

103450-13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

☒ **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 there is no
instrument Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration
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
It must be scanned and placed on the public record



A27 07/11/2013 #331
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 7 3 3 2 3 8 2

Company name in full ABACUS PHYSIOTHERAPY LIMITED ✓

For official use

→ 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 1 1 1 2 0 1 3 ✓

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 Margaret Ann Thornhill Nielson ✓

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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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

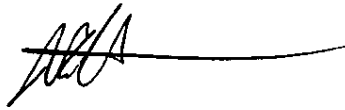
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
Scott Nixon

Company name
Weaver Wroot Accountants

Address
28 Dudley Street

Post town
Grimsby

County/Region
North East Lincolnshire

Postcode
D N 3 1 2 A B

Country
U K

DX

Telephone
01472 355057



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

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7332382

Charge code: 0733 2382 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by ABACUS PHYSIOTHERAPY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2013

Given at Companies House, Cardiff on 12th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

1ST November

2013

Margaret Ann Thornhill Nielsen (1)

Abacus Physiotherapy Ltd (2)

and

Caroline Redding and Nicholas Collins (3)

LOAN AGREEMENT

of business known as

Louth PhysioFirst Centre
Belvoir Way
Fairfield Industrial Estate
Louth
Lincolnshire LN11 0LQ

I hereby certify this to be a true and
accurate copy of the original.

Signed

J. C. Stones, LL.B., Solicitor



Christie Solicitors Limited
Suite 28
Fairfield Enterprise Centre
Lincoln Way
Louth
Lincolnshire LN11 0LS

01507 617716

ref NIE001 0001 C

THIS AGREEMENT is made

1ST day of NOVEMBER 2013

BETWEEN:

- (1) **MARGARET ANN THORNHILL NIELSEN** of "The Gables", Little Carlton, Louth, Lincolnshire LN11 8HP (the **Lender**), and
- (2) **ABACUS PHYSIOTHERAPY LTD** at Freshney Green Primary Care Centre, Sorrel Road, Grimsby, North East Lincolnshire DN34 4GB (incorporated in England and Wales with company registration number 07332382) (the **Borrower**),
- (3) **CAROLINE REDDING** of "Glencoe", Church Lane, Marshchapel, Grimsby, North East Lincolnshire DN36 5TW and **NICHOLAS COLLINS** of 3 Amelia Court, Humberton, Grimsby, North East Lincolnshire DN36 4RU (the **Guarantor**)

each of the Lender, and the Borrower and the Guarantor being a **party** and together the Lender, and the Borrower and the Guarantor are the **parties**

RECITALS

- A The Lender has agreed to provide to the Borrower an unsecured term loan of £15,000 (Fifteen Thousand pounds sterling) subject to the terms and conditions of this Agreement
- B The Guarantor has agreed to guarantee the Indebtedness of the Borrower subject to the terms and conditions of this Agreement

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement, unless otherwise provided

Business Day means a day other than Saturday, Sunday and public holidays when clearing banks are generally open for non-automated business in London,

Business Purchase means the purchase by the Borrower of the Lenders business as more particularly described in clause 4.1

Drawdown Notice means the written notice provided to the Lender by the Borrower under clause 5.1,

Event of Default means any one of the events specified in clause 13.1,

Guarantee means the guarantee required under clause 9,

Indebtedness means the Loan together with all interest (if any) and all other amounts owing from time to time under this Agreement from the Borrower to the Lender/any obligation or liability of the Borrower owed to the Lender for the payment or repayment of money, whether as principal or as surety and

whether present or future, actual or contingent,

Loan means the aggregate principal amount for the time being advanced and outstanding under this Agreement, and

1 2 Unless the context otherwise requires

1 2 1 each gender includes the others,

1 2 2 the singular and the plural each includes the other,

1 2 3 references to clauses, schedules or appendices are to clauses or schedules of and appendices to this Agreement,

1 2 4 references to this Agreement include its Schedule and Appendices, as amended,

1 2 5 references to persons include individuals, unincorporated bodies, government entities, companies and corporations,

1 2 6 including means including without limitation and general words are not limited by example,

1 2 7 clause headings do not affect their interpretation, and

1 2 8 references to legislation include any modification or re-enactment thereof before the date of this Agreement

1 3 Writing includes manuscript, facsimile, and communications in Brail

2 Conditions precedent

2 1 The Lender's obligation to make the Loan (or any part of it) available is conditional on receipt by the Lender of the documents and evidence described in Schedule 1 in a form and substance satisfactory to the Lender

2 2 The Lender's obligation to make the Loan (or any part of it) available is subject to the further conditions that on the actual day of drawdown

2 2 1 the representations and warranties set out in clause 10 to be made or repeated on those dates are true and will continue to be true immediately after making the drawing, and

2 2 2 no Event of Default has occurred, is continuing or would result from making the drawing

2 3 Any of the conditions precedent referred to in clauses 2 1 and 2 2 may be waived by the Lender, in whole or in part, without prejudicing the right of the Lender to require subsequent fulfilment of such conditions

3 The loan

- 3 1 The Lender will lend to the Borrower a principal amount of £15,000 (Fifteen thousand pounds sterling) subject to the terms and conditions of this Agreement

4 Purpose

- 4 1 The Borrower shall only use the Loan for as part of the consideration payable for its purchase of the Lenders business of a Physiotherapist pursuant to an agreement of even date herewith and made between (1) the Lender and (2) the Borrower
- 4 2 The Lender is not obliged to check or verify the use of any amount of the Loan by the Borrower

5 Drawings

- 5 1 Subject to clause 2, the Borrower may draw an advance of the Loan in a single amount on or before completion of the Business Purchase (the **Last Drawdown Date**) by delivering a written notice to the Lender by 10 00 am at least one Business Days before the intended drawdown date
- 5 2 The Borrower may not revoke a Drawdown Notice once it has been given to the Lender without the agreement of the Lender

6 Interest

- 6 1 The Borrower will pay interest on the Loan at the rate of five per cent (5 00%) above the base rate of National Westminster Bank plc which will accrue daily and be payable in arrears on the last Business Day of each month (each an **Interest Payment Date**)
- 6 2 If the Borrower pays all amounts due under this Agreement on the due date for such payment, the interest provided for in clause 6 1 will not be payable by the Borrower to the Lender but in the event of the Borrower not so paying all such amounts on the due date then such interest will be payable by the Borrower to the Lender in connection with the whole of the Loan from the Last Drawdown Date until the date of repayment and as if this clause 6 2 had not been incorporated within this Agreement

7 Repayment

- 7 1 The Borrower will repay the Loan in two installments the first of £10,000 one year after the Last Drawdown Date and the second of £5,000 18 months calendar months after the Last Drawdown Date
- 7 2 On any repayment of part of or the whole of the Loan all the accrued yet unpaid interest on such repayment shall be paid even if the date of such repayment is not an Interest Payment Date

8 Prepayment

- 8 1 The Borrower may with the written agreement of the Lender prepay all or part of the Loan at a time agreed in writing by the Lender who may refuse to give such agreement

9 Guarantee

- 9 1 The repayment of the Indebtedness will be secured by a guarantee from the Guarantor in accordance with this clause 9
- 9 2 In consideration of the Lender agreeing to make the Loan to the Borrower, the Guarantor at the request of the Borrower, unconditionally and irrevocably guarantees to the Lender the discharge of the Indebtedness
- 9 3 If the Borrower defaults in the payment when due of any amount payable to the Lender under this Agreement, the Guarantor will, immediately on demand in writing by the Lender, unconditionally pay that amount to the Lender in the manner prescribed in this Agreement without set-off, deductions or counterclaim as if it were the Borrower
- 9 4 This Guarantee is a continuing guarantee and shall extend to the whole of the Indebtedness, regardless of any intermediate payment and/or discharge in whole or in part of the Indebtedness
- 9 5 This Guarantee will not be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of the Guarantor's obligations under this clause 9 (without limitation and whether or not known to it or the Lender)
- 9 6 If any payment by the Borrower, or any discharge or release given by the Lender, is avoided or reduced as a result of insolvency or any similar event, the liability of the Borrower and Guarantor will continue as if the payment, discharge, release, avoidance or reduction had not occurred and the Lender will be entitled to recover the value or amount of that security or payment. The Guarantor 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 person before claiming from the Guarantor under this clause 9
- 9 7 Until all the Indebtedness has been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may hold in an interest-bearing suspense account any moneys received from the Guarantor, or on account of the Guarantor's liability under this clause 9, for so long and in such manner as the Lender may determine without any obligation to apply such monies towards the discharge of the Indebtedness
- 9 8 Until all the Indebtedness has been irrevocably paid in full, and unless the Lender otherwise directs in writing, the Guarantor shall not exercise any rights which it may have by reason of performance by it of its obligations under this clause 9
- 9 9 The obligations of the Guarantor will be in addition to and independent of all other security which the Lender may at any time hold in respect of any of the obligations of the Borrower under this Agreement and if the Guarantor comprises more than one person then their liability pursuant to this Agreement is joint and several

- 9 10 As an independent and primary obligation, without prejudice to clause 9 2, the Guarantor unconditionally and irrevocably agrees to indemnify and keep indemnified the Lender from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Lender and arising from failure of the Borrower to satisfy the Indebtedness or through any of the Indebtedness becoming unenforceable, invalid or illegal (on any grounds, whether known to it or the Lender or not)

10 Representations and warranties

- 10 1 The Borrower represents and warrants to the Lender that at the date of this Agreement

10 1 1 **Legal status:** the Borrower is a company duly incorporated, validly existing and in good standing under the laws of England and Wales,

10 1 2 **Assets:** the Borrower has power to own its assets and conduct its business as it is now being conducted,

10 1 3 **Approvals and non-contravention:** neither the execution and delivery of this Agreement by the Borrower nor the exercise of its rights and the performance of its obligations under this Agreement

(a) are prohibited by law, regulation or order,

(b) require any approval, filing, registration or exemption, and

(c) are prohibited by, and do not constitute an event of default under, and do not result in an obligation to create security under, any document or arrangement to which it is a party,

10 1 4 **Binding obligations:** the execution of the Agreement by the Borrower has been validly authorised and the obligations expressed as being assumed by it under this Agreement constitute valid, legal, binding and enforceable obligations of it enforceable against it in accordance with their terms,

10 1 5 **Corporate powers:** neither the execution and delivery of this Agreement by the Borrower nor the performance or observance of any of its obligations under this Agreement will result in it breaching any of its corporate powers,

10 1 6 **No default or breach:** the Borrower is not aware of any default or breach under any law, statute, regulation, indenture, mortgage, trust deed, agreement or other instrument, arrangement, obligation or duty by which it is bound,

10 1 7 **Security interests:** no mortgage, charge, pledge, lien, encumbrance or other security interest whatsoever exists over the whole or any part of the undertaking or assets, present or future (including uncalled capital) of the Borrower,

10 1 8 **Disputes:** no litigation or administrative or arbitration proceeding before or of any court, governmental authority or arbitrator is presently taking place, pending or (to the best of the knowledge, information and belief of the Borrower) threatened against or against any of the assets of the Borrower

which might have a material adverse effect on its business, assets or operations or might adversely affect its ability to perform its obligations under this Agreement,

10 1 9 **Authorisations:** the Borrower has obtained all licences, permissions and consents required for the carrying on of its business in all relevant jurisdictions and the Borrower has complied with all conditions attaching to such licences, permissions and consents,

10 1 10 **Ranking of obligations:** the Borrower's obligations under this Agreement rank at least above all its other present and future unsecured and unsubordinated obligations subject to certain categories of its other obligations which will, however, be preferred in a liquidation by virtue of mandatory provisions of statute,

10 1 11 **Borrowing limit:** the borrowing of the full amount available under this Agreement will not cause any limitation on the powers to borrow of the Borrower or its directors to be exceeded,

10 1 12 **Information:** all information supplied by the Borrower to the Lender in connection with this Agreement is true, accurate and complete in all material respects and it is not aware of any material facts or circumstances which have not been disclosed to the Lender which might, if disclosed, adversely affect the decision of a person considering whether or not to lend to the Borrower,

10 1 13 **No termination event:** no actual or potential Event of Default has occurred which has not been remedied or waived,

10 1 14 **Stamping:** no stamp, registration or similar tax is payable, and no filing or registration is required, in connection with the execution, performance and/or enforcement of this Agreement,

10 1 15 **Compliance:** the Borrower has obtained and will comply and ensure that all its subsidiaries comply with all applicable laws and regulations and the terms of all permits, authorisations and licences (including, amongst all other matters, all laws, regulations, permits, authorisations and licences relating to intellectual property matters) required for carrying on its business in all relevant jurisdictions

10 2 The Borrower will repeat the representations and warranties in clause 10 1 above on the actual day of drawdown

11 Undertakings

The Borrower will

11 1 not (unless in the ordinary course of the Borrower's business or with the prior written consent of the Lender) incur any borrowings or indebtedness nor give any guarantee or indemnity in respect of the borrowings or indebtedness of any other person,

11 2 not (unless with the prior written consent of the Lender) create or permit to subsist any mortgage, charge, pledge, lien, encumbrance or security interest of any kind

whatsoever over the whole or part of any of its business and/or assets, both present and future (including uncalled capital),

- 11 3 give the Lender notice in writing immediately upon becoming aware of the occurrence of any Event of Default or other event which, with the giving of notice and/or lapse of time and/or upon the Lender making the relevant determination, would constitute an Event of Default,
- 11 4 for so long as the Indebtedness remains owing by the Borrower to the Lender, keep the Lender fully and promptly informed to such extent and in such form and detail as the Lender may from time to time require with particulars of any matters concerned with and arising out of the activities of the Borrower,
- 11 5 not, without the prior written consent of the Lender, enter into any contract, transaction or arrangement other than is necessary to enable the Borrower to run its business from day to day and in particular not without having given such notice to enter into any service contract or contract for the purchase of any interest in land or agreement under which the Borrower would have obligations of a material nature,
- 11 6 not, without the prior written consent of the Lender and whether by a single transaction or by a series of transactions (related or not) sell, transfer, lend or otherwise dispose of (in any such case otherwise than in the ordinary course of trading) the whole or any substantial part of its business or assets or make any change in the nature of the business of the Borrower,
- 11 7 settle the debts incurred by it in the ordinary course of the business, including (without limitation) trade creditors, in a timely manner,
- 11 8 conduct and carry on its business in a proper, efficient and professional manner and not make any substantial alteration in the mode of conduct of that business and keep or cause to be kept proper books of accounts relating to such business

12 Insurance obligations

The Borrower shall insure and keep insured all assets against such risks as the Lender may require for their full reinstatement and replacement value with such insurers and under such policies as the Lender may approve including, but without prejudice to the generality of the foregoing, insurance against loss or damage howsoever caused or arising and third party insurance

13 Events of default

13 1 An Event of Default occurs if

- 13 1 1 the Borrower or the Guarantor fails to perform and observe any of its obligations hereunder, including failures to make any payment due under this Agreement on the relevant due date,
- 13 1 2 the Borrower or the Guarantor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986,

- 13 1.3 a petition is presented for the administration of, the winding up of or the appointment of a liquidator, receiver or administrator or similar officer (unless such petition is contested in good faith and on substantial grounds or is dismissed or withdrawn within 30 days of such presentation) to the Borrower or an order is made for the Borrower's administration or winding up or a resolution of the members or directors is passed to effect the Borrower's winding up or administration,
- 13 1.4 the Borrower or the Guarantor enters into any agreement, composition or arrangement with any of its creditors,
- 13 1.5 any part of the assets of the Borrower or the Guarantor with an aggregate value of £1,000 (one thousand pounds sterling) enters into possession of an encumbrancer or is subject to the levy or enforcement of distress or execution or the appointment of a receiver or other analogous act and such action is not discharged within 30 days,
- 13 1.6 the Borrower or the Guarantor ceases or threatens to cease to carry on the whole or a substantial part of its business otherwise than as part of a solvent internal reorganisation and subject to the prior agreement of the Lender that the same shall not be construed as an Event of Default, or
- 13 1.7 any indebtedness of the Borrower or the Guarantor owed to a third party, or any indebtedness of any third party guaranteed or secured by the Borrower, entered into in the normal course of business of the Borrower, including indebtedness under any acceptance credit, bill of exchange or debenture, is not paid when due or becomes due and payable prior to the Borrower's date of repayment
- 13 2 On and at any time following the occurrence of an Event of Default (provided that such Event of Default is continuing), the Lender may, at any time, without prejudice to any of its other rights, by notice to the Borrower declare that
 - 13 2.8 the obligation of the Lender to make the Loan or any part of it available will be immediately terminated, and/or
 - 13 2.9 all outstanding amounts, all accrued interest and all other amounts payable under this Agreement will be immediately due and payable by the Borrower, and/or
 - 13 2.10 all outstanding amounts, all accrued interest and all other amounts payable under this Agreement are payable on demand,

14 Costs

- 14 1 The Borrower shall pay to the Lender the following
 - 14 1.1 all reasonable and proper costs, fees and expenses (including, but not limited to, legal fees and VAT thereon) incurred by the Lender in connection with preserving or enforcing or attempting to preserve or enforce any of the Lender's rights under this Agreement

15 Currency and payments

- 15 1 All payments made under this Agreement will be made in sterling, in immediately available funds during normal banking hours to such bank account as the Lender shall specify
- 15 2 If any such sum falls due for payment under this Agreement on a day which is not a Business Day, it shall be paid on the next succeeding Business Day
- 15 3 The Borrower will pay all sums payable under this Agreement in full without any set off or counterclaim and (save insofar as required by law to the contrary) free and clear of and without any deduction or withholding from any payment to the Lender
- 15 4 If the Borrower is required to deduct or withhold any amount from any payment the Borrower will immediately pay to the Lender such additional amounts so that the Lender receives the full amount it would have received had no such deduction or withholding been required. The Borrower will simultaneously provide the Lender with a certificate of deduction or withholding in respect of the amount deducted or withheld together with evidence satisfactory to the Lender that the amount so deducted or withheld has been paid over to the relevant authorities as and when due

16 Set-off

- 16 1 The Lender may at any time set off any credit balance to which the Borrower is entitled or any other indebtedness of the Lender owing to the Borrower against any sum then payable by the Borrower to the Lender under this Agreement
- 16 2 The Borrower irrevocably authorises the Lender to purchase such other currencies as may be necessary to effect the set-off
- 16 3 The Lender will notify the Borrower of any exercise of this power of set-off

17 Miscellaneous

17.1 Survival

Notwithstanding termination of this Agreement, any provisions which have not been fully implemented or performed remain in full force and effect and will continue to bind, and to be enforceable against the relevant party and will not be extinguished or affected by any other event or matter except a specific and duly authorised written waiver or release of the other party to this Agreement

17.2 Variation

Variations to this Agreement will only have effect when agreed in writing by the parties' authorised representatives

17.3 Severability

The unenforceability of any part of this Agreement will not affect the enforceability of any other part

17.4 Waiver

Unless otherwise agreed, no delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy

17.5 Consent

Consent by a party, where required, will not prejudice its future right to withhold similar consent

17.6 Further assurance

Each party will, at the cost of the Borrower, do all further acts and execute all further documents necessary to give effect to this Agreement

17.7 Rights of third parties

This Agreement is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999

17.8 Assignment and subcontracting

17.8.1 The Lender may assign any of its rights under this Agreement or transfer all its rights or obligations by novation to a bank or financial institution

17.8.2 The Borrower may not assign any of its rights or transfer any rights or obligations under this Agreement

17.9 Entire agreement

This Agreement and documents referred to in it represents the entire agreement between the parties and supersede all previous agreements, term sheets and understandings relating to the Loan made available in this Agreement whether written or oral

17.10 Succession

This Agreement will bind and benefit each party's successors and assigns

17.11 Counterparts

This Agreement may be signed in any number of separate counterparts. Each, when executed and delivered by a party, will be an original, all counterparts will together constitute one instrument

18 Notices

18.1 Notices under this Agreement will be in writing and sent to the person and address in clause 18.2. They may be given, and will be deemed received.

18.1.1 by first-class post two Business Days after posting,

18.1.2 by airmail seven Business Days after posting,

18.1.3 by hand on delivery,

18.1.4 by facsimile on receipt of a successful transmission report from the correct number,

18 2 Notices will be sent

18 2 5 to the Borrower at John Barkers Solicitors, 9/11 Old Market Place, Grimsby, North East Lincolnshire, DN31 1JN REF JCS

18 2 6 to the Lender at Christie Solicitors Ltd, Suite 28, Fairfield Enterprise Centre, Lincoln Way, Fairfield Way, Fairfield Industrial Estate, Louth, Lincolnshire, LN11 0LS REF EGPC

18 2 7 [to the Guarantor at John Barkers Solicitors, 9/11 Old Market Place, Grimsby, North East Lincolnshire, DN31 1JN REF JCS

19 Confidential information

19 1 The Lender may disclose

19 1 1 on a confidential basis to a subsidiary and any actual or potential assignee, transferee or sub-participant of its rights or obligations under this agreement in addition to any publicly available information such information about the Borrower and the Guarantor as the Lender shall consider appropriate, and

19 1 2 any information about the Borrower and the Guarantor to any person to the extent that it is required to do so by any applicable law, regulation or court order

19 2 Subject to clause 19 1, none of the parties will, without the other's prior written consent, disclose

19 2 3 the existence or terms of this Agreement,

19 2 4 any information relating to the customers, suppliers, methods, products, plans, finances, trade secrets or otherwise to the business or affairs of the other party which is obviously confidential or has been identified by the other party as such, and

19 2 5 any information developed by either party in performing its obligations under, or otherwise pursuant to this Agreement,

clauses 19 2 3, 19 2 4 and 19 2 5 together the **Confidential Information**

19 3 Neither party will use the other's Confidential Information except to perform this Agreement

19 4 Disclosure of Confidential Information may be made to a party's

19 4 6 officers,

19 4 7 employees,

19 4 8 professional advisers, and

19.4 9 consultants and other agents,

on condition that the party disclosing is responsible for compliance with the obligations of confidence hereunder

19 5 Confidential Information does not include information which

- 19 5 10 is or becomes public other than by breach of this Agreement,
19 5 11 was known to the other party before this Agreement without breach of confidence,
19 5 12 is independently developed by or becomes available to the other party without using any information supplied by the first party, or
19 5 13 is required to be disclosed by law or regulatory authority
- 19 6 On termination of this Agreement all confidential information relating to or supplied by a party and which is or should be in the other's possession will be returned by the other
- 19 7 This clause 19 will remain in force for a period of five (5) years from the date of termination of this Agreement

20 Governing law and jurisdiction

- 20 1 This Agreement is governed by the laws of England and Wales
- 20 2 The parties will submit to the exclusive jurisdiction of the courts of England and Wales

This lease has been executed and delivered as a deed today

Signed as a deed by MARGARET ANN)
THORNHILL NIELSEN

In the presence of

Witness signature)

Name (in BLOCK CAPITALS)

Address

Occupation

Signed as a deed by ABACUS
PHYSIOTHERAPY LTD acting by two
directors

) *Redding*
[Director]

) *[Signature]*
[Director]

Signed as a deed by CAROLINE
REDDING

) *Redding*

In the presence of

Witness signature

Name (in BLOCK CAPITALS)

Address

Occupation

) *J.C. Stones*
JONATHAN COLIN STONES
9/11 OLD MARKET PLACE
GRIMSBY, N.E. Lincs
SOLICITOR/PARTNER

Signed as a deed by NICHOLAS COLLINS)

[Signature]

In the presence of

Witness signature

Name (in BLOCK CAPITALS)

Address

Occupation

) *J.C. Stones*
AS ABOVE

SCHEDULE 1

Conditions Precedent

- 1 The duplicate of this Agreement duly executed by the Borrower
- 2 A copy, certified as a true copy by an officer of the Borrower, of the certificate of incorporation and current memorandum and articles of association of the Borrower
- 3 A copy, certified as a true copy by an officer of the Borrower, of a board resolution of the Borrower authorising acceptance and execution of the Agreement and nominating one or more persons to sign and execute this Agreement on behalf of the Borrower
- 4 The certificate of an officer of the Borrower that no Event of Default has occurred (or with the giving of notice or lapse of time or both would occur) in respect of any existing security granted by the Borrower
- 5 The executed Drawdown Notice