

MR01

Particulars of a charge

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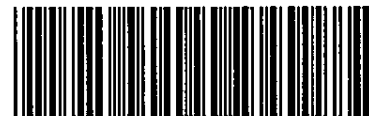
A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 the  
instrument Use form MR08

SATURDAY



\*A3L65PIO\*

A25

22/11/2014

#31

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 2 2 3 0 8 2 7

Company name in full St Cloud Care Limited

37

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 01 04 2011 2014

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 Barclays Bank Plc

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

4

**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

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

5

**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

6

**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

8

**Trustee statement ①**

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X

Dwg LLP

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 Iain Shurwood

Company name DWF LLP

Address 20 Fenchurch Street

Post town London

County/Region

Postcode E C 3 M 3 A G

Country

DX DX 584 London

Telephone 0207 280 8888



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number: 2230827

Charge code: 0223 0827 0037

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th November 2014 and created by ST CLOUD CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2014.

Given at Companies House, Cardiff on 27th November 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Execution Version



14 November 2014

Certified that, save for material  
redacted pursuant to s859G of  
the Companies Act 2006, this  
instrument is a true and  
correct copy of the original instrument

DWF LLP

20 Fenchurch Street, London, EC3M 3AG

21/11/2014

(1) ST CLOUD CARE LIMITED

and

(2) BARCLAYS BANK PLC

DEED OF ASSIGNMENT

DWF LLP  
20 Fenchurch Street  
London  
EC3M 3AG

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THIS AGREEMENT is dated 14 November 2014 and made between

- (1) **ST CLOUD CARE LIMITED** (company number 02230827) whose registered office is at The Boynes, Upper Hook Road, Upton Upon Severn, Worcestershire WR8 0SB (**Assignor**), and
- (2) **BARCLAYS BANK PLC** (**Lender**)

## BACKGROUND

The Lender has made available to the Assignor certain loan facilities pursuant to and in accordance with the terms of the Facility Agreement

## TERMS AGREED

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Deed the following words and expressions shall have the following meanings

<b>Assigned Contract</b>	means the upstream loan facility dated on about the date of this Deed and made between Ternetus Holdings Sarl, Golden House Limited and St Cloud Care Limited,
<b>Default Interest</b>	means the rate of interest specified in, and calculated in accordance with paragraph 9.3 of the facility agreement,
<b>Facilities Agreement</b>	means the Sterling term loan facility agreement dated on or about the date of this Deed ,
<b>LPA</b>	means the Law of Property Act 1925,
<b>Receiver</b>	means a receiver appointed pursuant to this deed or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Lender is permitted by law to appoint an administrative receiver, includes an administrative receiver,
<b>Secured Liabilities</b>	means the liabilities of the Assignor to the Lender of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another) together with the Lender's charges and commission interest and expenses payable by the Assignor,
<b>Security Assets</b>	means the Assigned Contracts,
<b>Security Period</b>	means the period commencing on the date of this deed and ending on the date upon which the Lender notifies the Assignor in writing that all the Secured Liabilities have been irrevocably and unconditionally discharged in full

## 1 2 **Construction**

- (a) Words and expressions defined in the Facility Agreement shall have the same meanings in this deed unless otherwise expressly defined herein or unless the context requires otherwise
- (b) The principles of construction set out in clause 1 2 of the Facility Agreement shall apply to this deed, insofar as they are relevant to it, as they apply to the Facility Agreement
- (c) Unless a contrary intention appears, any reference in this deed to
  - (i) this deed is a reference to this deed as amended, varied, novated, supplemented and replaced from time to time,
  - (ii) the Assignor, the Lender or a Receiver includes any one or more of its assigns, transferees and successors in title (in the case of the Assignor, so far as any such is permitted), and
  - (iii) the Lender or a Receiver (except for the references in clause 14 (Power of Attorney)) includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates

## 1 3 **Third Party Rights**

- (a) The Lender and any Receiver and their respective officers, employees and agents may enforce any term of this deed which purports to confer a benefit on that person, but no other person who is not a party to this deed has any right under the Contracts (Rights of Third Parties) Act 1999 (**Third Parties Act**) to enforce or to enjoy the benefit of any term of this deed
- (b) Notwithstanding any term of the Facility Agreement or any Security Document, the parties to this deed and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this deed without the consent of any person who is not a party to this deed

## 1 4 **Effect as a Deed**

This deed shall take effect as a deed even if it is signed under hand on behalf of the Lender

## 2 **Assignment**

### 2 1 **Covenant to Pay**

The Assignor hereby covenants that it will, on demand, pay to the Lender and discharge all Secured Liabilities

### 2 2 **Assignment**

The Assignor hereby assigns and agrees to assign absolutely to the Lender, as a continuing security to secure the payment and discharge on demand of the Secured Liabilities, all of its



right, title, benefit and interest in and to the Assigned Contract including, without limitation, all sums payable thereunder

**2 3 Assignor Liability**

Notwithstanding the terms of this deed, the Assignor shall remain liable to perform all of the obligations assumed by it in relation to the Assigned Contract and the Lender shall have no obligation or liability under the Assigned Contract by reason of this deed to

- (a) perform any of the obligations or duties of the Assignor,
- (b) make any payment thereunder,
- (c) present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder, or
- (d) make any enquiries as to the nature or sufficiency of any payments received by the Lender by virtue of this deed

**3 Nature of Security Created**

The Security created under this deed is created

**3 1** in favour of the Lender, and

**3 2** with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Assignor does not know and could not reasonably be expected to know about them)

**4 Negative Pledge**

Other than in favour of the Lender, the Assignor shall not create or permit to subsist any Security over the Security Assets

**5 Representation and Warranty**

The Security Assets are in the Assignor's beneficial ownership and are not held as trustee or subject to any Security (other than in favour of the Lender) or to any rights of third parties

**6 Assigned Contract**

**6 1 Obligations**

The Assignor shall

- (a) at all times take all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies arising under the Assigned Contract,
- (b) within 10 business days, give notice to the other parties to the Assigned Contract substantially in the form set out in Schedule 1 (Form of notice for Assigned Contract) (or such other form acceptable to the Lender) and deliver to the Lender a copy of each notice,

- (c) ensure that each party served with a notice under paragraph (b) above countersigns and promptly returns the same to the Lender, and
- (d) not make any amendments to the Assigned Contract of a material nature, nor shall it make any amendments to the Assigned Contract that may materially prejudice the interests of the Lender

## **6 2 Exercise of Rights**

Until the Security created by this deed becomes enforceable in accordance with clause 7 1 (When Security becomes enforceable), the Assignor may exercise all its rights in respect of the Assigned Contract including (subject to the Facility Agreement) receiving and exercising all rights relating to proceeds of the Assigned Contract

## **7 Enforcement**

### **7 1 When Security becomes enforceable**

The Security created by this deed shall become enforceable

- (a) Upon the occurrence of an Event of Default, or
- (b) if the Lender so requires to protect his interests, or
- (c) if the Assignor so requests

### **7 2 Powers on Enforcement**

At any time after the Security created by the Assignor under this deed has become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to the Assignor) do all or any of the following

- (a) exercise all the powers and rights conferred on mortgagees by the LPA, as varied and extended by this deed, without the restrictions contained in sections 103 or 109(1) of the LPA,
- (b) sell all or any of the Security Assets, and
- (c) subject to clause 8 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

### **7 3 Disposal of the Security Assets**

In exercising the powers referred to in clause 7 2 (Powers on enforcement), the Lender 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

### **7 4 Application of moneys**

The Lender or any Receiver shall apply moneys received by them under this deed after the Security created under this deed has become enforceable in the following order

- (a) first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this deed or which are incidental to any Receiver's appointment, together with interest at the Default Interest (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,
  - (b) secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver,
  - (c) thirdly, in or towards the discharge of all liabilities having priority to the Secured Liabilities,
  - (d) fourthly, in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines, and
  - (e) fifthly, in the payment of any surplus to the relevant Assignor or other person entitled to it,
- and section 109(8) of the LPA shall not apply,
- (f) clause 7.4 will override any appropriation made by the Assignor

## **8 Appointment and Powers of Receivers**

### **8.1 Method of Appointment and Removal**

- (a) The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986
- (b) Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this deed may be made in writing under the hand of any officer or manager of the Lender (subject to any requirement for a court order in the removal of an administrative receiver)
- (c) A Receiver may be appointed on the request of the Assignor

### **8.2 Powers of Receiver**

Every Receiver shall have all the powers

- (a) of the Lender under this deed,
- (b) conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA,
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (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 beneficial owner

**8 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 deed

**8 4 Receiver as Agent**

Every Receiver shall be the agent of the Assignor who shall be solely responsible for his acts and defaults and for the payment of his remuneration

**8 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 Lender, and the maximum rate specified in section 109(6) of the LPA shall not apply

**9 Protection of Purchasers**

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned

- (a) to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this deed 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 Lender, to any Receiver or to any other person

**10 Protection of the Lender and Receivers**

**10 1 Exclusion of Liability**

Neither of the Lender or any Receiver 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 15 (Currency), or
- (d) 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,
- (e) except in the case of gross negligence or wilful misconduct on the part of that person

## **10 2 General Indemnity**

- (a) The Assignor shall indemnify the Lender or any Receiver 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
  - (i) any act or omission by any of them in relation to all or any of the Security Assets,
  - (ii) any payment relating to or in respect of all or any of the Security Assets which is made at any time by any of them,
  - (iii) any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this deed,
  - (iv) carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this deed, and
  - (v) any breach by the Assignor of any of its covenants or other obligations to the Lender,
  - (vi) except in the case of gross negligence or wilful misconduct on the part of that person
- (b) The Assignor shall pay interest at the Default Interest on the sums payable under this clause 10 2 from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

## **10 3 Indemnity out of the Security Assets**

The Lender or any Receiver 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 10 2 (General indemnity)

## **11 Preservation of Security**

### **11 1 Reinstatement**

If any payment by the Assignor or discharge given by the Lender is avoided or reduced as a result of insolvency, liquidation, administration or any similar event

- (a) the liability of the Assignor and the Security created by the Assignor under this deed shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) the Lender shall be entitled to recover the value or amount of that Security or payment from the Assignor, as if the payment, discharge, avoidance or reduction had not occurred

## **11 2 Waiver of Defences**

Neither the Security created by this deed nor the obligations of the Assignor under this deed will be affected by an act, omission, matter or thing which, but for this clause 11 2, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Lender) including

- (a) any time, waiver or consent granted to, or composition with, the Assignor or any other person,
- (b) the release of the Assignor 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 the Assignor or any 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,
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person,
- (e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of the Facility Agreement, the Security Documents or any other document or Security,
- (f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under the Facility Agreement, the Security Documents or any other document, or
- (g) any insolvency, liquidation, administration or similar procedure

## **11 3 Immediate Recourse**

The Assignor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Assignor under this deed. This waiver applies irrespective of any law or any provision of the Facility Agreement or the Security Documents to the contrary.

## **11 4 Appropriations**

During the Security Period the Lender 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 7 4 (Application of moneys), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Assignor shall not be entitled to the benefit of the same, and

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

#### **11.5 Deferral of Assignor's Rights**

- (a) During the Security Period and unless the Lender otherwise directs, the Assignor shall not exercise any rights which it may have by reason of performance by it of its obligations under this deed or the enforcement of the Security created by this deed
  - (i) to receive or claim payment from, or be indemnified by any other person,
  - (ii) to claim any contribution from any guarantor of, or provider of Security in respect of, any other person's obligations under the Facility Agreement and Security Documents,
  - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Facility Agreement and Security Documents or of any guarantee or Security taken pursuant to, or in connection with, the Facility Agreement and Security Documents,
  - (iv) to exercise any right of set-off against any other person, and/or
  - (v) to claim or prove as a creditor of any other person in competition with the Lender

#### **11.6 Additional Security**

This deed 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 the Lender

#### **11.7 New Accounts**

If the Lender 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 the Assignor 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 the Assignor

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

### **12 Tacking**

For the purposes of section 94(1) of the LPA the Lender confirms that it shall make further advances to the Assignor on the terms and subject to the conditions of the Facility Agreement

### **13 Further Assurance**

#### **13.1 Further Action**

The Assignor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may require in order to

- (a) give effect to the requirements of this deed,
- (b) protect, preserve and perfect the Security intended to be created by or pursuant to this deed,
- (c) protect and preserve the ranking of the Security intended to be created by or pursuant to this deed with any other Security over any assets of the Assignor, 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 Lender, any Receiver or any administrator in connection with all or any of the Security Assets,
- (e) and any such document may disapply section 93 of the LPA in any manner required by the Lender

#### **13.2 Deposit of Documents**

The Assignor covenants that, on the date of this deed and at all times during the Security Period as soon as it receives them (and in any event as soon as the Lender so requests), it shall deposit with the Lender, in respect of or in connection with the Security Assets, any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser all of which will be held by the Lender at the expense and risk of the Assignor

### **14 Power of Attorney**

The Assignor irrevocably and by way of security appoints each of

14.1 the Lender,

14.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender, and

14.3 any Receiver,

14.4 jointly and severally as the Assignor's attorney, in the Assignor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the failure by the Assignor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Assignor is required to take, sign or execute in accordance with this deed. The Assignor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed



**15 Currency**

**15 1 The Spot Rate**

In this clause 15 1, the **Spot Rate** means, in relation to the Lender, the spot rate of exchange for the purchase of any currency with any other currency in the London foreign exchange market

**15 2 Conversion of Moneys Received**

The Lender may convert any moneys received, recovered or realised in any currency under this deed (including the proceeds of any previous conversion under this clause 15 2) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate

**15 3 Hedging**

If the Assignor fails to pay any sum under this deed on the due date, the Lender may, without notice to the Assignor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Assignor to pay that sum

**16 Discharge of Security**

**16 1** Upon the expiry of the Security Period the Lender shall, or shall procure that its appointees will promptly, upon the request and cost of the Assignor

- (a) release the Security Assets from this deed, and
- (b) re-assign to the Assignor those Security Assets that have been assigned to the Lender under clause 3 (Nature of Security created)

**16 2** Section 93 of the LPA shall not apply to this deed

**17 Costs and Expenses**

**17 1 Transaction Expenses**

The Assignor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees up to any pre-agreed cap) reasonably incurred by it in connection with the negotiation, preparation, printing and execution of this deed

**17 2 Amendment Costs**

If the Assignor requests an amendment, waiver, consent or release of or in relation to this deed, the Assignor shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request or requirement

**17 3 Enforcement Costs**

The Assignor shall on demand pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this deed

**18 Notices**

**18 1 Communications in Writing**

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

**18 2 Addresses**

(a) The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this deed is that identified with its name below or any substitute address, fax number or department or officer as either party may notify to the other by not less than ten Business Days' notice

(b) The addresses referred to in clause 17 3 are

(i) The Assignor

Address        The Boynes, Upper Hook Road, Upton upon Severn,  
Worcestershire, WR8 OSB

Attention

Fax

(ii) The Lender

Address        Barclays, 4th Floor, Apex Plaza, Forbury Road, Reading,  
RG1 1AX

Attention       Robert Frood

Fax              +44 (0)118 955 3987

**18 3 Delivery**

Any notice or other communication given under this deed shall be deemed to have been received

(a) if delivered by hand, at the time of actual delivery,

- (b) if posted, on the second Business Day or, in the case of airmail, the fifth Business Day following the day on which it was despatched by pre-paid first class post or, as the case may be, registered airmail, or
- (c) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted,

provided that a notice deemed to have been received on a day which is not a Business Day, or after normal business hours in the place of receipt, shall instead be deemed to have been received on the next Business Day

#### **18 4 English Language**

- (a) Any notice given under or in connection with this deed must be in English
- (b) All other documents provided under or in connection with this deed must be
  - (i) in English, or
  - (ii) if not in English, and if so required by the Lender accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

#### **19 Calculations and Certificates**

##### **19 1 Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this deed, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate

##### **19 2 Certificates and Determinations**

Any certification or determination by the Lender of a rate or amount under this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

#### **20 Partial Invalidity**

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

#### **21 Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law

**22 Amendments and Waivers**

Any term of this deed may be amended or waived only with the written consent of the Assignor and the Lender

**23 Counterparts**

This deed 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 deed

**24 Governing Law and Enforcement**

**24 1 Governing Law**

This deed and any non-contractual obligations arising out of or in connection with it is governed by English law

**24 2 Jurisdiction**

- (a) Without prejudice to the rights of the Lender to take proceedings relating to a Dispute (as defined below) in any court with jurisdiction as provided in Clause 24 2(b) below, the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**")
- (b) 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
- (c) This Clause 24 2 is for the benefit of the Lender only As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

**EXECUTED** as a deed and delivered on the date appearing at the beginning of this deed

## THE SCHEDULE

### Form of Notice for Assigned Contract

To Terentus Holdings SARL  
Golden House Limited

Attention [●]

Date November 2014

Dear Sirs

#### Notice of Assignment

- 1 We refer to the upstream loan agreement dated [●] November 2014 between us and you (the **Agreement**)
- 2 We notify you that
  - 2 1 under a deed dated [●] November 2014 between us and Barclays Bank Plc (the **Lender**) we have assigned to the Lender all our right, title and interest in and to, and all benefits accruing under, the Agreement as security for certain obligations owed to the Lender,
  - 2 2 we may not agree to amend or terminate the Agreement without the prior written consent of the Lender,
  - 2 3 until you receive written notice to the contrary from the Lender, 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 an account in our name Following receipt by you of such notice 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 Lender, and
  - 2 4 you are authorised to disclose information relating to the Agreement to the Lender on request
- 3 Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) to confirm that you
  - 3 1 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
  - 3 2 at the date of this letter, have not claimed or exercised, against us, any right of set-off or counter-claim or other right relating to the Agreement
- 4 The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law

Yours faithfully

for and on behalf of

**ST CLOUD CARE LIMITED**

Copy to Lender

[On acknowledgement copy]

To Barclays Bank Plc

[•]

Copy to St Cloud Care Limited

We acknowledge receipt of the above notice and confirm the matters set out in paragraph 3

For and on behalf of

**[Terentus Holdings SARL/Golden House Limited]**

Date [•] 2014

SIGNATURE PAGE

SIGNED and delivered as a deed by )  
ST CLOUD CARE LIMITED )  
acting by two directors or by one )  
director and the secretary in the )  
presence of a witness )

Director

MEERA UNADKAT

Director/Secretary

SIGNED and delivered as a deed by )  
BARCLAYS BANK PLC )  
for itself by a duly authorised signatory )  
acting with the authority of )  
BARCLAYS BANK PLC )  
)

Authorised Signatory

**SIGNATURE PAGE**

**SIGNED** and delivered as a deed by )  
**ST CLOUD CARE LIMITED** )  
acting by two directors or by one )  
director and the secretary )  
)

Director

Director/Secretary

**SIGNED** and delivered as a deed by )  
**BARCLAYS BANK PLC** )  
for itself by a duly authorised signatory )  
acting with the authority of )  
**BARCLAYS BANK PLC** )  
)

Authorised Signatory





