



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **NRS MOBILITY CARE LIMITED**

Company number: **05705293**

Received for Electronic Filing: **07/05/2013**



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**Details of Charge**

Date of creation: **19/04/2013**

Charge code: **0570 5293 0003**

Persons entitled: **CLYDESDALE BANK PLC (TRADING AS YORKSHIRE BANK) IN ITS CAPACITY AS SECURITY AGENT**

Brief description: **ACCESSION DEED TO A DEBENTURE DATED 19 MARCH 2013 CREATING FIXED AND FLOATING CHARGES OVER ALL THE ASSETS AND UNDERTAKING (PRESENT AND FUTURE) OF NRS MOBILITY CARE LIMITED, AS MORE PARTICULARLY DESCRIBED IN CLAUSE 5 OF THE ACCESSION DEED.**

**Contains fixed charge(s).**

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

**Notification of addition to or amendment of charge.**

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**Authentication of Form**

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

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**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: **KATHRYN WALTERS**



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

Company number: 5705293

Charge code: 0570 5293 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2013 and created by NRS MOBILITY CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th May 2013 .

Given at Companies House, Cardiff on 7th May 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# ACCESSION DEED - DEBENTURE

This Deed is made on 19 April between:

- (1) Nottingham Rehab Limited (a company incorporated in England and Wales with company number 01948041) and NRS Mobility Care Limited (a company incorporated in England and Wales with company number 05705293) (each a "New Chargor" and together the "New Chargors");
- (2) Pimco 2927 Limited, a company incorporated in England and Wales with company number 8415321, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "First Chargor");
- (3) Clydesdale Bank PLC (trading as Yorkshire Bank), in its capacity as trustee for the Secured Parties (the "Security Agent"); and
- (4) Clydesdale Bank PLC (trading as Yorkshire Bank), in its capacity as agent under the Facilities Agreement (the "Agent").

## 1. INTERPRETATION

1.1 In this Deed, the "Debenture" means a debenture dated 19 March 2013 made between, amongst others, the First Chargor and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.

1.2 Unless a contrary indication appears:

1.2.1 each term used in this Deed which is defined in the Debenture or the definition of which is incorporated by reference into the Debenture shall have the same meaning as applies in the Debenture; and

1.2.2 the principles of construction set out or referred to in clause 1.3 (*Construction*) of the Debenture shall apply also (where relevant) to this Deed.

## 2. REPRESENTATIONS

Each New Chargor warrants and represents to the Security Agent that:

- 2.1 it is a wholly owned Subsidiary of the First Chargor or another member of the Group; and
- 2.2 it has given due consideration to the terms and conditions of the Finance Documents (including the Debenture and this Deed) and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit and that it enters into this Deed in good faith and for the purposes of the promotion of the success of its business.

## 3. AGREEMENT TO ACCEDE

Each New Chargor agrees to accede and become a party to and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed (the "Effective Date").

## 4. EFFECT OF ACCESSION

We certify that this is a true copy of the original  
Eversheds LLP

Dated 25/4/13

On and after the Effective Date, the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

## 5. SECURITY

### 5.1 Security over all assets

5.1.1 Each New Chargor grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Security*) of the Debenture.

5.1.2 Each New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other Party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Debenture, each New Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations charges in favour of the Security Agent:

5.2.1 by way of first fixed charge, all the Shares listed in Schedule 4 (*Shares*) to this Deed; and

5.2.2 by way of first fixed charge, all the Distribution Rights accruing to or on the Shares listed in Schedule 4 (*Shares*) to this Deed.

## 6. AGREEMENT AND CONSENT BY CHARGORS

The First Chargor, for itself and as agent for and on behalf of all other Chargors under the Debenture, agrees and consents to all matters provided for in this Deed.

## 7. CONSTRUCTION

The Debenture shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Debenture and this Deed shall be read as one and so that references in the Debenture to "**this Deed**", and similar phrases shall be deemed to include this Deed.

## 8. THIS DEED

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

8.2 Each New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the First Chargor or any other member of the Group on the terms agreed in the Finance Documents.

8.3 The Agent and the First Chargor designate this Deed as a Finance Document.

8.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

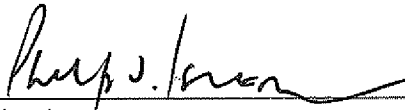
**SCHEDULE 4****Shares**


	<b>Name of owning Chargor</b>	<b>Name of Subsidiary or other company</b>	<b>Company Number</b>	<b>Number and Class of Shares (and where held by nominees, names of nominees)</b>
1.	Nottingham Rehab Limited (Company number 01948041)	NRS Mobility Care Limited	05705293	1 ordinary shares of £1.00

**EXECUTION**

**The New Chargors**

Executed as a deed by )  
**Nottingham Rehab Limited** )  
 by a director in the presence of: )

  
 Director

Witness signature: 

Witness Name: LUCIE MILLER

Witness Address: 1 PARK ROW, LEEDS  
 LSI SAB

Witness Occupation: SOLICITOR

**Communications to be delivered to:**

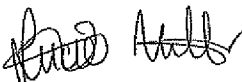
Address: Sherwood House  
 Cartwright Way  
 Forest Business Park  
 Bardon Hill  
 Coalville  
 Leicestershire  
 LE67 1UB

Fax number: 01530 233311

Attention: John Makin

Executed as a deed by )  
**NRS Mobility Care Limited** )  
 by a director in the presence of: )

  
 Director

Witness signature: 

Witness Name: LUCIE MILLER

Witness Address: 1 PARK ROW, LEEDS  
 LSI SAB

Witness Occupation: SOLICITOR

**Communications to be delivered to:**

Address: Sherwood House  
 Cartwright Way  
 Forest Business Park  
 Bardon Hill  
 Coalville  
 Leicestershire  
 LE67 1UB

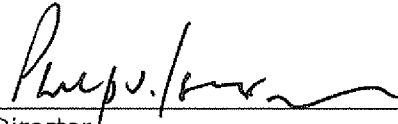
Fax number: 01530 233311


Attention: John Makin



**The First Chargor**

Executed as a deed by  
**Pimco 2927 Limited**  
by a director in the presence of:

  
\_\_\_\_\_  
Director

Witness signature:   
Witness Name: LUCIE MILLER

Witness Address: 1 PARK ROW, LEEDS  
LS1 5AB  
Witness Occupation: SOLICITOR .

**Communications to be delivered to:**

Address: Sherwood House  
Cartwright Way  
Forest Business Park  
Bardon Hill  
Coalville  
Leicestershire  
LE67 1UB

Fax number: 01530 233311

Attention: John Makin

**The Security Agent**

Executed as a deed by )  
as attorney for **Clydesdale Bank PLC**  
**(trading as Yorkshire Bank),** )  
in the presence of: )

as attorney for Clydesdale Bank PLC  
(trading as Yorkshire Bank)

Witness signature:

Name:

Address:

Occupation:

**Communications to be delivered to:**

Address: Yorkshire Bank, Temple Point, 1  
Temple Row, Birmingham

Fax number: 0844 736 0427

Attention: Andrew Boggis

**The Agent**

Executed as a deed by )  
as attorney for **Clydesdale Bank PLC**  
**(trading as Yorkshire Bank),** )  
in the presence of: )

as attorney for Clydesdale Bank PLC  
(trading as Yorkshire Bank)

Witness signature:

Name:

Address:

Occupation:

**Communications to be delivered to:**

Address: Yorkshire Bank, Temple Point, 1  
Temple Row, Birmingham

Fax number: 0844 736 0427

Attention: Andrew Boggis