



Registration of a Charge

Company Name: **PLANET PHARMA GROUP LIMITED**

Company Number: **13481426**



Received for filing in Electronic Format on the: **05/10/2021**

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Details of Charge

Date of creation: **04/10/2021**

Charge code: **1348 1426 0001**

Persons entitled: **PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **KWASI MILLS-BAMPOE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13481426

Charge code: 1348 1426 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2021 and created by PLANET PHARMA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2021 .

Given at Companies House, Cardiff on 7th October 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**

FIRST LIEN SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 4 October 2021

BETWEEN:

- (1) **PLANET PHARMA GROUP LIMITED**, a private company limited by shares with company number 13481426 and the registered office address of Olliver Aske, Richmond, North Yorkshire, United Kingdom, DL10 5HX (the “**New Chargor**”); and
- (2) **PNC BANK, NATIONAL ASSOCIATION** as agent and trustee for the Secured Parties (the “**Collateral Agent**”).

RECITAL:

This deed is supplemental to a first lien debenture dated 15 October 2020 between, inter alia, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.3 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

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.

2.2 Covenant to Pay

The New Chargor shall on demand pay or discharge to the Collateral Agent the Secured Liabilities when the same have become due in the manner provided for in the Credit Documents.

2.3 Creation of Charges

All Charges and assignments under this Deed:

- (a) are granted in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties);
- (b) are given with full title guarantee;
- (c) are continuing Security for the payment, discharge and performance of all Secured Liabilities; and
- (d) exclude any Excluded Assets.

All Charged Assets are excluded from the Charges created pursuant to Clause 2.4 (*Fixed Charges*) to the extent specifically assigned pursuant to Clause 2.5 (*Assignment by Way of Security*).

2.4 Fixed Charges

The New Chargor charges:

(a) **Real Property:**

- (i) by way of first legal mortgage all Real Property now belonging to it (including as specified in Schedule 1 (*Real Property*)); and
- (ii) by way of first fixed charge all its rights, title and interest now or subsequently in Real Property not mortgaged pursuant to paragraph (i) above;

(b) **Investments:** by way of first fixed charge all its rights, title and interest in all Investments now or subsequently belonging to it (including as specified in Schedule 3 (*Investments*));

(c) **Monetary Claims and Related Rights:** by way of first fixed charge all its rights, title and interest now or subsequently in all Monetary Claims and all Related Rights except to the extent that such assets are for the time being effectively charged pursuant to paragraph (f) below or effectively assigned by way of Security pursuant to Clause 2.5 (*Assignment by Way of Security*);

(d) **Receivables:** by way of first fixed charge all its rights, title and interest now or subsequently in all Receivables except to the extent that such assets are for the time being effectively charged pursuant paragraph (f) below or effectively assigned by way of Security pursuant to Clause 2.5 (*Assignment by Way of Security*);

(e) **Intellectual Property:** by way of first fixed charge all its rights, title and interest now or subsequently in Intellectual Property (including as specified in Schedule 2 (*Intellectual Property*));

(f) **Bank Accounts:** by way of first fixed charge all its rights, title and interest now or subsequently in the Bank Accounts (including as specified in Schedule 4 (*Bank Accounts*));

(g) **Insurance Policies:** by way of first fixed charge all its rights, title and interest now or subsequently in the Insurance Policies and all Related Rights;

(h) **Personal Chattels:** by way of first fixed charge all its rights, title and interest now or subsequently in the Personal Chattels; and

(i) **Goodwill and uncalled capital:** by way of first fixed charge all its rights, title and interest now or subsequently in:

- (i) all its uncalled capital; and
- (ii) all its goodwill.

2.5 Assignment by Way of Security

(a) The New Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 16.11 of the Debenture (*Final Redemption*)) all rights, title and interest present or future of it in respect of the Relevant

Documents specified in Schedule 5 (*Relevant Documents*) together with the benefit of all its rights, claims and remedies in respect of such Relevant Documents.

- (b) Until the occurrence of an Enforcement Event, the New Chargor shall be entitled to exercise all its rights in the Relevant Documents (as specified in Schedule 5 (*Relevant Documents*)), subject to the other provisions of the Debenture.

2.6 Fixed Security

Clause 2.4 (*Fixed Charges*) and clause 2.5 (*Assignment by Way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.7 Floating Charge

- (a) The New Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than:
 - (i) any asset in England and Wales effectively mortgaged, charged or assigned under Clause 2.4 (*Fixed Charges*) or Clause 2.5 (*Assignment by Way of Security*);
 - (ii) any assets comprised within a Charge which is reconverted pursuant to Clause 3.8 of the Debenture (*Reconversion*); and
 - (iii) any Excluded Assets.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.
- (c) The floating charges created by this Clause 2.7 (*Floating Charge*) shall be deferred in point of priority to all fixed Security validly and effectively created by the New Chargor under this Deed in favour of the Collateral Agent as Security for the Secured Liabilities.

3. INCORPORATION INTO DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to “this deed” will be deemed to include this deed.

4. NOTICES

The New Chargor confirms that the address details for notices are as follows:

Address: Jayhawk Buyer, LLC
8717 West 110th Street Suite 300
Overland Park, KS 66210
Attention: Robert Chestnut

5. LAW

This Deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

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

SCHEDULE 1

REAL PROPERTY

None as at the date of this Deed.

SCHEDULE 2

INTELLECTUAL PROPERTY

None as at the date of this Deed.

SCHEDULE 3

INVESTMENTS

None as at the date of this Deed.

SCHEDULE 4

BANK ACCOUNTS

None as at the date of this Deed.

SCHEDULE 5

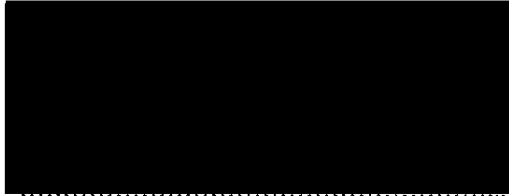
RELEVANT DOCUMENTS

None as at the date of this Deed.

SIGNATORIES TO DEED OF ACCESSION

New Chargor

EXECUTED AS A DEED by)
PLANET PHARMA GROUP)
LIMITED)
acting by a director and witness)



Name

Witness's Signature



Name

Matthew Bauwens

Address

1084 Old Marco Ln.

Marco Island, FL 34145

The Collateral Agent
EXECUTED AS A DEED by)
PNC BANK, NATIONAL)
ASSOCIATION)
acting by its authorised signatory)
in the presence of:)

.....
Name of Authorised Signatory: Chad Greene

.....
Title of Authorised Signatory: Vice President

Witness's Signature

Name

Address

.....
London Parkes
404 Candlestick trl.
Saginaw Tx. 76179

Notice Details

Address: 2100 Ross Avenue, Suite 1850, Dallas, TX 7520

Attention: Chad Greene