



Registration of a Charge

Company name: **ABERMED LIMITED**

Company number: **SC267667**

Received for Electronic Filing: **10/07/2017**



X6AE5SX4

Details of Charge

Date of creation: **30/06/2017**

Charge code: **SC26 7667 0010**

Persons entitled: **MML CAPITAL EUROPE VI SA AS THE SECURITY TRUSTEE**

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:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 267667

Charge code: SC26 7667 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th June 2017 and created by ABERMED LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2017 .

Given at Companies House, Edinburgh on 11th July 2017

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

DEED OF ACCESSION

THIS DEED is made on 30 June 2017

BETWEEN:-

- (1) Abermed Limited (company number SC267667, the "**New Chargor**"), a company incorporated in Scotland whose registered office is at Forest Grove House Foresterhill Health & Research Complex, Foresterhill Road, Aberdeen, United Kingdom, AB25 2ZP;
- (2) IQarus Holdings Limited ("**Topco**"); and
- (3) MML Capital Europe VI SA as the Security Trustee.

INTRODUCTION

- (A) The New Chargor is, or will on the date of this Deed become, a Subsidiary of Topco.
- (B) This Deed is supplemental to a deed dated 25 May 2017 (as supplemented and amended from time to time, the "**Guarantee and Debenture**") between, among others, Topco, each of the companies named in the Guarantee Debenture as Chargors, and MML Capital Europe VI SA as Security Trustee.
- (C) The New Chargor, at the request of Topco and Security Trustee, has agreed to enter into this Deed and become a Chargor under the Guarantee and Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Guarantee and Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Guarantee and Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Guarantee and Debenture.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Guarantee and Debenture with immediate effect and so that the Guarantee and Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Trustee all its business, undertaking and assets on the terms of Clause 3 of the Guarantee and Debenture.

4. CONSENT OF EXISTING CHARGORS

Topco by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Guarantee and Debenture.

5. **EFFECT ON DEBENTURE**

- 5.1 The Guarantee and Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Guarantee and Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Guarantee and Debenture to the Security created by or pursuant to the Guarantee and Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. **GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

TOPCO

EXECUTED (but not delivered until the)
date hereof) **AS A DEED** by a director of)
IQARUS HOLDINGS LIMITED)

in the presence of:-

Signature of Witness:

Name of Witness: MANISHA BAINS

Address: 48A HOLBURN STREET
ABERDEEN
AB10 6BY

Occupation: ~~TRAINER~~ SOLICITOR.

NEW CHARGOR

EXECUTED (but not delivered until the)
date hereof) **AS A DEED** by a director of)
ABERMED LIMITED)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

Occupation:

2.

TOPCO

EXECUTED (but not delivered until the)
date hereof) **AS A DEED** by a director of)
IQARUS HOLDINGS LIMITED)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

Occupation:

NEW CHARGOR

EXECUTED (but not delivered until the)
date hereof) **AS A DEED** by a director of)
ABERMED LIMITED)

in the presence of:-

Signature of Witness:

Name of Witness: *LORRAINE LEE*

Address: *331 NORTH BRIDGE RD #17-00*
SINGAPORE 188720

Occupation: *DEPUTY GENERAL COUNSEL*

SECURITY TRUSTEE

EXECUTED as a DEED for and on
behalf of **MML CAPITAL EUROPE VI**
SA, by its duly appointed attorney

)
)



in the presence of:

Signature of Witness:



Name of Witness: *Katie Griffin*

Address:

7 Darwin road
weeling
1cent
Occupation: *receptionist*