

MR01

Particulars of a charge

Laserform

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.compact.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**
You may not use this form to
register a charge where
instrument Use form MF

FRIDAY



A07

A3MLEMDT

12/12/2014

#203

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 5 7 0 5 2 9 3

Company name in full NRS Mobility Care Limited

For official use

5

→ Filing 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 0 8 1 2 2 0 1 4

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 Clydesdale Bank plc (trading as Yorkshire Bank)

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

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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 Squire Patton Boggs (UK) 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 **Sakshi Buttoo (SB16/CLY 301-13)**

Company name **Squire Patton Boggs (UK) LLP**

Address **2 Park Lane**

Post town **Leeds**

County/Region

Postcode **L S 3 1 E S**

Country **England**

DX

Telephone **+44 (0113) 284 7000**



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5705293

Charge code: 0570 5293 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2014 and created by NRS MOBILITY CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2014

P

Given at Companies House, Cardiff on 17th December 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated 10/12/2014
Squire Patton Boggs LLP
SQUIRE PATTON BOGGS (UK) LLP
2 PARK LANE
LEEDS
LS3 1ES

DEED OF ACCESSION - DEBENTURE

This Deed is made on

8 December 2014

between.

- (1) Salus Healthcare Limited (a company incorporated in England and Wales with limited liability and registered number 08415321), 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) Aceso Healthcare Group Holdings Limited, a company incorporated in England and Wales with company number 09330398, 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 of Accession, the **"Debenture"** means a debenture dated 8 December 2014 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**

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:

5.2.1 charges in favour of the Security Agent:

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

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

5.2.2 assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to:

5.2.2.1 the Charged Contracts specified in Schedule 2 (*Charged Contracts*) to this Deed and the benefit of any Derivative Payment in respect of those Charged Contracts; and

5.2.2.2 each Policy specified in Schedule 6 (*Policies*) to this Deed, all Policy Proceeds and all its right, title and interest, present and future, in each Policy and in the Policy Proceeds.

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 2

Charged Contracts

Name of Chargor	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
Salus Healthcare Limited	Share Purchase Agreement	On or around 19 March 2013	(1) Findel PLC (2) Salus Healthcare Limited

SCHEDULE 4

Shares

	Name of owning Chargor	Name of Subsidiary or other company	Company Number	Number and Class of Shares (and where held by nominees, names of nominees)
1.	Nottingham Rehab Limited (Company number 01948041)	NRS Mobility Care Limited	05705293	1 ordinary share of £1.00
2.	Salus Healthcare Limited (Company number 08415321)	Nottingham Rehab Limited	01948041	2 ordinary shares of £1.00

SCHEDULE 6

The Policies

	Policy number	Insurer	Life Assured	Sum Assured	Category of Cover	Term of Cover
1	L0190459763	AEGON Scottish Equitable	Mr Stephen Paul Kennedy	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
2	L0196739763	AEGON Scottish Equitable	James O'Connell	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
3	L0194929763	AEGON Scottish Equitable	John Makin	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
4	0173157876	Legal & General Assurance Society Limited	Philip John Isherwood	£1,000,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years

EXECUTION

The New Chargors

Executed as a deed by J. Makin)
Salus Healthcare Limited)
by a director in the presence of:)

[Redacted Signature]
Director

Witness signature, [Redacted Signature]

Witness Name MATTHEW JOWETT

2 OAKFIELD CLOSE
MENSFORD
LS29 6QE

Witness Address:

Witness Occupation: INVESTMENT
BANKER

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 J. Makin)
Nottingham Rehab Limited)
by a director in the presence of:)

[Redacted Signature]
Director

Witness signature [Redacted Signature]

Witness Name: MATTHEW JOWETT

Witness Address: AS ABOVE

Witness Occupation:

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 **J. Makin**)
NRS Mobility Care Limited)
by a director in the presence of.)

Director

Witness signature:

Witness Name: **MATTHEW JOWETT**

Witness Address: **2 OAKFIELD CLOSE
MENSTON
LS29 6QE**

Witness Occupation: **INVESTMENT
BANKER**

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 **J. Makin**)
Aceso Healthcare Group Holdings)
Limited)
by a director in the presence of:)

Director

Witness signature:

Witness Name **MATTHEW JOWETT**

Witness Address:

Witness Occupation

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: Mark Smith

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: Mark Smith

Dated 10/12/2014
Squire Patton Boggs LLP
SQUIRE PATTON BOGGS (UK) LLP
2 PARK LANE

DEED OF ACCESSION - DEBENTURES

This Deed is made on

8 December 2014

between:

- (1) Salus Healthcare Limited (a company incorporated in England and Wales with limited liability and registered number 08415321), 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) Aceso Healthcare Group Holdings Limited, a company incorporated in England and Wales with company number 09330398, 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 of Accession, the "**Debenture**" means a debenture dated 8 December 2014 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**

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5.2.1 charges in favour of the Security Agent:

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5.2.2.1 the Charged Contracts specified in Schedule 2 (*Charged Contracts*) to this Deed and the benefit of any Derivative Payment in respect of those Charged Contracts; and

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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

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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.

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2	Salus Healthcare Limited (Company number 08415321)	Nottingham Rehab Limited	01948041	2 ordinary shares of £1.00

SCHEDULE 6

The Policies

Policy number	Insurer	Life Assured	Sum Assured	Category of Cover	Term of Cover
1. L0190459763	AEGON Scottish Equitable	Mr Stephen Paul Kennedy	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
2. L0196739763	AEGON Scottish Equitable	James O'Connell	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
3. L0194929763	AEGON Scottish Equitable	John Makin	£500,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years
4. 0173157876	Legal & General Assurance Society Limited	Philip John Isherwood	£1,000,000	Life Assurance, Terminal Illness, Critical Illness, Own Occupation Total and Permanent Disability Benefits	5 years

EXECUTION

The New Chargors

Executed as a deed by)
Salus Healthcare Limited)
by a director in the presence of)

Director

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

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)
Nottingham Rehab Limited)
by a director in the presence of)

Director

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

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:

Witness Address:

Witness Occupation:

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)
Aceso Healthcare Group Holdings)
Limited)
by a director in the presence of:)

Director

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

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 Mark Smith
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: IAN HOWEY

Address: TEMPLE POINT
1 TEMPLE ROW
BIRMINGHAM

Occupation: BANKER

Communications to be delivered to:


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


Fax number: 0844 736 0427

Attention: Mark Smith

The Agent

Executed as a deed by Mark Smith
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: IAN HOWEY

Address: TEMPLE POINT
1 TEMPLE ROW
BIRMINGHAM

Occupation: BANKER

Communications to be delivered to:

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

Fax number: 0844 736 0427

Attention: Mark Smith