



Companies House

MR01(ef)

Registration of a Charge

Company name: **HEALTHCARE 21 (UK) LIMITED**

Company number: **05020682**

Received for Electronic Filing: **08/07/2013**



Details of Charge

Date of creation: **24/06/2013**

Charge code: **0502 0682 0001**

Persons entitled: **AIB COMMERCIAL FINANCE LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) .

Notification of addition to or amendment of charge.

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEX CHAPMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5020682

Charge code: 0502 0682 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2013 and created by HEALTHCARE 21 (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2013 .

Given at Companies House, Cardiff on 8th July 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

FIXED AND FLOATING CHARGE ON BOOK AND OTHER DEBTS

THIS CHARGE made the 26 day of June 2013 between (1) HEALTHCARE 21 (UK) LIMITED ("the Company") described in section 1 of the Schedule attached to and forming part of this deed ("the Schedule") and (2) AIB COMMERCIAL FINANCE LIMITED (a company registered in Eire with the number 148062) of Bankcentre Ballsbridge Dublin 4 ("AIBCF" which expression shall include AIBCF's successors and assigns).

WITNESSES as follows:-

1. In this deed except where the context otherwise requires:

(1) the following expressions shall have the meanings assigned to them below:

"Agreement"

the debt purchase agreement (details of which are contained in section 2 of the Schedule) made between the Company and AIBCF for the purchase of debts and any agreement made in variation of or substitution for such agreement;

"Charged Property"

the property of the Company charged in favour of AIBCF pursuant to clause 3

"Fixed Charged Property"

the Specified Debts and the Other Debts which are the subject of the fixed charge created by clause 3(1)

"Obligations"

all monetary and other liabilities and obligations now or at any time owed or incurred by the Company to or in favour of AIBCF, present or future, actual or contingent, liquidated or unliquidated, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise;

"Other Debts"

all amounts of indebtedness now or at any time hereafter owing or becoming due to the Company on any account whatsoever (together with the Related Rights pertaining thereto) other than the Specified Debts;

"Related Rights"

in relation to any Specified Debt or Other Debt:

- i) the benefit of all guarantees indemnities insurances and securities held by the Company and all its rights under the contract of sale giving rise to such debt;
- ii) all cheques bills of exchange and other instruments held by or available to the Company and all the ledgers computer data and other records and documents on or by which such debt is recorded or evidenced; and
- iii) any goods giving rise to such debt which shall be returned or rejected by the person by whom such debts shall have been owing.

"Specified Debt"

any debt (as defined in the Agreement and purchased or purported to be purchased by AIBCF pursuant to the Agreement) which fails to vest absolutely and effectively in AIBCF for any reason together with the Related Rights pertaining to such Debt:

- (2) the singular shall include the plural and vice versa and any of the three genders shall include the other two;
- (3) references to clauses (unless otherwise specified) are references to clauses of this deed;

- (4) the meaning of general words introduced by the word "other" shall not be limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
 - (5) reference to any Act of Parliament shall be deemed to include such Act as amended or re-enacted from time to time and to any order or regulation made thereunder; and
 - (6) the expression "receiver" shall have the meaning assigned to it in section 29(1)(a) of the Insolvency Act 1986.
1. The Company will (i) on demand fully discharge by payment to AIBCF without any deduction or set-off all or any monetary liabilities included in the Obligations and (ii) duly perform all the Obligations other than monetary liabilities.
2. To secure payment and performance as provided for in clause 2 the Company with full title guarantee hereby charges in favour of AIBCF:
 - (1) by way of fixed equitable charge all Specified Debts and the Other Debts;
and;
 - (2) by way of floating charge such of the moneys which the Company may receive in respect of the Other Debts as shall for the time being stand released (pursuant to clause 7) from the fixed charge created hereby.
3. The Company hereby warrants that except as hitherto disclosed to AIBCF in writing it is the owner of all the Charged Property and that all the Charged Property is free from any charge or other encumbrance or trust and except with the prior written consent of AIBCF:
 - (1) the Company shall not sell, mortgage, charge, pledge, part with possession of or otherwise dispose of any of the Charged Property nor release, exchange, compound, set off, grant time or indulgence in respect of any of the Charged Property except as expressly provided in this deed; and
 - (2) the Company shall not enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with AIBCF.
4. All the provisions of the Agreement relating to the debts contained in the Agreement shall apply to all Specified Debts as if such provisions were set out herein in full and as if the ownership of all such Specified Debts were vested in AIBCF pursuant to the Agreement.
5. Until this charge is discharged the Company shall:
 - (1) collect in and realise the Other Debts in the ordinary course of business (which expressions shall not include factoring or discounting or selling the Other Debts in any other way);
 - (2) promptly pay into such bank account as AIBCF may from time to time approve in writing any moneys which the Company may receive in respect of the Other Debts and pending such payment hold such moneys in trust for AIBCF;
 - (3) pay or otherwise deal with any moneys standing to the credit of such bank account in accordance with any directions which may be given at any time by AIBCF;
 - (4) if called upon at any time by AIBCF (at the Company's expense including any stamp duty and in such form as AIBCF may prescribe):
 - i) complete and execute a formal written assignment of any or all of the Other Debts and given written notice of such assignment to every person by which or whom any such Other Debt shall be owing; and
 - ii) (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Other Debts (then owing or to become owing by such persons thereafter) direct to AIBCF.

6. Until the enforcement of AIBCF's rights under clause 9 and in the absence of any directions or request by AIBCF to the Company pursuant to clause 6(3) or clause 6(4) any monies received by the Company in respect of the Other Debts and paid into the bank account referred to in clause 6(2) shall upon such payment stand released from the fixed charge created by clause 3(1) and (for the avoidance of doubt) shall stand subject to the floating charge created by clause 3(2); but such release shall not in any way affect the continued subsistence of such fixed charge on the Specified Debts and remainder of the Other Debts for the time being outstanding.
7. The Company hereby irrevocably appoints AIBCF and the directors and the secretary for the time being of AIBCF and any receiver appointed by virtue of an appointment in accordance with clause 10 jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect to AIBCF title to any of the Charged Property or to enable AIBCF to exercise any of its rights hereunder including (without prejudice to the generality of the foregoing) its rights to enforce payment of, collect or realise any of the Charged Property.
8. Section 103 of the Law of Property Act 1925 shall not apply to this security and (without prejudice to any of AIBCF's rights under the Agreement) AIBCF shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and to exercise any or all of AIBCF's powers of possession and sale of and to appoint any person to be a receiver over any or all of the Fixed Charged Property on the occurrence of any of the following events or at any time thereafter:
 - (1) any breach of any of the Company's obligations and undertakings hereunder;
 - (2) the failure of the Company to pay any monetary liability included in the Obligations when it is due to be paid;
 - (3) the calling by the Company of any meeting of its creditors;
 - (4) the Company becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - (5) the levying or threat of execution or distress on any of the property of the Company;
 - (6) the appointment of an administrator of the Company by any person under Schedule B1 to the Insolvency Act 1986;
 - (7) the appointment of a receiver of any part of the Company's income or assets;
 - (8) the serving or threat of a third party debt order nisi on any person in respect of any judgement debt owing by the Company;
 - (9) the presentation of a petition for the winding up of the Company or for an administration order in relation to the Company pursuant to the Insolvency Act 1986;
 - (10) a proposal for a voluntary arrangement between the Company and its creditors whether pursuant to the Insolvency Act 1986 or otherwise;
 - (11) the Company ceasing or threatening to cease to carry on its business;
 - (12) any event (other than any event specified in this clause) which gives AIBCF the right to give notice for immediate termination of the Agreement or to withhold any payment in accordance with the terms thereof whether or not AIBCF shall have exercised any such right.
10. The power of appointing a receiver hereunder may be exercised in writing under the hand of any director or the secretary for the time being of AIBCF or of any person authorised in writing by any of them. AIBCF may in like manner remove any such receiver so appointed and (in the case of the removal or the vacation of office or death of any such receiver)

appoint another person in the place of such receiver. Every receiver appointed pursuant to this clause shall have the power:

- (1) to enforce payment of and collect or realise any of the Fixed Charged Property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;
- (2) to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such Fixed Charged Property;
- (3) without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Fixed Charged Property on such terms and to such persons as he may consider expedient;
- (4) to exercise all the powers provided for in the Law of Property Act 1925 as if the receiver had been duly appointed thereunder;
- (5) to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the receiver shall think fit;
- (6) for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such Fixed Charged Property on such terms as the receiver shall consider expedient including (if AIBCF shall so consent) terms by which such security shall rank in priority to this charge;
- (7) to give effectual receipts for all monies and other assets which may come into the receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the receiver's appointment;
- (8) to carry out and enforce performance of any contract (or any part thereof) giving rise to any Specified Debt or any Other Debt;
- (9) to do all such other acts or things which the receiver may consider to be incidental or conducive to any of the purposes authorised hereby and which he may lawfully do as agent for the Company.

11. Every receiver appointed in accordance with clause 10 shall at all times be the agent of the Company and the Company shall alone be responsible for all acts defaults and omissions of such receiver and for the payment of all his remuneration, costs and expenses. AIBCF shall be under no liability to any such receiver for his remuneration, costs, expenses or in any other way whatsoever. If two or more individuals shall hold office as receiver of the same item included in the Charged Property by virtue of such an appointment such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

12. All monies received by any receiver appointed hereunder shall be applied (subject to the claims of any creditors having priority to this charge) for the following purposes in the following order:

- (1) in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
- (2) in payment of his remuneration as agreed between him and the person who appointed him;
- (3) in payment of any costs relating to the realisation of any property;
- (4) in or on account of the discharge of the Obligations together with any interest for which provision is made herein; and
- (5) in payment of any surplus to the Company.

13. All expenses charges and costs of any nature whatsoever incurred by AIBCF in connection with the preparation or enforcement of this charge or in the exercise of any powers or right conferred on AIBCF hereby shall be payable by the company on a full indemnity basis and any amount so payable shall be included in the Obligations.
14. If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest thereon calculated at a rate equivalent to the Discount Rate (for which provision is made in the Agreement) in force at the relevant time. Such interest shall be payable and compounded monthly and shall accrue daily, after as well as before any judgement, from the date when such liability is due to be paid until payment in full.
15. The security hereby created shall be additional and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company.
16. For the purpose of gaining access to or inspecting or (following any event specified in clause 9) taking possession of any of the ledgers computer data and other records and documents included in the Related Rights or for the purpose of taking copies of any such ledgers data records and documents any duly authorised official of AIBCF and any receiver appointed by AIBCF and any person authorised by such receiver shall have the right at any time to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of such computer equipment and data and other records and documents are for the time being kept and stored.
17. Neither this charge nor any of the Obligations shall be affected by any grant of any time or indulgence or the conclusion of any agreement not to sue or of any compromise or composition or the release of any other charge lien or other security or any part thereof to or with any person whether or not such person shall be jointly liable with the Company in respect of any of the Obligations or by the failure of AIBCF to take or perfect or hold unencumbered any other security in respect of the Obligations.
18. AIBCF may at any time in its entire discretion without notice or other formality combine any two or more accounts held by it in the name of the Company.
19. Any notice or demand required or permitted to be served or made by AIBCF on the Company hereunder shall be validly served or made if handed to any one of the Company's directors or other officials or if delivered or sent by post to the Company's address stated herein or its registered office or to any address at which the Company carries on business and if sent by post shall be deemed to be received within seventy-two hours of posting.
20. This deed shall be construed and take effect according to English law and the Company hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision hereof shall be held to be invalid or unenforceable no other provision hereof shall be affected and all such other provisions shall remain in full force and effect.

THE SCHEDULE

1. The Company:

HEALTHCARE 21 (UK) LIMITED (a company registered in England and Wales with the number 05020682) whose registered office is situated at SALISBURY HOUSE, 54 QUEENS ROAD, READING, BERKSHIRE, RG1 4AZ, UNITED KINGDOM.

2. The Agreement:

The Debt Purchase Agreement made between the Company and AIBCF dated
24 June 2013


IN WITNESS WHEREOF the Company has executed these presents as a deed the day and year first above written:

Executed as a Deed by HEALTHCARE 21 (UK) LIMITED

acting by:



Director



Director/Secretary

DATED 26 June. 2013

HEALTHCARE 21 (UK) LIMITED (1)

to

AIB COMMERCIAL FINANCE LIMITED (2)

FIXED AND FLOATING CHARGE
ON BOOK AND OTHER DEBTS
