

MR01

Particulars of a charge

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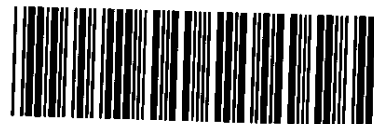
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the la

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument. Use form MR08.

TUESDAY



A11 \*A7KJG26Z\* #316  
11/12/2018  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number ☒ 0 7 5 6 8 9 7 8  
Company name in full OHC London Holdings Limited

**3** For official use  
→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d 0 d 3 m 1 m 2 y 2 y 0 y 1 y 8

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name BMO Harris Bank N.A.

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

All present and future freehold land (excluding any property which constitutes Excluded Property) and all Intellectual Property pursuant to clause 3 of the accompanying copy instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space

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### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

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### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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### Signature

Please sign the form here.

Signature

Signature

X

Simmons & Simmons LLP

CAR

10/12/18

X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Amanda Gardam (096647-00005)

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7568978

Charge code: 0756 8978 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2018 and created by OHC LONDON HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2018.

*DX*

Given at Companies House, Cardiff on 15th December 2018



**Companies House**



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

DEED OF ACCESSION TO THE SECURITY AGREEMENT

THIS DEED is dated 3 December 2018 and made

BETWEEN:

(1) **14 CURZON STREET 1 LIMITED** (incorporated in England and Wales with registered number 07467580);

**14 CURZON STREET 2 LIMITED** (incorporated in England and Wales with registered number 10113647);

**OPEN HEALTH COMMUNICATIONS LLP** (incorporated in England and Wales with registered number OC360224);

**OPEN VP HOLDINGS LIMITED** (incorporated in England and Wales with registered number 07913835);

**OHC LONDON HOLDINGS LIMITED** (incorporated in England and Wales with registered number 07568978);

**PH ASSOCIATES LIMITED** (incorporated in England and Wales with registered number 03832368);

**EARTH WORKS DIGITAL LIMITED** (incorporated in England and Wales with registered number 07916761);

**LEC COMMUNICATIONS LIMITED** (incorporated in England and Wales with registered number 03140767);

**OPEN LEC LIMITED** (incorporated in England and Wales with registered number 02779179);

**REYNOLDS-MACKENZIE LIMITED** (incorporated in England and Wales with registered number 05249856);

**SUCCINCT COMMUNICATIONS LIMITED** (incorporated in England and Wales with registered number 03849470);

**CHOICE HEALTHCARE SOLUTIONS LIMITED** (incorporated in England and Wales with registered number 04072985);

**LIBERUM INDEPENDENT MEDICAL EDUCATION LIMITED** (incorporated in England and Wales with registered number 10276499);

**HARVEY WALSH LIMITED** (incorporated in England and Wales with registered number 04575510); and

**OHC US HOLDINGS LTD** (incorporated in England and Wales with registered number 09910114),

(each an "Additional Chargor");

WE CERTIFY THAT, SAVE FOR THE MATERIAL REDACTED PURSUANT TO s.859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Simmons & Simmons LLP  
Signed (firm name)

LAXR  
Initials of Signatory

10/12/18  
Dated (DDMM/YY)

[illegible]

- (2) **OH PE HOLDINGS LIMITED** (for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below) (the "Company"); and
- (3) **BMO HARRIS BANK N.A.** as administrative agent (in such capacity, together with its permitted assigns, the "Agent") for the Lenders, the L/C Issuers and each other Secured Party.

**BACKGROUND:**

- (A) Each Additional Chargor is a Subsidiary of the Company.
- (B) The Company has entered into a security agreement dated 16 November 2018 (the "Security Agreement") between the Company, the Chargors under and as defined in the Security Agreement and the Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement.
- (D) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

**IT IS AGREED** as follows:

**Interpretation**

**1.1 Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

**1.2 Construction**

The other provisions of Clauses 1.2 (*Construction*) and 1.5 (*Declaration of Trust*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

**1.3 Designation**

This Deed is a UK Collateral Document.

**2. Accession**

With effect from the date of this Deed, each Additional Chargor:

- (A) will become a party to the Security Agreement as a Chargor;
- (B) will make all of the representations and warranties and give all of the undertakings set out in the Security Agreement which are expressed to be made or given by a Chargor; and

- (C) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor save for, in the case of Choice Healthcare Solutions Limited in relation to clause 9.2 (Certificated Investments) of the Security Agreement, that the obligation to deposit with the Agent all stock and share certificates and other documents of title relating to the Investments, together with stock transfer forms executed in blank and left undated shall be on the basis of commercially reasonable endeavours.

### 3. **Creation of Security**

#### 3.1 **Liens generally**

All the Security created, or expressed to be created, under this Deed:

- (A) is created in favour of the Agent;
- (B) is created over the present and future assets of each Additional Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

#### 3.2 **Land**

- (A) Each Additional Chargor charges:

- (1) by way of a first legal mortgage all estates or interests in any freehold property now owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property, including the freehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
- (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property,

in each case, excluding any property which constitutes Excluded Property

- (B) A reference in this Deed to a mortgage or charge of any freehold property includes:
  - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
  - (2) the benefit of any covenants for title given or entered into by any predecessor in title of each Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 3.3 Investments

- (A) Each Additional Chargor charges by way of a first fixed charge all of its rights and interests in the Investments (including any specified in Part 2 of the Schedule to this Deed (*Investments*)).
- (B) A reference in this Deed to any mortgage or charge of any Investments includes:
  - (1) any dividend or interest paid or payable in relation to it;
  - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise; and
  - (3) any right under any custodian or other agreement in relation to it.

### 3.4 Contracts

- (A) Each Additional Chargor assigns absolutely (subject to a proviso for reassignment on redemption) to the Agent all of its rights and interests in, to and under all the agreements or documents specified in Part 3 of the Schedule to this Deed (*Assigned Contracts*), for the avoidance of doubt, including only material contracts evidencing the payment or receipt of monies of USD \$5,000,000 or more (or its equivalent in other currencies), excluding any agreement or document which constitutes Excluded Property.
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and Clause 3.4(B), each Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party, excluding any agreement or document which constitutes Excluded Property.
- (D) If an Additional Chargor assigns an agreement or document under this Deed (or charges it by way of a fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
  - (1) that Additional Chargor shall promptly notify the Agent;
  - (2) the assignment or charge will not take effect until that consent is obtained;
  - (3) unless the Agent otherwise requires, that Additional Chargor shall, and each other Chargor shall ensure that the Additional Chargor shall, use all reasonable endeavours to obtain the consent as soon as reasonably practicable; and

- (4) the Additional Chargor must promptly supply to the Agent a copy of the consent obtained by it.

### **3.5 Bank accounts**

Each Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any specified in Part 4 of the Schedule to this Deed (*Bank Accounts*)) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

### **3.6 Book debts etc.**

Each Additional Chargor charges by way of a first fixed charge:

- (A) all of its book and other debts;
- (B) all other moneys due and owing to it; and
- (C) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A) and Clause 3.6(B),

in each case, excluding any Excluded Property.

### **3.7 Insurances**

- (A) Each Additional Chargor assigns absolutely (subject to a proviso for reassignment on redemption) to the Agent:

- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
- (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance,

in each case, excluding any Excluded Property.

- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any part of this Clause or are not effectively assigned under Clause 3.7(A) or Clause 3.7(B), each Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

### **3.8 Plant and machinery**

Each Additional Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Part 5 of the Schedule to this Deed (*Plant and Machinery*) but excluding any Excluded Property), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

### 3.9 Intellectual Property

Each Additional Chargor charges by way of first fixed charge all its Intellectual Property including any specified in Part 6 of the Schedule to this Deed (*Intellectual Property*).

### 3.10 Authorisations

Each Additional Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

### 3.11 Goodwill

Each Additional Chargor charges by way of first fixed charge its goodwill but excluding any Excluded Property.

### 3.12 Uncalled capital

Each Additional Chargor charges by way of first fixed charge its uncalled capital but excluding any Excluded Property.

### 3.13 LLP

Each Additional Chargor assigns absolutely (subject to a proviso for reassignment on redemption) to the Agent:

- (A) its Member's Interests; and
- (B) all of its right, title and interest in and to the Related Rights,  
including all rights of enforcement of the same.

### 3.14 Floating charge

- (A) Each Additional Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed (including all Excluded Property).
- (B) The floating charge created by each Additional Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Agent may appoint an administrator to each Additional Chargor pursuant to that paragraph.
- (D) The Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the relevant Additional Chargor specifying the relevant Charged Property (either specifically or generally):
  - (1) on the occurrence of an Enforcement Event; and/or

- (2) if the Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process, in each case, which will or could reasonably be expected to affect the priority or enforceability of the Transaction Security or the rights of the Secured Parties under the Loan Documents.

(E) If:

- (1) any Additional Chargor takes any step to create any Liens in breach of Clause 7.1 (*Negative Pledge*) of the Security Agreement over any of the Charged Property not subject to a mortgage or fixed charge;
- (2) an administrator is appointed or the Agent receives notice of an intention to appoint an administrator in respect of any Additional Chargor; or
- (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

### 3.15 Charge restriction

(A) There shall be excluded from any fixed charge or legal assignment created by this Clause 3 and from the operation of Clause 6 (*Further Assurance*) of the Security Agreement:

- (1) any leasehold property held by an Additional Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Additional Chargor from creating any charge over its leasehold interest; and
- (2) any Intellectual Property in which an Additional Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) that Additional Chargor from creating any charge over its interest in that Intellectual Property,

in each case until the relevant condition or waiver has been satisfied or obtained.

(B) For all leasehold property or Intellectual Property referred to in paragraph (A) above, each relevant Additional Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition as soon as reasonably practicable after the date of this Deed (or, if later, the date of acquisition of such leasehold property or Intellectual Property) and to use all reasonable endeavours for a period of not less than 20 Business Days to obtain such consent as soon as possible and to keep the Agent informed of the progress of its negotiations.

- (C) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Agent under this Clause 3. If required by the Agent, at any time following receipt of that waiver or consent, the relevant Additional Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Agent shall reasonably require.

#### **3.16 LLP acknowledgement**

Any Additional Chargor which is an LLP:

- (A) confirms that this Deed constitutes notice in writing to the LLP and acknowledgement by the LLP of the Liens over each applicable Chargor's Member's Interest and Related Rights contained in this Deed; and
- (B) consents to the Liens created by this Deed.

#### **4. Restrictions on Dealing**

##### **4.1 Negative pledge**

No Additional Chargor shall create or permit to subsist any Liens over any Charged Property, nor do anything which is prohibited by Section 5.1 (Limitation on Liens) of the Credit Agreement except as permitted or not prohibited by the Credit Agreement.

##### **4.2 Disposals**

No Additional Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted or not prohibited by the Credit Agreement.

#### **5. Amendment**

The parties agree that the definition of "Excluded Property" in clause 1.1 (*Definitions*) of the Security Agreement is deleted and replaced with the following:

“**Excluded Property**” means collectively, (i) any fee-owned real Property with a fair market value less than or equal to \$1,000,000 (or its equivalent in other currencies) individually and all leasehold interests in real Property; (ii) commercial tort claims with a value less than \$1,000,000 (or its equivalent in other currencies); (iii) vehicles, airplanes and other assets subject to certificates of title; (iv) assets to the extent a security interest in such assets would result in a material adverse tax consequence (for the avoidance of doubt, excluding any Companies House registration or similar filing fees or taxes) as determined in good faith by the Company; (v) assets as to which the Agent and the Company reasonably agree that the cost or other consequence of obtaining a fixed charge or legal assignment (included through perfection steps required to create a fixed charge or legal assignment) are excessive in relation to the value afforded thereby; (vi) any governmental licenses or state or local franchises, charters and authorizations, to the extent security interests in such licenses, franchises, charters or authorizations are prohibited or restricted thereby; (vii) interests in joint ventures and non-wholly-owned Subsidiaries which require the consent of third parties (other than a Credit Party) in order to be subject to a fixed charge or legal assignment; (viii) Property owned by any Chargor that is subject to a purchase money Lien, a Capital Lease or similar arrangement to the extent the granting of a fixed charge over or legal assignment of such Property is prohibited thereby or otherwise requires the consent of any Person other than a Credit Party and its Affiliates (unless such consent has been obtained (it being understood that there shall be no obligation to obtain such consent)); (ix) any Excluded UK Account; and (x) interests in OH Investors Limited and Accretio Limited; provided however that “Excluded Property” shall not include any proceeds, products, substitutions of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property).”

6. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed;
- (B) the Security Agreement shall be read and construed as if the Additional Chargor had been an original party in the capacity of a Chargor;
- (C) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (D) the Company, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

7. **Governing law**

This Deed and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

## **SCHEDULE TO DEED OF ACCESSION**

### **PART 1: MORTGAGED PROPERTY**

None as at the date of this deed.

### **PART 2: INVESTMENTS**

<b>Chargor</b>	<b>Investment</b>
<b>14 Curzon Street 1 Limited</b>	1 Share of £1.00 in 14 Curzon Street 2 Limited
<b>Open Health Communications LLP</b>	<ol style="list-style-type: none"><li>100 Ordinary Shares of £1.00 each in OHC London Holdings Limited</li><li>71 Ordinary Shares of £1.00 each in Open VP Holdings Limited</li></ol>
<b>OHC London Holdings Limited</b>	<ol style="list-style-type: none"><li>1,000 Ordinary Shares of £1.00 each in Reynolds-MacKenzie Limited</li><li>4,500 A Ordinary Shares of £1.00 each and 2,250 B Ordinary Shares of £1.00 each in LEC Communications Limited</li><li>900 Ordinary Shares £1.00 each and 200 A Ordinary Shares of £0.01 each in Succinct Communications Limited</li><li>800 Ordinary Shares £0.25 each in Harvey Walsh Limited</li><li>390 Ordinary Shares £0.50 each in Earthworks Digital Limited</li><li>100,000 Founder Ordinary Shares of £0.01 each and 4,400 Employees Ordinary Shares £0.01 each in pH Associates Limited</li><li>840,100 shares of \$1.00 each in OHC US Holdings Limited</li><li>2,501,425 Ordinary Shares £0.10 each in Choice Healthcare Solutions Limited</li><li>1 Ordinary Share £1.00 in Liberum Independent Medical Education Limited</li></ol>
<b>LEC Communications Limited</b>	9,000 shares of £1.00 each in Open LEC Limited
<b>Choice Healthcare Solutions Limited</b>	50 Shares in Open Health Communications FZ-LLC
<b>OHC US Holdings Ltd</b>	1,000 of \$0.01 each in Open Health Inc.

### PART 3: ASSIGNED CONTRACTS

Date	Description	Parties
16 November 2018	Agreement for the sale and purchase of the entire issued share capital in 14 Curzon Street 1 Limited and the interests in Open Health Communications LLP.	14 Curzon Street 2 Limited  Chime Communications Limited (as Seller), OH PE Holdings Limited (as Buyer), the Managers (as defined therein)
16 November 2018	Management warranty deed relating to Open Health Communications LLP	14 Curzon Street 2 Limited  The Warrantors (as defined therein) and OH PE Holdings Limited (as Buyer)
On or about the date of this deed	Transitional Services Agreement	Chime Communications Limited (as Supplier), Open Health Communications LLP (as Recipient) and Good Relations Limited.

### PART 4: BANK ACCOUNTS

Chargor	Name of Bank	Account Number	Sort Code
Open Health Communications LLP	NATWEST	██████████ ██████████ ██████████ ██████████	██████████ ██████████ ██████████ ██████████
OHC London Holdings Limited	NATWEST	██████████	██████████
pH Associates Limited	NATWEST	██████████ ██████████ ██████████	██████████ ██████████ ██████████
Earth Works Digital Limited	NATWEST	██████████ ██████████ ██████████	██████████ ██████████ ██████████

Reynolds-Mackenzie Limited	NATWEST	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
Succinct Communications Limited	NATWEST	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
Succinct Communications Limited	HSBC	[REDACTED]	[REDACTED]
Choice Healthcare Solutions Limited	NATWEST	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
Liberum Independent Medical Education Limited	NATWEST	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
Harvey Walsh Limited	NATWEST	[REDACTED]	[REDACTED]
OHC US Holdings Ltd	NATWEST	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]

#### **PART 5: PLANT AND MACHINERY**


None at the date of this Deed.

## PART 6: INTELLECTUAL PROPERTY

**For patents:**

None at the date of this Deed.

**For registered trade marks:**

Proprietor	Jurisdiction	Application Number / Registration Number	Class Number	Mark
Harvey Walsh Limited	UK	UK00002613614	44 – for Medical information retrieval service, provision of information relating to medicine, provision of medical information, provision of information relating to healthcare provided on-line from a computer database or the Internet.	

**For registered designs:**

None at the date of this Deed.

**For domain names:**

Proprietor	Domain Name	Expiry Date
Open Health Communications LLP	accretio.co.uk	16/01/2019
	adpkdmeeting.co.uk	30/08/2020
	bopadev.co.uk	26/07/2020
	bopastudyday.co.uk	10/01/2019
	bopasymposium.org	03/02/2020
	bopasymposium.org.uk	03/02/2020
	bopawebsite.org	19/05/2026
	breastcancer.org.uk	28/10/2019
	cancercongressupdate.org.uk	02/04/2019
	cgbr240918.co.uk	05/09/2020

challengesinhiv.co.uk	30/06/2020
clinicalcarepathways.co.uk	23/05/2019
colorectalcancer.org.uk	28/10/2019
commissioningcancer.co.uk	27/06/2022
commissioningcancer.uk	23/10/2019
eventsform.com	23/08/2020
eventsforms.com	22/08/2020
lcndg.org.uk	20/11/2018
lec-health.co.uk	06/05/2020
lec-health.com	07/11/2018
lec.london	27/08/2020
leclondon.co.uk	13/01/2020
leclondon.com	13/01/2020
leclondon.eu	13/01/2020
lymphoma.org.uk	08/06/2021
managingmds.co.uk	16/04/2020
managingmultiplemyeloma.co.uk	17/05/2019
medicine-matters.com	07/05/2021
medicine-matters.info	13/03/2019
melanomaforum.co.uk	09/02/2019
melanomaforum.org.uk	09/02/2019
melanomamatters.org.uk	15/09/2019
myelomahub.co.uk	18/02/2020
myelomahub.com	22/11/2018
myelomahub.eu	22/11/2018
myelomahub.uk	18/02/2020
nivas.org.uk	06/07/2020
onckip.co.uk	29/08/2020
onckip.com	29/08/2020
oncologyknowledgeintopractice.co.uk	28/06/2020
oncologyknowledgeintopractice.eu	28/06/2020
oncologymasterclass.org	01/07/2020
oncologymasterclass.org.uk	01/07/2020
oncologyupdate.org.uk	02/04/2019

	onkip.co.uk	28/06/2020
	onkip.com	28/06/2020
	onkip.eu	28/06/2020
	open-health.co.uk	05/01/2019
	open-health.eu	05/01/2019
	open-lec.co.uk	18/03/2020
	open-lec.eu	18/03/2019
	openaccessconsulting.com	13/08/2019
	openhealth.ae	05/12/2018
	openhealth.co.uk	14/08/2019
	openhealth.digital	22/12/2018
	openlec.co.uk	18/03/2020
	openlec.eu	18/03/2019
	openvie.co.uk	17/07/2020
	openvie.com	17/07/2020
	phassociates.com	27/01/2019
	prostatecancerforum.org.uk	18/12/2018
	reynoldsmackenzie.com	27/10/2019
	reynoldsmackenzieltld.com	03/07/2019
	rmeclipse.co.uk	10/06/2020
	rmeclipse.com	15/11/2018
	succinct.co	19/07/2020
	succinct.uk.com	20/12/2018
	succinctfiles.co.uk	28/08/2020
	succincthealth.co.uk	01/03/2020
	succincthealth.com	01/03/2020
	succincthealthcare.co.uk	01/03/2020
	succincthealthcare.com	01/03/2020
	succinctmail.co.uk	20/01/2019
	succinctpublishing.co.uk	14/01/2020
	the-earthworks.co	06/02/2019
	the-earthworks.co.uk	07/02/2019
	the-earthworks.com	07/02/2019
	the-earthworks.org	07/02/2019

	uctowerhamlets.co.uk	31/07/2020
	ukbreastcancerforum.co.uk	11/01/2020
	ukcancerconvention.co.uk	04/02/2020
	ukcancerconvention.com	04/02/2020
	ukcancerconvention.org	04/02/2020
	ukcancerconvention.org.uk	04/02/2020
	ukons.org	30/09/2021

**For copyright, unregistered trade marks and unregistered designs:**

<b>OH Group Intellectual Property</b>			
<b>P</b>	<b>Registered / Unregistered</b>	<b>OH Affiliate</b>	<b>Comments</b>
AXON, AXON360, AXON360 v2	Unregistered	Harvey Walsh	A tool which allows a client to analyse hospital episodes statistical data held by NHS England to user defined search criteria (tailored to client specific needs by HW)
AXON	Registered	Harvey Walsh	Harvey Walsh Ltd owns the following trademark: UK00002613614 in Class 44 – for Medical information retrieval service, provision of information relating to medicine, provision of medical information, provision of information relating to healthcare provided on-line from a computer database or the Internet.
Primary & Secondary Care Data Extraction & Audit Tool	Unregistered	Harvey Walsh	A tool to enable GPs or Hospitals to interrogate their patient data to answer user defined search criteria
NHS Data Dashboard	Unregistered	Harvey Walsh	This is the software and know how behind how NHS data is shown in a dashboard format (of anonymised data) to clients. This is personalised for each client with clients own branding and badging and any other client specifications for functionality
Liberum Educational Platform	Unregistered	Liberum	A platform for adding educational programmes and to track HCP CPD


EXECUTION PAGE TO DEED OF ACCESSION

The Additional Chargers

EXECUTED as a deed by 14 Curzon )  
Street 1 Limited acting by )

  
[Signature of Director]  
Director

Ramsey Frank  
a director, in the presence of:

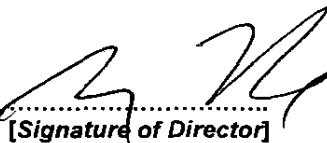
Signature of witness: 

Name of witness: Avi Uttamchandani

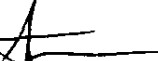
Address of witness: 865 UN Plaza 2B, New York, NY 10017

Occupation of witness: Investor

EXECUTED as a deed by 14 Curzon )  
Street 2 Limited acting by )

  
[Signature of Director]  
Director

Ramsey Frank  
a director, in the presence of:

Signature of witness: 

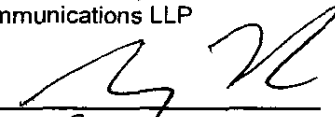
Name of witness: Avi Uttamchandani

Address of witness: 865 UN Plaza 2B, New York, NY 10017


Occupation of witness: Investor

EXECUTED as a deed by Open Health  
Communications LLP

Acting by: 14 Curzon Street 2 Limited  
as Member of Open Health  
Communications LLP

by:   
Name: Ramsey Frank

Director

Signature of witness: 

Name of witness: 865 UN Plaza 2B, New York, NY 10017 Avi Uttamchandani

Address of witness: ~~865~~ 865 UN Plaza 2B, New York, NY 10017

Occupation of witness: Investor

EXECUTED as a deed by Open VP )  
Holdings Limited acting by )

ROGER SELMAN

a director, in the presence of:

Signature of witness:

*F Harper*

Name of witness:

FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS, SL7 3QU

Occupation of witness: PERSONAL ASSISTANT

EXECUTED as a deed by OHC London )  
Holdings Limited acting by )

ROGER SELMAN

a director, in the presence of:

Signature of witness:

*F Harper*

Name of witness:

FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QU

Occupation of witness: P. A .

EXECUTED as a deed by pH Associates )  
Limited acting by )

ROGER SELMAN

a director, in the presence of:

Signature of witness:

*F Harper*

Name of witness:

FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QU

Occupation of witness: P. A .

EXECUTED as a deed by Earth Works )  
Digital Limited acting by ) [Signature of Director]  
ROGER SELMAN ) Director

a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS, SL7 3QU

Occupation of witness: P.A.

EXECUTED as a deed by LEC )  
Communications Limited acting by ) [Signature of Director]  
ROGER SELMAN ) Director

a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QU

Occupation of witness: PA

EXECUTED as a deed by Open LEC )  
Limited acting by ) [Signature of Director]  
ROGER SELMAN ) Director

a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS, SL7 3QU

Occupation of witness: PA.

EXECUTED as a deed by Reynolds- )  
Mackenzie Limited acting by )

ROGER SELMAN )

a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QU

Occupation of witness: PA

  
.....  
[Signature of Director]  
Director

EXECUTED as a deed by Succinct )  
Communications Limited acting by )

ROGER SELMAN )

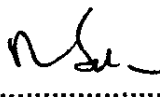
a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QU

Occupation of witness: PA.

  
.....  
[Signature of Director]  
Director

EXECUTED as a deed by Choice )  
Healthcare Solutions Limited acting by )

ROGER SELMAN )


a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS, SL7 3QU

Occupation of witness: P.A.

  
.....  
[Signature of Director]  
Director

EXECUTED as a deed by Liberum )  
Independent Medical Education Limited )  
acting by )

  
.....  
[Signature of Director]  
Director

ROGER SELMAN  
a director, in the presence of:


Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QH

Occupation of witness: P.A.

EXECUTED as a deed by Harvey Walsh )  
Limited acting by )

  
.....  
[Signature of Director]  
Director

ROGER SELMAN  
a director, in the presence of:


Signature of witness: F Harper

Name of witness: FRANCES HARPER

Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QH

Occupation of witness: PA

EXECUTED as a deed by OHC US )  
Holdings Ltd acting by )

  
.....  
[Signature of Director]  
Director

ROGER SELMAN  
a director, in the presence of:

Signature of witness: F Harper

Name of witness: FRANCES HARPER

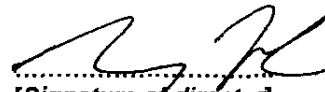
Address of witness: 18 BADGERS WAY, MARLOW, BUCKS SL7 3QH

Occupation of witness: PA


**The Company**

EXECUTED as a deed by OH PE Holdings Limited (for itself and as agent for each of the other Chargors party to the Security Agreement referred to in this Deed) acting by

)  
)  
)

  
[Signature of director]  
Director

Ramsay Frank  
a director, in the presence of:

Signature of witness: 

Name of witness: Avi Uttamchandani

Address of witness: 865 UN Plaza 23, New York, NY 10017

Occupation of witness: Investor