Company name: PLATINUM CARE SERVICES LIMITED
Company number: 04896594

Received for Electronic Filing: 30/03/2018

Details of Charge

Date of creation: 28/03/2018
Charge code: 0489 6594 0005
Persons entitled: KAMALDEEP SINGH TAKHAR

Brief description:
Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: KAMALDEEP SINGH TAKHAR
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 4896594

Charge code: 0489 6594 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2018 and created by PLATINUM CARE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th March 2018.

Given at Companies House, Cardiff on 4th April 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.

Companies House
DATED

28 MARCH 2018

DEBENTURE

between

PLATINUM CARE SERVICES LIMITED

and

KAMALDEEP SINGH TAKHAR
Index of Clauses

1. Definitions and interpretation
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23. Law
24. Jurisdiction
DATE: 28 MARCH 2018

PARTIES

(1) PLATINUM CARE SERVICES LIMITED company number: 04896594 (the Chargor) of Suite 605, 11 Glenthorne Road, Hammersmith, London W6 0LH; and

(2) KAMALDEEP SINGH TAKHAR of (the Chargee).

INTRODUCTION

(A) The Chargor has agreed to enter into this Debenture to secure the liabilities of the Debtor to the Chargee under or arising from the terms of the Share Purchase Agreement (as defined below).

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION.

1.1 Definitions

In this deed Encumbrance, Environmental Law, Event of Default, Finance Documents, IP Rights, IP Licences, Permitted Encumbrance, Permitted Disposal and Security Documents have the same meanings as in the Agreement and the following expressions have the following meanings:

Administrator any one or more persons appointed as an administrator of the Chargor under paragraph 14 of Schedule B1 to the Insolvency Act.

Charged Property the assets held on trust, mortgaged, charged or assigned by the Chargor under this deed.

Debts all book and other debts and rights to money and income liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank.

Debtor means Kenley Limited company number: 015837V having its registered office at First Floor, Millennium House, Victoria Road, Douglas, Isle of Man.

Deferred Consideration has the meaning ascribed to such term in the Share Purchase Agreement.

Financial Collateral Regulations the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226).

Finance Documents means the Share Purchase Agreement and this Debenture.

Insolvency Act the Insolvency Act 1986.
**Lease** includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly.

LPA the Law of Property Act 1925.

**Plant and Equipment** any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not included in freehold or leasehold property by virtue of clause 1.3(e).

**PSC Entity** any company the shares in which form part of the Charged Property.

**PSC Information Request** a notice issued under s.790D (2) or (5) of the Companies Act 2006.

**PSC Enforcement Notice** a warning notice or restriction notice (each as defined in Sch.B1 para.1 (2) of the Companies Act 2006).

**Real Property** all freehold or leasehold property forming part of the Charged Property.

**Receiver** any one or more persons appointed as a receiver, receiver and manager or administrative receiver under this deed.

**Related Rights** in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to the Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement;

**Secured Liabilities** means the Deferred Consideration together with all or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Chargee by the Debtor and/or the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Chargee shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Chargee may charge or incur in respect of any of those matters;

**Share Purchase Agreement** means the share sale and purchase agreement relating to the shares in NH Group Ltd dated on or about the date hereof between (1) the Debtor as purchaser (2) the Chargee as seller and (3) Gurpreet Singh Takhar as seller.

1.2 **Construction of charging clause**

Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the re-characterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.

1.3 **Incorporation**
This deed incorporates the terms of the Finance Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s.2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Interpretation

Clause 1.3 (Interpretation) of the Agreement is deemed to be incorporated in this deed with references to "this agreement" being deemed to be references to "this deed" and, unless a contrary indication appears, any reference in this deed to:
(a) the "Chargee" includes its successors and assigns;
(b) "liabilities" include present and future, actual and contingent liabilities;
(c) "assets" include present and future property, revenues and rights of every description;
(d) "powers" include rights, powers, discretions and authorities;
(e) any asset include any proceeds of sale of any such asset;
(f) any freehold or leasehold property include:
   (i) buildings and fixtures and fixed plant and machinery on such property;
   and
   (ii) rights under any contract for the purchase of such property and damages payable in respect of any such contract.

1.5 Continuation of undertakings

Any undertaking made by or obligation imposed on the Chargor in this deed will continue in force until the Chargee is satisfied that it has no further obligation to provide financial accommodation to the Chargor and all the Secured Liabilities have been irrevocably paid in full.

2. Undertaking to pay

2.1 The Chargor undertakes with the Chargee to pay the Secured Liabilities to the Chargee when due.

3. Fixed security

3.1 As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:
(a) charges to the Chargee by way of legal mortgage all freehold or leasehold property owned by the Chargor at the date of this deed;
(b) charges to the Chargee by way of equitable mortgage any freehold or leasehold property acquired by the Chargor after the date of this deed;

(c) charges to the Chargee by way of fixed charge its rights and interest in:
   (i) any present or future licences under which the Chargor is entitled to occupy any land or buildings and any Related Rights;
   (ii) any Plant and Equipment owned by the Chargor are the date of this deed;
   (iii) any present or future Dividend;
   (iv) its present and future goodwill and uncalled capital;
   (v) any present or future Debts;
   (vi) any present or future insurances in respect of any Charged Property and any Related Rights; and
   (vii) any present or future IP Rights and IP Licences and any Related Rights;

(d) assigns to the Chargee by way of equitable mortgage:
   (i) any present or future Investment; and

(e) assigns to the Chargee by way of fixed security its rights and interest in any agreements and any Related Rights to the extent capable of assignment without infringing any provision of such agreement;

(f) to the extent that any agreement is not capable of assignment without infringing any provision of such agreement but is capable of being charged, charges to the Chargee by way of fixed security its rights and interest in such agreement and any Related Rights;

(g) to the extent that any agreement is not capable of assignment or charge without infringing any provision of such agreement, charges to the Chargee the proceeds of any Related Rights in respect of such agreement.

4. FLOATING SECURITY

4.1 Creation

As continuing security for the payment of the Secured Liabilities the Chargor charges to the Chargee by way of floating charge with full title guarantee all its present and future assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Chargee by way of fixed security pursuant to clause 3.1.

4.2 Conversion
Subject to clause 4.3, the Chargee may at any time by written notice to the Chargor convert the floating charge created by clause 4.1 into a fixed charge as regards any assets specified in the notice if:

(a) an Event of Default has occurred; or

(b) in the opinion of the Chargee such assets are at risk of becoming subject to any Encumbrance (other than a Permitted Encumbrance) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor (otherwise than as a result of a Permitted Disposal).

4.3 Moratorium under Insolvency Act

The Chargee shall not be entitled to convert the floating charge created by clause 4.1 into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under section 1A of and Schedule A1 to the Insolvency Act.

4.4 Qualifying floating charge

Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act applies to the floating charge created by clause 4.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act.

5. NON ASSIGNABLE ASSETS AND NOTICES OF ASSIGNMENT

5.1 Consents

If any Lease, agreement or other asset (each a non-assignable asset) of the Chargor cannot be validly mortgaged, charged or assigned in accordance with the terms of this deed for any reason including any prohibition which is binding on the Chargor on mortgaging, charging or assigning the non-assignable asset without the consent of a third party the Chargor shall use its best endeavours (having regard exclusively to the interests of the Chargee) to obtain promptly any consent or agreement required for mortgaging, charging or assigning the non-assignable asset in accordance with the terms of this deed.

5.2 Status of non assignable assets

Until such time as a non assignable asset is validly mortgaged, charged or assigned to the Chargee in accordance with the terms of this deed:

(a) the Chargor shall hold the benefit of the non assignable asset on trust for the Chargee unless the non assignable asset cannot validly be held on trust for the Chargee;
(b) if the non assignable asset cannot be validly held on trust for the Chargee, the Chargor shall to the extent that it can lawfully do so deal with the non assignable asset in such manner as the Chargee or any Receiver shall direct.

5.3 Status after consent obtained

When any consent or agreement required for validly mortgaging, charging or assigning a non assignable asset is obtained, the non assignable asset shall become subject to the mortgage, charge or assignment expressed to be created over it under this deed.

6. DEBTS

6.1 Dealings with Debts

The Chargor shall:

(a) use its best endeavours (having regard exclusively to the interests of the Chargee) to realise the Debts and not to give any release or waiver or do anything which may prejudice the collection and recovery of any of the Debts;

(b) from time to time if required by the Chargee provide the Chargee with the names and addresses of the debtors of the Chargor and the amount of the Debts owing from each of them and such other information relating to the Debts as the Chargee may require;

(c) pay the proceeds of realisation of any Debt into an agreed bank account and not withdraw any money from the agreed bank account without first obtaining the consent in writing of the Chargee; and

7. REPRESENTATIONS

7.1 Duration and Scope

The Chargor makes the representations and warranties in this clause to the Chargee on the date of this deed. Such representations and warranties will be deemed to be repeated by the Chargor on each day on which any representations and warranties in the Agreement are repeated in relation to the then existing circumstances.

7.2 Representations and warranties

(a) The Chargor is the legal and beneficial owner of the Charged Property.

(b) The Charged Property is free from any Encumbrance (other than a Permitted Encumbrance).

(c) The Real Property is free from any Lease.

(d) The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.
(e) All the Charged Property of a repairable nature is in good and substantial repair.

(f) No PSC Information Request has been issued to the Chargor in respect of any PSC Entity other than any PSC Information Request with which the Chargor has complied or in respect of which the Chargor has provided a valid reason for non-compliance.

(g) No PSC Enforcement Notice has been issued in respect of the shares in any PSC Entity.

(h) There is no breach of any law which materially adversely affects the Charged Property.

(i) There are no covenants, agreements, reservations, conditions, interest rights or other matters whatever which materially adversely affect the Real Property.

(j) No facility necessary for the enjoyment and use of the Real Property is subject to terms entitling any person to terminate or curtail its use.

(k) Nothing has arisen or has been created or is subsisting which would be an overriding interest over the Real Property.

8. **NEGATIVE UNDERTAKINGS**

8.1 *Negative pledge*

The Chargor shall not create or permit to subsist any Encumbrance over any of its assets other than a Permitted Encumbrance.

8.2 *Disposals*

(a) The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property.

(b) Paragraph (a) above does not apply to any Permitted Disposal.

9. **UNDERTAKINGS RELATING TO THE CHARGED PROPERTY**

9.1 *Repair*

The Chargor shall:

(a) keep the Charged Property which is of a repairable nature in good and substantial repair and condition; and

(b) not, without the prior written consent of the Chargee, make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any of the Real Property.
If the Chargor fails to comply with the undertakings in paragraphs (a) and (b) above the Chargee will be entitled to repair and maintain the Charged Property and carry out works of reinstatement at the cost of the Chargor and will for this purpose have the rights of entry set out in this clause.

9.2 **Insurance**

(a) The Chargor shall except as provided in paragraph (d) below keep all Charged Property which is of an insurable nature insured against all risks which a prudent person carrying on a business similar to that of the Chargor would reasonably insure against and against such other risks as the Chargee may from time to time specify:

(i) in the case of Charged Property other than buildings to its full replacement value; and

(ii) in the case of buildings on a full reinstatement basis and against all professional fees, value added tax, demolition and site clearance charges and loss of rental and other income derived from such buildings for at least three years.

(b) The Chargor shall additionally effect and maintain insurance against loss of data, errors and omissions, product liability, product extortion, product tampering and such other risks which a prudent person carrying on a business similar to that of the Chargor would reasonably insure against and against such other risks as the Chargee may from time to time specify.

(c) All such insurances shall be in amount and form and with an insurance office acceptable to the Chargee and the Chargor shall as soon as requested produce the policy and the last receipt for such insurances to the Chargee and shall apply all money received by virtue of such insurances either in making good the loss or damage in respect of which the money was received or at the option of the Chargee in or towards payment of the Secured Liabilities. If the Chargor fails to comply with this clause the Chargee will be entitled to effect any relevant insurance at the cost of the Chargor.

(d) If the Real Property includes any leasehold property of which the Chargor is the tenant and the landlord under the lease (or any superior landlord) is responsible for the insurance of any buildings on such Real Property and if the terms of such insurance are satisfactory to the Chargee and the Chargor:

(i) procures that the interest of the Chargee is endorsed on every relevant policy;

(ii) procures that every relevant policy contains a clause of the type referred to in paragraph (e) below; and

(iii) provides a full copy of every relevant policy to the Chargee once in every year together with a copy of the receipt for that year's premium,
then such insurance will be deemed to have been accepted by the Chargee in satisfaction of the obligation of the Chargor in this deed to insure the relevant buildings.

(e) The Chargor shall ensure that every insurance policy contains a clause (in terms satisfactory to the Chargee) under which such insurance will not be prejudiced, vitiated or avoidable as against a mortgagee in the event of any misrepresentation, act or neglect or failure to disclose on the part of the insured party or parties and will not be invalidated as against a mortgagee for failure to pay any premium owing without the insurer giving to the Chargee ten working days prior written notice.

9.3 Proprietorship

The Chargor shall not permit any person:

(a) to be registered as proprietor under the Land Registration Act 2002 of any Real Property nor create or permit to arise any overriding interest (as defined in such Act) affecting the Real Property; or

(b) to become entitled to any proprietary right or interest which might affect the value of the Real Property.

9.4 Notification of acquisitions and disposals

The Chargor shall promptly notify the Chargee of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Chargor of any interest in freehold or leasehold property or, without prejudice to clause 9.2, any disposal by the Chargor of an interest in any Real Property.

9.5 Powers of leasing

The Chargor's statutory and any other powers of entering into Leases and accepting or agreeing to accept surrenders of Leases are excluded and shall not be exercisable by the Chargor in relation to the Real Property and the Chargor shall not without the prior written consent of the Chargee:

(a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Real Property;

(b) grant any permission to assign, underlet or part with possession or occupation of any Real Property;

(c) agree or permit any amendment to or waiver of the terms of any Lease (including any Lease under which the Chargor is tenant); or

(d) exercise any power to determine any Lease.

9.6 Power of entry
The Chargor shall permit the Chargee, its agents and contractors at reasonable times and upon reasonable notice (or at any time without notice after the occurrence of an Event of Default or in case of emergency) to enter into or upon any Real Property without becoming liable as mortgagee in possession:
(a) to view the state and condition of or to value it;
(b) to comply with or object to any direction or notice or other matter served upon the Chargor; and
(c) to carry out at the expense of the Chargor any repairs or maintenance or to take any action which the Chargee considers necessary or desirable in connection with any Real Property to procure compliance with any obligation in this deed.

9.7 Compliance with obligations

The Chargor shall in respect of the Real Property:
(a) pay all rents, rates, outgoings and other sums payable and observe and comply with any covenants, stipulations and conditions binding on the Chargor;
(b) enforce all tenant’s obligations under any Lease over any of the Real Property;
(c) comply with all obligations under any law and produce to the Chargee within seven days of receipt every notice, order or proposal given or made by any competent authority and make any objections and representations against it as the Chargee may require or approve;
(d) not commit any waste which injures or lessens the value of the Real Property;
(e) not detach or allow any fixture to be detached from the Real Property except for the purpose of replacing it by another of at least equal value.

9.8 Environmental Law

The Chargor shall comply with all the requirements of Environmental Law in the conduct of its business and in the management, possession or occupation of any land and shall apply for and obtain all authorizations, licenses and consents necessary to ensure that it does not breach Environmental Law.

9.9 PSC Register

(a) The Chargor shall immediately notify the Chargee if any PSC Information Request is issued to the Chargor in respect of any PSC Entity and shall:
(i) comply with each PSC Information Request or provide a valid reason for non-compliance;
(ii) provide the Chargee with a copy of each such PSC Information Request.
(b) The Chargor shall immediately notify the Chargee if any PSC Enforcement Notice is issued to the Chargor in respect of shares or other interests in any PSC
Entity and shall provide the Chargee with a copy of each such PSC Enforcement Notice.

9.10 Failure to comply

If the Chargor fails to comply with any of its obligations under this deed the Chargee may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor.

10. ENFORCEMENT OF SECURITY

10.1 Chargor's powers

On the occurrence of an Event of Default or if the Chargor requests that the Chargee exercises any of its powers under this clause 11, this deed shall become enforceable and the Chargee may immediately or at any time thereafter:

(a) by notice to the Chargor and the Chargor's right to possession of all or any part of any Real Property forming part of the Charged Property and enter into possession of all or such Real Property;

(b) appoint one or more persons as an Administrator of the Chargor in accordance with Schedule B1 to the Insolvency Act;

(c) exercise the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed;

(d) subject to clause 4.3 (Moratorium under Insolvency Act), by written notice to the Chargor convert the floating charge created by clause 4.1 (Floating Charge) into a fixed charge as regards any assets specified in the notice;

(e) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with sections 99 and 100 of the LPA;

(f) subject to s.72A of and para.43 of Sch.A1 to the Insolvency Act, appoint one or more persons as a receiver or receiver and manager or administrative receiver of any Charged Property;

(g) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;

(h) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;

(i) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Chargee shall value such Charged Property by reference to an
independent valuation or other procedure selected by the Chargee acting reasonably.

10.2 Powers under the LPA

(a) Section 103 of the LPA will not apply to this deed.

(b) The power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor.

10.3 Cash Cover

After the occurrence of an Event of Default the Chargor shall, immediately on demand, provide to the Chargee full cash cover for any contingent liabilities forming part of the Secured Liabilities including liabilities arising in respect of bills of exchange or promissory notes accepted, endorsed or discounted and bonds, guarantees, indemnities, documentary or other credits or other instruments from time to time entered into by the Chargee.

10.4 Administrators

If the Chargee appoints two or more persons as Administrator of the Chargor, the appointment may specify whether those persons are to act jointly or concurrently.

10.5 Receivers

(a) The Chargee may appoint any Receiver upon such terms as to remuneration and otherwise as the Chargee thinks fit and the maximum rate specified in s.109(6) of the LPA shall not apply.

(b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Chargee.

(c) Where two or more persons are appointed as Receiver under this deed any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.

(d) The Chargee may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Chargee appoints any other person as Receiver in his place.

11. Powers of Receiver and Chargee

11.1 Statutory powers
A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated in this deed.

11.2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power:

(a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed; and

(b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Encumbrances created by this deed or the realisation of any Charged Property;

and may use the name of the Chargor in connection with any exercise of such powers.

11.3 Consideration

The receipt of the Chargee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Chargee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

11.4 Prior encumbrances

At any time after the security given by this deed has become enforceable, the Chargee may redeem any prior Encumbrance against the Charged Property or procure a transfer of such Encumbrance to itself and may agree the accounts of the person entitled to that Encumbrance and any accounts so agreed will be binding on the Chargor. Any money paid by the Chargee in connection with a redemption or transfer of a prior encumbrance will form part of the Secured Liabilities.

11.5 Possession

If the Chargee, any Receiver or any delegate of either of them takes possession of any Charged Property it may go out of possession at any time.

12. DELEGATION OF POWERS BY CHARGEE OR RECEIVER

12.1 Delegation
The Chargee or any Receiver may from time to time delegate by power of attorney or in any other manner to any person any powers which are for the time being exercisable by the Chargee or a Receiver under this deed in relation to any Charged Property and any such delegation may be made upon such terms as the Chargee or such Receiver may think fit.

12.2 Liability for delegates

Neither the Chargee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or damage arising from any act or omission on the part of any such delegate unless such loss or damage is caused by the fraud or gross negligence of the delegate.

13. Exclusion of liability

13.1 No obligation to recover

Neither the Chargee or any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

13.2 Liability as mortgagee in possession

If the Chargee or any Receiver takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

13.3 Losses on enforcement

The Chargee or any Receiver will not be liable to the Chargor for any loss or damage arising from:

(a) any sale of any Charged Property;
(b) any act, default or omission of the Chargee or any Receiver in relation to any Charged Property; or
(c) any exercise or non-exercise by the Chargee or any Receiver of any power conferred upon it in relation to any Charged Property under this deed or by the LPA;

unless such loss or damage is caused by the fraud or gross negligence of the Chargee or any such Receiver.
14. Reimbursement and Indemnity

14.1 Reimbursement

Any money paid by the Chargee or any Receiver:

(a) as a result of the Chargee or any Receiver taking action which the Chargee or any Receiver considers necessary or desirable in connection with any Charged Property or to procure compliance with any obligation of the Chargor in this deed; or

(b) in respect of any action or thing expressed in this deed to be done at the cost of the Chargor;

and all costs, fees, taxes and expenses incurred by the Chargee or any Receiver under or in connection with this deed or its enforcement and/or the preservation of the Chargee's rights under this deed shall be reimbursed by the Chargor to the Chargee on demand.

14.2 Indemnity

The Chargor shall indemnify the Chargee (whether or not acting as mortgagee in possession) and any Receiver against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way (including any liability of the Chargor or any Receiver under any Environmental Law) which may at any time be incurred by either of them (or by any person for whom they may be vicariously liable) in connection with this deed or for anything done or omitted to be done in the exercise or purported exercise of their powers under this deed unless such liabilities, claims and expenses are caused by the fraud or gross negligence of the Chargee or any Receiver.

15. Application of Sums Realised

15.1 Order of application

Subject to claims having priority to the Encumbrances created by this deed all money recovered by the Chargee or any Receiver as a result of the enforcement of this deed or the Encumbrances created by this deed will be applied in the following order:

(a) in payment of all costs, fees, taxes and expenses incurred by the Chargee or any Receiver in connection with the exercise of the powers set out in this deed and all other outgoings properly payable by any Receiver;

(b) in payment of remuneration to any Receiver;

(c) in or towards payment of the Secured Liabilities; and

(d) the balance (if any) will be applied as required by law.
15.2 Contingent or future liabilities

If any money is received by the Chargee or a Receiver as a result of the enforcement of this deed or the Encumbrances created by this deed at a time when the Secured Liabilities include contingent or future liabilities the Chargee or such Receiver may hold some or all of such money in a suspense account.

16. PROTECTION OF PERSONS DEALING WITH CHARGEe OR RECEIVER

No person dealing with the Chargee or any Receiver will be concerned to enquire:

(a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;

(b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or

(c) whether any Secured Liabilities remain owing.

17. NOTICE OF SUBSEQUENT CHARGE

17.1 If the Chargee receives notice of any Encumbrance or other interest affecting any Charged Property:

(a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account;

(b) if the Chargee does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Chargee will as from the time of receipt of such notice by the Chargee be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

18. FURTHER ASSURANCE

When required by the Chargee or any Receiver the Chargor shall, at its own cost:

(a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any assets of the Chargor and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding section 93 of the LPA and the restrictions contained in section 103 of the LPA and such other provisions including any similar to those in this deed as the Chargee may reasonably require;

(b) execute any documents or do any other thing which the Chargee or any Receiver may require for perfecting or protecting any Encumbrance created by this deed
or in connection with the exercise of any powers given to the Chargee or any Receiver under this deed; and

(c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Chargee or any Receiver may require in connection with any enforcement of any Encumbrance created by this deed.

19. **POWER OF ATTORNEY BY CHARGOR**

The Chargor irrevocably and by way of security appoints each of the Chargee, any person selected by the Chargee and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

(a) the Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or

(b) the Chargor is obliged to execute or do under this deed.

20. **DISCHARGE OF SECURITY**

20.1 *Discharge conditional*

Any discharge of the Chargor by the Chargee in reliance on a payment or security received by the Chargee will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Chargee will be entitled to recover from the Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

20.2 *Retention of security*

Following any discharge of the Chargor made by the Chargee in reliance on a payment or security the Chargee may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Chargee may retain the security constituted by this deed for as long as it thinks fit.

21. **REDEMPTION**

After the Chargee is satisfied that the Secured Liabilities have been repaid in full and that it is not under any obligation to provide financial accommodation to the Chargor the Chargee will at the request and cost of the Chargor release the Charged Property from the Encumbrances created by this deed.
22. MISCELLANEOUS

22.1 Possession

The Chargor shall be entitled to possession of the Real Property until termination of such right by the Chargee under clause 10.1(a).

22.2 Third Party Rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

22.3 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of monies due to the Chargee.

22.4 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Chargee or any other person of any other security at any time held by the Chargee.

22.5 Consolidation

The restrictions on the right of consolidating mortgage securities contained in section 93 of the LPA will not apply to this deed.

22.6 Land Registry Consent

By executing this deed the Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties) which are at any time subject to this deed:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [CHARGEE] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its [its secretary or conveyancer OR SPECIFY APPROPRIATE DETAILS]."

23. LAW

This deed and any non-contractual obligation arising out of or in connection with this deed shall be governed by English law.
This deed has been executed and delivered as a deed on the date shown at the beginning of this deed.
Executed as a deed by Platinum Care Services Limited
a company incorporated in England acting by Gurpreet Singh Takhar


Authorised signatory - Director

in the presence of:

Witness:

Occupation: Senior Company Administrator

Address:

First Floor, Millennium House
Victoria Road, Douglas,
Isle of Man

Signed as a deed by Kamaldeep Singh Takhar of 7 Riverview Gardens, Barnes, London SW13

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Kamaldeep Singh Takhar

in the presence of:

Witness:

Occupation: Senior Company Administrator

Address:

First Floor, Millennium House
Victoria Road, Douglas,
Isle of Man

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