehold property after the date of this Debenture it shall:

- (a) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in any form which the Security Agent may require; and
- (b) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, apply to the Land Registry for registration of this Security.

7.1.3 If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall:

- (a) not be required to perform that obligation unless and until it has obtained the landlord's consent; and
- (b) use its reasonable endeavours to obtain the landlord's consent.

7.2 Accounts

7.2.1 If any Chargor opens or otherwise acquires any Account after the date of this Debenture, it shall notify the Security Agent immediately.

7.2.2 After executing this Debenture (or in the case of any Account opened after the date of this Debenture, after the date on which that Account is opened), each Chargor shall:

- (a) in respect of its Controlled Accounts (if any), promptly give notice to the Account Bank in the form set out in Part 1 of Schedule 8 (*Forms of letter to and from Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (b) in respect of its Holdings Accounts (if any) for which the Account Bank is not the Security Agent, promptly give notice to the Account Bank in the form set out in Part 2 of Schedule 8 (*Forms of letter to and from Account Bank*) and deliver to the Security Agent a certified copy of that notice;
- (c) in respect of each of its Current Accounts (if any) for which the Account Bank is not the Security Agent, promptly give notice to the Account Bank in the form set out in Part 3 of Schedule 8 (*Forms of letter to and from Account Bank*) and deliver to the Security Agent a certified copy of that notice; and
- (d) use all reasonable endeavours to ensure that the Account Bank acknowledges each notice served on it pursuant to paragraphs (a), (b) or (c) above in the form set out in Part 4 of Schedule 8 (*Forms of Letter to and from Account Bank*) or other form approved by the Security Agent.

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- 7.2.3 Subject to the Facility Agreement, no Chargor may receive, withdraw or transfer any credit balance from a Controlled Account.
- 7.2.4 Subject to the Facility Agreement, each Chargor may receive, withdraw or transfer any credit balance from any Holding Account or Current Account unless the Security Agent notifies it to the contrary at any time after the Security constituted by this Debenture has become enforceable.
- 7.2.5 In addition to any rights of the Agent or the Security Agent under the Facility Agreement, at any time after the Security constituted by this Debenture has become enforceable, the Security Agent may:
 - (a) apply any amount standing to the credit of any Holding Account or Current Account or any amount it receives in respect of any such Account towards any amounts due and payable under the Finance Documents; and
 - (b) may notify the Account Bank at which any Holding Account or Current Account is held that the Chargors' rights (or any of them) under Clause 7.2.4 cease to apply.

7.3 Shares and Investments

- 7.3.1 If any Chargor forms or acquires any Subsidiary after the date of this Debenture, it shall notify the Security Agent promptly.
- 7.3.2 Each Chargor shall (in the case of the Shares specified in Schedule 3 (*Shares*) and its Investments as at the date of this Debenture) immediately after entering into this Debenture or (in the case of any other Shares and Investments) on such later date on which any Shares or Investments are issued to or otherwise acquired by that Chargor, deposit with the Security Agent, in respect of or in connection with its Shares and Investments:
 - (a) all stock and share certificates and documents of or evidencing title;
 - (b) signed undated transfers, completed in blank; and
 - (c) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Security Agent at the expense and risk of the relevant Chargor.

- 7.3.3 Each Chargor shall:
 - (a) promptly following receipt, forward to the Security Agent copies of all notices, documents and other communications received in connection with the Shares and Investments;
 - (b) promptly copy to the Security Agent, and comply with, all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional document relating to any of its Shares and Investments; and
 - (c) comply with all other conditions and obligations assumed by it in respect of any of the Shares and Investments where failure to so comply would adversely affect the interests of the Secured Parties.

7.4 Assigned Agreements, Derivative Contracts and Insurances

7.4.1 Each Chargor shall:

- (a) promptly after the execution of this Debenture, or (as the case may be) promptly after the execution of any Assigned Agreement, Derivative Contract or Insurance entered into after the date of this Debenture, give notice to the other parties to the Assigned Agreements, Derivative Contracts and Insurances:
 - (i) in the case of Assigned Agreements substantially in the form set out in Schedule 4 (*Form of notice for Assigned Agreements*); and
 - (ii) in the case of Insurances, substantially in the form set out in Schedule 5 (*Form of notice for Insurances*); and
 - (iii) in the case of Derivative Contracts, substantially in the form set out in Schedule 6 (*Form of notice for Derivative Contracts*),and deliver to the Security Agent a copy of each notice; and
- (b) use all reasonable endeavours to procure that each party served with a notice under paragraph (a) above countersigns and returns it to the Security Agent within 14 days of the execution of this Debenture or in the case of Assigned Agreements, Derivative Contracts and Insurances entered into after the date of this Debenture, within 14 days of the date of the execution of the Assigned Agreement, Derivative Contract or Insurance.

7.4.2 Subject to the terms of the Facility Agreement (including any obligations in it relating to the application of proceeds), until the Security created by this Debenture becomes enforceable, the relevant Chargor may exercise all its rights in respect of the Assigned Agreements, the Derivative Contracts and the Insurances (in each case to which it is a party) including receiving and exercising all rights relating to proceeds of those Assigned Agreements, Derivative Contracts and Insurances.

7.4.3 Each Chargor which is the borrower of an Intra-Group Loan acknowledges receipt of notice of assignment under Clause 3.12 (*Assigned Agreements*) of the relevant Intra-Group Loan Agreement.

7.5 Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal other than:

- (a) a Permitted Disposal;
- (b) a Permitted Transaction;
- (c) a disposal giving effect to a Liabilities Acquisition which is permitted by, and as defined in, the Subordination Agreement; or
- (d) with the prior written consent of the Security Agent.

7.6 Negative pledge

No Chargor shall create or permit to subsist any Security over any Security Asset except for Permitted Security.

8 Voting and other rights**8.1 Before demand by the Security Agent**

Until such time as the Security Agent makes a demand under Clause 8.2, each Chargor may exercise any of its voting and other rights and powers attached to the Shares and Investments but shall not do so in a manner which may:

- (a) have the effect of changing the terms of issue of any of the Shares or Investments (or any class of them) or any of the Distribution Rights relating to them;
- (b) impair the value of any of the Shares or Investments;
- (c) prejudice the security created by this Debenture; or
- (d) otherwise prejudice the interests of the Secured Parties under the Finance Documents.

8.2 After demand by the Security Agent

If the Security Agent so demands at any time after the Security created under this Debenture has become enforceable, each Chargor shall:

- (a) promptly pay over to the Security Agent all moneys arising from the Distribution Rights relating to the Shares and Investments which it may receive; and
- (b) exercise all voting and other rights and powers attached to the Shares and Investments in any manner which the Security Agent may direct.

8.3 Completion of transfers

At any time after the Security created under this Debenture has become enforceable, the Security Agent may, without notice to any Chargor:

- (a) complete and date any of the transfers and other documents referred to in paragraphs (b) and (c) of Clause 7.3.2; and
- (b) transfer all or any of the Shares or Investments to itself.

9 Enforcement**9.1 When Security becomes enforceable**

The Security created by a Chargor under this Debenture shall become enforceable on the occurrence of an Event of Default which is continuing.

EXECUTION VERSION**9.2 Powers on enforcement**

9.2.1 At any time after the Security created by a Chargor under this Debenture has become enforceable, the Security Agent may (without prejudice to any other of its rights and remedies and without notice to that Chargor) do all or any of the following:

- (a) sell or otherwise dispose of the Security Assets, and exercise all the other powers and rights conferred on mortgagees by the Act, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the Act;
- (b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Security Asset, without the restrictions imposed by sections 99 and 100 of the Act;
- (c) to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- (d) subject to Clause 10.1.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets; and
- (e) appoint an administrator of any Chargor.

9.2.2 The value of any Financial Collateral appropriated pursuant to paragraph (c) of Clause 9.2.1 shall be:

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other Financial Collateral, their market price at the time of appropriation as determined by the Security Agent (or an agent, Delegate, attorney or Receiver appointed by it) by reference to a public index or by such other process as the Security Agent (or an agent, Delegate, attorney or Receiver appointed by it) may select, including independent valuation.

In each case, the parties agree that the method of valuation provided for in this Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.3 Disposal of the Security Assets

In exercising the powers referred to in paragraph (a) of Clause 9.2 (*Powers on enforcement*), the Security Agent or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

9.4 Application of moneys

9.4.1 The Security Agent shall apply any moneys received or recovered by it pursuant to this Debenture in accordance with the Facility Agreement.

9.4.2 Any Receiver shall apply any moneys received or recovered by it pursuant to this Debenture:

- (a) first, in or towards the pro rata payment of or provision for any sums owing to the Security Agent (in its capacity as such), any Receiver or any Delegate; and

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- (b) secondly, to the Security Agent for application in accordance with Clause 9.4.1, and section 109(8) of the Act shall not apply.

9.4.3 Clauses 9.4.1 and 9.4.2 will override any appropriation made by a Chargor.

10 Appointment and powers of Receivers**10.1 Method of appointment and removal**

- 10.1.1 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 a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- 10.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Security Agent pursuant to this Debenture may be made in writing under the hand of any officer or manager of the Security Agent (subject to any requirement for a court order in the removal of an administrative receiver).

10.2 Powers of Receiver

Every Receiver shall have all the powers:

- (a) of the Security Agent under this Debenture;
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) which are specified in Schedule 1 of the Insolvency Act 1986 in relation to, and to the extent applicable to, the Security Assets or any of them (whether or not the Receiver is an administrative receiver within the meaning of that Act); and
- (d) in relation to any Security Asset, which he would have if he were its only absolute owner.

10.3 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Debenture.

10.4 Receiver as agent

Every Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration.

10.5 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent, and the maximum rate specified in section 109(6) of the Act shall not apply.

11 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound or concerned:

- (a) to see or enquire whether the right of the Security Agent or any Receiver to exercise any of the powers conferred by this Debenture has arisen or not;
- (b) with the propriety of the exercise or purported exercise of those powers; or
- (c) with the application of any moneys paid to the Security Agent, to any Receiver or to any other person.

12 Protection of the Secured Parties

12.1 Exclusion of liability

None of the Security Agent, the Secured Parties or any of their respective officers or employees shall have any responsibility or liability:

- (a) for any action taken, or any failure to take any action, in relation to all or any of the Security Assets;
- (b) to account as mortgagee in possession or for any loss upon realisation of any Security Asset;
- (c) for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under Clause 17 (*Currency*); or
- (d) for 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 Chargors);
- (e) for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,

except in the case of gross negligence^① or wilful misconduct on the part of that person.

12.2 General indemnity

12.2.1 Each Chargor shall indemnify the Security Agent, the Secured Parties and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses, and other liabilities incurred by them in respect of all or any of the following:

- (a) any act or omission by any of them in relation to all or any of the Security Assets;
- (b) any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- (c) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Debenture;

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- (d) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Debenture; and
- (e) any breach by that Chargor of any of its covenants or other obligations to the Security Agent or any other Secured Party,

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

- 12.2.2 Each Chargor shall pay interest at the Default Rate on the sums payable under this Clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

12.3 Indemnity out of the Security Assets

The Security Agent, the Secured Parties and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 12.2 (*General indemnity*).

13 Preservation of Security**13.1 Reinstatement**

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- (a) the liabilities of that Chargor and the Security created by that Chargor under this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Secured Parties shall be entitled to recover the value or amount of that Security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

13.2 Waiver of defences

Neither the Security created by this Debenture nor the obligations of any Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to that Chargor, the Security Agent or any other Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

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- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Finance Document or any other document; or
- (g) any insolvency, liquidation, administration or similar procedure.

13.3 Chargor intent

Without prejudice to the generality of Clause 13.2 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made;
- (d) carrying out restructurings;
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness;
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (i) any fees, costs and/or expenses associated with any of the foregoing.

13.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from that Chargor under this Debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.5 Appropriations

During the Security Period each Secured Party may:

- (a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 9.4 (*Application of moneys*), apply and enforce the same in such manner

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and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall be entitled to the benefit of the same; and

- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of the Secured Liabilities.

13.6 Deferral of Chargors' rights

During the Security Period and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under this Debenture or the enforcement of the Security created by this Debenture:

- (a) to receive or claim payment from, or be indemnified by any Obligor;
- (b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to exercise any right of set-off against any Obligor; and/or
- (e) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

13.7 Additional Security

This Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Secured Party.

13.8 New accounts

If any Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with each Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by each Borrower to that Secured Party:

- (a) shall be credited or be treated as having been credited to the new account of that Borrower; and
- (b) shall not operate to reduce the Secured Liabilities at the time when the Secured Party received or was deemed to have received such notice.

14 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Borrowers on the terms and subject to the conditions of the Finance Documents.

15 Further assurance**15.1 Registration at Companies House**

Each Chargor incorporated in a jurisdiction in the United Kingdom consents to the registration of the Security created under this Debenture at Companies House pursuant to Part 25 of the Companies Act 2006.

15.2 Further action

Each Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Security Agent may reasonably require in order to:

- (a) give effect to the requirements of this Debenture;
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this Debenture;
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this Debenture with any other Security over any assets of any Chargor; or
- (d) facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Security Agent, any Receiver or any administrator in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

15.3 Deposit of documents

Each Chargor covenants that, on the date of this Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Security Agent so requests), it shall deposit with the Security Agent, in respect of or in connection with the Security Assets:

- (a) all deeds, certificates and other documents of or evidencing title; and
- (b) any other documents which the Security Agent may from time to time require for perfecting its title, or the title of any purchaser.

15.4 Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in this Clause 15.

16 Power of attorney

Each Chargor irrevocably and by way of security appoints each of:

- (a) the Security Agent;
- (b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- (c) any Receiver,

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jointly and severally as its attorney, in its name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit at any time after the Security created by this Debenture has become enforceable or following the failure by the relevant Chargor to comply with a request from the Security Agent to take any action and sign or execute any further documents which that Chargor is required to take, sign or execute in accordance with this Debenture. Each Chargor agrees, promptly on the request of the Security Agent or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

17 Currency**17.1 The Spot Rate**

In this Clause 17, the **Spot Rate** means, in relation to the Security Agent or any other Finance Party, the spot rate of exchange of that Finance Party for the purchase of any currency with any other currency in the London foreign exchange market.

17.2 Conversion of moneys received

The Security Agent or any other Finance Party may convert any moneys received, recovered or realised in any currency under this Debenture (including the proceeds of any previous conversion under this Clause 17.2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

18 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Security Agent shall, unless any third party has any subrogation or other rights in respect of the Security created by this Debenture at that time, or shall procure that its appointees will, at the request and cost of the Chargors:

- (a) release the Security Assets from this Debenture; and
- (b) re-assign to the relevant Chargor those Security Assets that have been assigned to the Security Agent under Clause 3 (*Creation of Security*).

Section 93 of the Act shall not apply to this Debenture.

19 Additional Chargors**19.1 Delivery of Security Accession Deed**

19.1.1 The Parent may request that any Subsidiary or company that is to become a Subsidiary (the **New Chargor**) becomes a Chargor.

19.1.2 The New Chargor shall become a Chargor if the Parent and the New Chargor deliver to the Security Agent a duly completed and executed Security Accession Deed.

19.2 Chargor confirmations

Each Chargor agrees that the accession of a New Chargor to this Debenture will in no way prejudice or adversely affect its obligations under this Debenture or the Security granted by it under the Debenture.

20 Counterparts

This Debenture 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 Debenture.

21 Governing law and enforcement

21.1 Governing law

English law governs this Debenture, its interpretation and any non-contractual obligations arising from or connected with it.

21.2 Jurisdiction

- 21.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture) (a **Dispute**).
- 21.2.2 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.
- 21.2.3 Notwithstanding Clause 21.2.1, neither the Security Agent nor any other Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent and the other Secured Parties may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Debenture.

EXECUTION VERSION**Schedule 1 – Original Chargors**

	Name of Chargor	Registered number (or equivalent, if any) and jurisdiction of incorporation
1.	Totally Plc	Registered number: 03870101 Jurisdiction: England and Wales
2.	Totally Health Limited	Registered number: 07852893 Jurisdiction: England and Wales
3.	Premier Physical Healthcare Ltd	Registered number: 03376266 Jurisdiction: England and Wales
4.	About Health Limited	Registered number: 06607168 Jurisdiction: England and Wales
5.	Optimum Sports Performance Centre Limited	Registered number: 04908206 Jurisdiction: England and Wales
6.	Vocare Limited	Registered number: 09933257 Jurisdiction: England and Wales
7.	Totally Healthcare Limited	Registered number: 11847196 Jurisdiction: England and Wales
8.	Greenbrook Healthcare (Hounslow) Limited	Registered number: 06025335 Jurisdiction: England and Wales
9.	Premier Ergonomics Limited	Registered number: 06657435 Jurisdiction: England and Wales
10.	Core Ergonomics Limited	Registered number: 06910792 Jurisdiction: England and Wales
11.	Staffordshire Doctors Urgent Care Limited	Registered number: 08326632 Jurisdiction: England and Wales
12.	Greenbrook Healthcare (Surrey) Limited	Registered number: 06606995 Jurisdiction: England and Wales
13.	Greenbrook Healthcare (Earl's Court) Limited	Registered number: 07817650 Jurisdiction: England and Wales

Schedule 2 – Land

Part 1– Land

Name of Chargor	Description and address
Totally plc	Lease of Cardinal Square First Floor - West, 10 Nottingham Road, Derby, DE1 3QT
About Health Limited	Lease of Innovation Centre, Evolution Park, Haslingden Road, Blackburn, BB1 2FD
About Health Limited	Lease of ISSA Medical Centre, 73 St Gregory Rd, Preston, PR1 6YA
Greenbrook Healthcare (Hounslow) Limited	Lease of Accident & Emergency, Northwick Park Hospital, Watford Road, Harrow, HA1 3UJ
Greenbrook Healthcare (Hounslow) Limited	Lease of Hillingdon Urgent Care Centre
Greenbrook Healthcare (Hounslow) Limited	Lease of Central Middlesex Hospital, Royal Park, Urgent Treatment Centre
Greenbrook Healthcare (Hounslow) Limited	Lease of Unscheduled and Scheduled Services Clinic at Ealing Hospital, Uxbridge Road
Staffordshire Doctors Urgent Care Limited	Lease of Staffordshire House Operations Centre, Riverside 2, Stoke-On-Trent, ST4 4RJ
Staffordshire Doctors Urgent Care Limited	Lease of Arun House NHS 111 Call Centre, Dyson Court, Gillette Close, Staffordshire Technology Park, Stafford, Staffordshire, ST18 0LQ
Staffordshire Doctors Urgent Care Limited	Lease of premises at Royal Stoke University Hospital, Newcastle under Lyme
Vocare Limited	Lease of St Marys Urgent Care Centre – SMUCC, Paddington, London
Vocare Limited	Lease of Vocare House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW
Vocare Limited	Lease of First Floor, Hanover House, 76 Coombe Road, Kingston upon Thames - SWL 111
Vocare Limited	Lease of Second Floor, Hanover House, 76 Coombe Road, Kingston upon Thames
Vocare Limited	Lease of Michael House, Manor Court, Scarborough, IUCS

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Name of Chargor	Description and address
Vocare Limited	Lease of Unit 1, Horizon Court, Audax Close, York, YO30 4RB

Part 2– Registered Land

None as at the date of this Debenture.

Part 3– Unregistered Land

None as at the date of this Debenture.

Schedule 3 – Shares

Name of Chargor	Subsidiary	Number and class of shares
Totally Plc	Totally Health Limited	1 ordinary share of £1.00
Totally Plc	Premier Physical Healthcare Ltd	1,050 ordinary shares of £1.00 each 10 redeemable B preference shares of £2,500 each
Totally Plc	About Health Limited	300 A ordinary shares of £1.00 each
Totally Plc	Optimum Sports Performance Centre Limited	1,000 ordinary shares of £1.00 each
Totally Plc	Vocare Limited	23,256 ordinary shares of £0.005 each
Totally Plc	Totally Healthcare Limited	1 ordinary share of £1.00
Totally Plc	Greenbrook Healthcare (Hounslow) Limited	100 A ordinary shares of £1.00 each 150,000 B ordinary shares of £1.00 each
Totally Plc	Greenbrook Healthcare (Earl's Court) Limited	2 A ordinary shares of £1.00 each
Totally Health Limited	MyClinicalCoach Limited	1 ordinary share of £1.00

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Premier Physical Healthcare Limited	Premier Ergonomics Limited	2 ordinary shares of £1.00 each
Premier Ergonomics Limited	Core Ergonomics Limited	450 ordinary shares of £1.00 each
Premier Physical Healthcare Limited	Premier Health & Sport Therapy Ltd	100 ordinary shares of £1.00 each
Vocare Limited	Staffordshire Doctors Urgent Care Limited	100 ordinary shares of £1.00 each
Vocare Limited	Northern Doctors Urgent Care Limited	1 ordinary share of £1.00
Vocare Limited	Teesside Primary Care Community Interest Company	100 ordinary shares of £1.00 each
Vocare Limited	Teesside Urgent Care Community Interest Company	100 ordinary shares of £1.00 each
Vocare Limited	Tyneside Primary Care Community Interest Company	100 ordinary shares of £1.00 each
Vocare Limited	Primary Care North East Community Interest Company	2,500 ordinary shares of £1.00 each
Greenbrook Healthcare (Hounslow) Limited	Greenbrook Healthcare (Surrey) Limited	2 ordinary shares of £1.00 each

Schedule 4 – Form of notice for Assigned Agreements

[On relevant Chargor's notepaper.]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant Assigned Agreement]* dated **
between us and you (the **Agreement**)
- 2 We notify you that:
 - (a) under a debenture dated ** between, among others, us and **
[insert name of Security Agent] (the **Security Agent**) we have assigned to the
Security Agent for the benefit of itself and certain other banks and financial
institutions (together with the Security Agent, the **Secured Parties**) all our right, title
and interest in and to, and all benefits accruing under, the Agreement as security for
certain obligations owed to the Secured Parties;
 - (b) we may not agree to amend or terminate the Agreement without the prior written
consent of the Security Agent;
 - (c) until you receive written notice to the contrary from the Security Agent, you may
continue to deal with us in relation to the Agreement and credit all moneys to which
we are entitled under the Agreement to the following account in our name: **
[insert details of account]. After receipt of such written notice from the Security Agent
we will cease to have any right to deal with you in relation to the Agreement and from
that time you should deal only with the Security Agent; and
 - (d) you are authorised to disclose information relating to the Agreement to the Security
Agent on request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all
moneys to which we are entitled under the Agreement are credited to the account of
the Security Agent specified in that notice (and are not paid to us);
 - (b) give the Security Agent written notice of any breach of the Agreement as soon as you
become aware of it; and
 - (c) give the Security Agent not less than [30] days' written notice of your
[terminating/giving notice to terminate] the Agreement.

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- 4 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm that you:
- (a) agree to the terms of this notice and to act in accordance with its provisions;
 - (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
 - (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Agreement.
- 5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[insert name of Chargor]

Copy to: Security Agent

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of counterparty]

Date: **

Schedule 5 – Form of notice for Insurances

[On relevant Chargor's notepaper.]

To: ** *[insert name and address of insurance company]*

Attention: **

Date: **

Dear Sirs

Notice of assignment

- 1 We refer to the ** *[specify the relevant insurance policy]* dated **
between us and you (the **Policy**)
- 2 We notify you that:
 - (a) under a debenture dated ** between, among others, us and **
[insert name of Security Agent] (the **Security Agent**) we have assigned to the
Security Agent for the benefit of itself and certain other banks and financial
institutions (together with the Security Agent, the **Secured Parties**) all our right, title
and interest in and to, and all benefits accruing under, the Policy as security for
certain obligations owed to the Secured Parties;
 - (b) we may not agree to amend or terminate the Policy without the prior written consent
of the Security Agent;
 - (c) until you receive written notice to the contrary from the Security Agent, you may
continue to deal with us in relation to the Policy and credit all moneys to which we are
entitled under the Policy to the following account in our name: ** *[insert
details of account]*. After receipt of such written notice from the Security Agent we will
cease to have any right to deal with you in relation to the Policy and from that time
you should deal only with the Security Agent; and
 - (d) you are authorised to disclose information relating to the Policy to the Security Agent
on request.
- 3 We request that you:
 - (a) after receipt of written notice in accordance with paragraph 2(c), ensure that all
moneys to which we are entitled under the Policy are credited to the account of the
Security Agent specified in that notice (and are not paid to us);
 - (b) note on the Policy the Security Agent's security interest under the Debenture; and
 - (c) give the Security Agent not less than [30] days' written notice of your
[terminating/giving notice to terminate] the Policy or allowing the Policy to lapse.
- 4 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to
us) to confirm that you:

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- (a) agree to the terms of this notice and to act in accordance with its provisions;
- (b) have not received notice that we have assigned our rights under the Policy to a third party or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party; and
- (c) have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us, any right of set-off, counter-claim or other right relating to the Policy.

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[insert name of Chargor]

Copy to: Security Agent

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Parent]** [(on behalf of all the Chargors)]

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of insurance company]

Date: **

Schedule 6 – Form of notice for Derivative Contracts

[On relevant Chargor's notepaper.]

To: ** *[insert name and address of counterparty]*

Attention: **

Date: **

Dear Sirs

Notice of charge

- 1 We refer to the ** *[specify the relevant Derivative Contract]* dated **
between us and you (the **Agreement**)
- 2 We notify you that:
 - (a) under a debenture dated ** between, among others, us and **
[insert name of Security Agent] (the **Security Agent**) we have granted to the Security Agent for the benefit of itself and certain other banks and financial institutions (together with the Security Agent, the **Secured Parties**) a fixed charge over our right to receive all moneys payable under the Agreement as security for certain obligations owed to the Secured Parties;
 - (b) we may not agree to amend or terminate the Agreement without the prior written consent of the Security Agent; and
 - (c) you are authorised to disclose information relating to the Agreement to the Security Agent on request.
- 3 We request that you:
 - (a) ensure that all moneys payable to us under the Agreement are credited to an account nominated by the Security Agent (and are not paid to us);
 - (b) give the Security Agent written notice of any breach of the Agreement as soon as you become aware of it; and
 - (c) give the Security Agent not less than [30] days' written notice of your *[terminating/giving notice to terminate]* the Agreement or any transaction entered into under the Agreement.
- 4 Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm that you:
 - (a) agree to the terms of this notice and to act in accordance with its provisions; and
 - (b) have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

EXECUTION VERSION

5 The provisions of this notice are governed by English law.

Yours faithfully

.....

for and on behalf of

[insert name of Chargor]

Copy to: Security Agent

[On acknowledgement copy]

To: **[insert name and address of Security Agent]**

Copy to: **[insert name and address of Chargor]**

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 4.

.....

for and on behalf of

[insert name of counterparty]

Date: **

Schedule 7 – Current Accounts

Name of Chargor	Account bank	Sort code	Account number
Totally plc	National Westminster Bank Plc		
Totally plc	National Westminster Bank Plc		
Totally Healthcare Limited	National Westminster Bank Plc		
About Health Limited	National Westminster Bank Plc		
About Health Limited	National Westminster Bank Plc		
Premier Physical Healthcare Ltd	National Westminster Bank Plc		
Premier Physical Healthcare Ltd	Bank of Scotland plc		
Optimum Sports Performance Centre Limited	National Westminster Bank Plc		
Staffordshire Doctors Urgent Care Limited	National Westminster Bank Plc		
Staffordshire Doctors Urgent Care Limited	The Co-operative Bank plc		
Staffordshire Doctors Urgent Care Limited	The Co-operative Bank plc		
Vocare Limited	National Westminster Bank Plc		
Vocare Limited	The Co-operative Bank plc		
Vocare Limited	The Co-operative Bank plc		
Greenbrook Healthcare (Hounslow) Limited	National Westminster Bank Plc		
Greenbrook Healthcare (Hounslow) Limited	The Royal Bank of Scotland plc		
Greenbrook Healthcare (Hounslow) Limited	The Royal Bank of Scotland plc		
Greenbrook Healthcare (Earl's Court) Limited	The Royal Bank of Scotland plc		
Greenbrook Healthcare (Surrey)	The Royal Bank of Scotland plc		

EXECUTION VERSION

Name of Chargor	Account bank	Sort code	Account number
Limited			

Schedule 8 – Forms of letter to and from the Account Bank

Part 1 – Notice to Account Bank regarding the Controlled Account(s)

[On relevant Chargor's notepaper.]

To: ** [insert name and address of Account Bank]

Date: **

Dear Sirs

Debenture dated [] between (among others) [Chargor] and ** [Security Agent] (the Debenture)**

We refer to the account which we hold with you numbered **, sort code **, as it may from time to time be re-designated or re-numbered (the **Controlled Account**).

We are writing to give you notice of certain rights in respect of the Controlled Account that we have granted to ** [Security Agent] in its capacities (as applicable) as agent and security trustee for certain banks and financial institutions (the **Bank**).

Under the Debenture we have [charged by way of fixed charge in favour of][assigned absolutely to] the Bank all amounts standing to the credit of the Controlled Account from time to time (the **Deposit**) and all of our right, title and interest in, and relating to, the Controlled Account.

["....we have [charged by way of fixed charge in favour of][assigned absolutely to] the Security Agent...." Delete whichever square bracketed option is inappropriate (see Clause 3.6 (Controlled Accounts) and remove the square brackets from the option which is appropriate.)]

Regardless of any previous authorisations or instructions which we may have given you and without making any enquiry as to the justification for the matter, we irrevocably authorise and instruct you:

- (a) to disclose to the Bank any information relating to us, the Controlled Account and the Deposit which the Bank may from time to time request you to disclose to it;
- (b) to hold the Deposit to the order of the Bank, and not permit the whole or any part of the Deposit to be withdrawn by us;
- (c) to pay or release all or any part of the Deposit, and generally to act in relation to the Deposit, only in accordance with the written instructions of the Bank;
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Controlled Account or the Deposit which you may receive from the Bank; and
- (e) not, without the prior written consent of the Bank, to renew or roll over the Deposit for a fixed period exceeding [three][six] months].

EXECUTION VERSION

The instructions and authorisations contained in this letter may not be revoked or varied without the written agreement of the Bank.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Bank in the form attached, with a copy to ourselves.

Yours faithfully,

.....

for and on behalf of ** [Chargor]

copy: [Security Agent]

EXECUTION VERSION

Part 2 – Notice to Account Bank regarding the Holding Accounts

[On relevant Chargor's notepaper.]

To: ** [insert name and address of Account Bank]

Date: **

Dear Sirs

Debenture dated [] between (among others) [Chargor] and ** [Security Agent] (the Debenture)**

- 1 We refer to the account which we hold with you numbered **, sort code **, as it may from time to time be re-designated or re-numbered (the **Holding Account**).
- 2 We are writing to give you notice of certain rights in respect of the Holding Account that we have granted to ** [Security Agent] in its capacities (as applicable) as agent and security trustee for certain banks and financial institutions (the **Bank**).
- 3 Under the Debenture we have charged by way of floating charge to the Bank all amounts standing to the credit of the Holding Account from time to time (the **Deposit**) and all of our right, title and interest in, and relating to, the Holding Account.
- 4 We notify you that:
 - (a) until such time as you have received notice from the Bank under paragraph 6 below, you may accept instructions from either the Bank or ourselves for the withdrawal of moneys from the Holding Account;
 - (b) after you have received notice from the Bank under paragraph 6 below we may not withdraw any moneys from the Holding Account without first obtaining the prior written consent of the Bank;
 - (c) there is a prohibition in the Debenture on the creation of any further security interest over the Holding Account; and
 - (d) you are authorised to disclose information relating to the Holding Account to the Bank on the request of the Bank.
- 5 After you have received notice from the Bank under paragraph 6 below, we irrevocably authorise and instruct you to:
 - (a) hold all moneys from time to time standing to the credit of the Holding Account to the order of the Bank; and
 - (b) pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.
- 6 By counter-signing this notice the Bank confirms that you may accept instructions from us to make withdrawals from the Holding Account (without prejudice to any restrictions on our right to make such withdrawals under the Facility Agreement referred to in the Debenture) until

EXECUTION VERSION

such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Bank in the form attached, with a copy to ourselves.

Yours faithfully,

.....

[Chargor]

.....

** [Security Agent]

Part 3 – Notice to Account Bank regarding the Current Accounts

[On relevant Chargor's notepaper.]

To: ** [insert name and address of Account Bank]

Date: **

Dear Sirs

Debenture dated [] between (among others) [Chargor] and ** [Security Agent] (the Debenture)**

- 1 We refer to the follows accounts we hold with you, as they may from time to time be re-designated or re-numbered:
 - (a) [insert Account Number/Sort Code for each Current Account held by the relevant Chargor];
 - (b) **

(the **Current Accounts**).
- 2 We are writing to give you notice of certain rights in respect of the Current Accounts that we have granted to ** [Security Agent] in its capacities (as applicable) as agent and security trustee for certain banks and financial institutions (the **Bank**).
- 3 Under the Debenture we have charged by way of floating charge to the Bank all amounts standing to the credit of each Current Account from time to time (each a **Deposit** and together the **Deposits**) and all of our right, title and interest in, and relating to, each Current Account.
- 4 We notify you that:
 - (a) after you have received notice from the Bank under paragraph 6 below, we may not withdraw any moneys from any Current Account without first obtaining the prior written consent of the Bank;
 - (b) there is a prohibition in the Debenture on the creation of any further security interest over any Current Account; and
 - (c) you are authorised to disclose information relating to the Current Accounts to the Bank on the request of the Bank.
- 5 After you have received notice from the Bank under paragraph 6 below, we irrevocably authorise and instruct you to:
 - (a) hold all moneys from time to time standing to the credit of each Current Account to the order of the Bank; and
 - (b) pay all or any part of those moneys to the Bank (or as it may direct) promptly following receipt of written instructions from the Bank to that effect.

EXECUTION VERSION

- 6 By counter-signing this notice the Bank confirms that you may accept instructions from us to make withdrawals from each Current Account (without prejudice to any restrictions on our right to make such withdrawals under the Facility Agreement referred to in the Debenture) until such time as the Bank shall notify you (with a copy to us) in writing that its permission is withdrawn.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank.

This letter is governed by English law.

Please confirm your agreement to the above by sending an acknowledgement to the Bank in the form attached, with a copy to ourselves.

Yours faithfully,

.....

[Chargor]

.....

[Security Agent]

Part 4 – Form of acknowledgements from Account Bank

[On Account Bank's notepaper]

[When preparing the form of acknowledgement letter to attach to a notice, delete/amend the references to "[Controlled Account]"[Holding Account]"[Current Accounts]" below as appropriate depending on the Account(s) to which the notice refers. Delete this note and any other square bracketed notes in italics below before the form of acknowledgement is sent to the Account Bank.]

To: ** *[insert name and address of Security Agent]*

Attention: **

Date: **

Dear Sirs

Debenture dated [] between (among others) [Chargor] and **
[Security Agent] (the Debenture)**

We acknowledge receipt of a notice (the **Notice**) from ** (the **Chargor**) dated ** of the security granted by the Chargor to the Bank over the [Controlled Account][Holding Account][Current Accounts] under the Debenture.

Words defined in the Notice have the same meaning in this letter.

We confirm that:

- (a) we acknowledge receipt of the Notice and accept the authorisations and instructions contained in the Notice and we undertake to comply with its terms;
- (b) we have not received notice of:
 - (i) any other assignment of or encumbrance over the [Controlled Account][Holding Account][Current Accounts] or [the][any] Deposit; or
 - (ii) any interest, claim or right in or to them by any third party,
 and we shall promptly give you notice of any such actual, potential or asserted assignment, encumbrance, interest, claim or right of which we become aware; and
- (c) we do not, and will not, hold or otherwise have the benefit of any security interest or other encumbrance over the [Controlled Account][Holding Account][Current Accounts] or [the][any] Deposit[other than in our capacity as Security Agent for the Secured Parties referred to in the Debenture]; and
- (d) we will not exercise any right of combination, consolidation, merger or set-off which we may have in respect of the [Controlled Account][Holding Account][Current Accounts] except for the netting of credit and debit balances pursuant to current account netting arrangements expressly permitted under the Finance Documents (as that term applies in the Debenture) or if:
 - (i) at the time of exercising that right, we are a Secured Party (as that term applies in the Debenture);

EXECUTION VERSION

- (ii) we exercise that right in respect of an obligation which purports to be secured under the Debenture; and
- (iii) we exercise that right pursuant to, or in accordance with, the terms of the Finance Documents (as that term applies in the Debenture).

We are aware that you are relying on this letter in connection with your rights under the Debenture.

This letter is governed by English law.

Yours faithfully,

.....
for and on behalf of ** [Account Bank]

copy: [Chargor]

Schedule 9 – Form of Security Accession Deed

Security Accession Deed

Dated

Between

- (1) ** Limited, a company incorporated under the laws of [England and Wales] with registered number ** (the **New Chargor**);
- (2) ** Limited, a company incorporated under the laws of [England and Wales] with registered number ** (the **Parent**); and
- (3) ** as trustee for itself and the Secured Parties (the **Security Agent**) .

Recitals

This deed is supplemental to a debenture dated ** between, among others, the Parent[, the Chargors named in it] and the Security Agent (as supplemented and amended from time to time, the **Debenture**).

This deed witnesses

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Debenture shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.

2 Accession of New Chargor

The 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 except that:

- (a) where any representation or obligation of the Chargors in the Debenture applies on, or by reference to, the date of the Debenture, that representation or obligation shall, for the New Chargor, apply on, or by reference to, the date of this Deed instead;
- (b) where any representation or obligation of the Chargors in the Debenture refers to information in Schedule 2 (*Land*), Schedule 3 (*Shares*) or Schedule 7 (*Current Accounts*) of the Debenture, for the New Chargor that representation or obligation shall be deemed to refer to the information in the equivalent Schedule of this Deed; and

EXECUTION VERSION

- (c) where any term of the Debenture (including any form of notice in the Debenture) refers to Security created under the Debenture, for the New Chargor, that term shall be deemed to refer to Security created under this Deed.

3 Creation of Security

The New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the Debenture provided that:

- (a) the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);
- (b) the Shares mortgaged or (if and to the extent that the mortgage does not take effect as a mortgage) charged by way of fixed charge shall include the Shares referred to in Schedule 2 (*Shares*);
- (c) the Controlled Accounts charged by way of [fixed charge][assignment] shall include those set out in Schedule 3 (*Controlled Accounts*);
- (d) the Current Accounts of the New Chargor are those set out in Schedule 4 (*Current Accounts*); and
- (e) the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 5 (*Assigned Agreements*).

4 No default

The Parent confirms that no Default is continuing or will occur as a result of the New Chargor becoming a Chargor.

5 Law

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1 – Land**Schedule 2 – Shares****Schedule 3 – Controlled Accounts****Schedule 4 – Current Accounts****Schedule 5 – Assigned Agreements**

EXECUTION VERSION

Signatories to Security Accession Deed [do not sign]

New Chargor

Executed as a deed by)
** [New Chargor])
acting by two Directors or)
one Director and its Secretary)

Director

Director/Secretary

Parent

Executed as a deed by)
Totally Plc)
acting by two Directors or)
one Director and its Secretary)

Director

Director/Secretary

Security Agent

Executed for and on behalf of)
National Westminster Bank PLC)

EXECUTION VERSION

Signatories to Debenture

The Parent

Executed as a deed by)
TOTALLY PLC acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted]
Robert Ng

Name of witness:

Address: [Redacted]
.....
.....

The Chargors

Executed as a deed by)
TOTALLY PLC acting by a) Lisa Barter -Ng
director in the presence of:) Director

Signature of witness:
Name of witness: [Redacted] Robert Ng
Address:
.....
.....

Parent's Address: [Redacted]
.....
.....

EXECUTION VERSION

Executed as a deed by)
Totally Health Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness:
Robert Ng

Name of witness:

Address:
.....
.....

Executed as a deed by)
Premier Physical Healthcare Ltd)
acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness:
Robert Ng

Name of witness:

Address:
.....
.....

EXECUTION VERSION

Executed as a deed by) 
About Health Limited acting by a)
director in the presence of:) Director Wendy Lawrence

Signature of witness: .....

Name of witness: Anthony Derek Blakemore

Address: .....
.....
.....

Executed as a deed by) 
Optimum Sports Performance Centre)
Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: .....

Name of witness: Robert Ng

Address: .....
.....
.....

EXECUTION VERSION

Executed as a deed by)
Vocare Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted]

Name of witness: Robert Ng

Address: [Redacted]
[Redacted]
[Redacted]

Executed as a deed by)
Totally Healthcare Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted]

Name of witness: Robert Ng

Address: [Redacted]
[Redacted]
[Redacted]

EXECUTION VERSION

Executed as a deed by)
Greenbrook Healthcare (Hounslow))
Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted] ..
Robert Ng

Name of witness: ..

Address: [Redacted] ..
[Redacted] ..
.....

Executed as a deed by)
Premier Ergonomics Limited)
acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted] ..

Name of witness: Robert Ng ..

Address: [Redacted] ..
[Redacted] ..
.....

EXECUTION VERSION

Executed as a deed by)
Core Ergonomics Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness:)
Robert Ng

Name of witness:)

Address:)
)
)

Executed as a deed by)
Staffordshire Doctors Urgent Care)
Limited acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness:)
Robert Ng

Name of witness:)

Address:)
)
)

EXECUTION VERSION

Executed as a deed by)
Greenbrook Healthcare)
(Surrey) Limited)
acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted]

Name of witness: Robert Ng

Address: [Redacted]
.....

Executed as a deed by)
Greenbrook Healthcare)
(Earl's Court) Limited)
acting by a)
director in the presence of:) Director Lisa Barter-Ng

Signature of witness: [Redacted]

Name of witness: Robert Ng

Address: [Redacted]
.....

EXECUTION VERSION

The Security Agent

Signed for and on behalf of
National Westminster Bank Plc

)
)



Cian McCarrick