

# MR01

## Particulars of a charge



23/431/143

**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](http://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 MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
scanned and placed on the public record



\*A3APHUQ9\*  
A07 24/06/2014 #11  
COMPANIES HOUSE

TUESDAY

### 1 Company details

Company number 0 4 2 4 9 8 5 0

Company name in full Tracscare 2007 Limited (the "Charging Company")

21 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 01 03 2006 20 06 2014

### 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 GE Corporate Finance Bank SAS, London Branch

(in its capacity as Security Agent, as such term is defined in the

Name deed of accession and charge (the "Deed") accompanying this form

MR01)

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

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### 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

Terms defined in the Deed shall have the same meanings when used in this Form MR01. Other terms used in the Deed and referred to in this Section 4 are defined in the Continuation Pages to this Form MR01

The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged, amongst other things, the land and intellectual property detailed on the Continuation Page to this Form MR01

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### 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

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### 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

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### 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

# MR01 - continuation page

## 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
Description	<p>1 By way of legal mortgage, the following Land in England and Wales vested in it on the date of the Deed and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Deed</p> <p>(i) Freehold property known as 30 Merthyr Dyfan Road, Barry (CF62 9TG) - Title Number WA496810,</p> <p>(ii) Freehold property known as 38 New Road, Skewen, Neath (SA10 6EP) - Title Number WA74253,</p> <p>(iii) Freehold property known as 23 Heol Terrell, Canton, Cardiff (CF11 8BF) - Title Number CYM98184,</p> <p>(iv) Freehold property known as 46 Park Avenue, Skewen, Neath (SA10 6SA) - Title Number CYM100931,</p> <p>(v) Freehold property known as 2 Princes Street, Cardiff (CF24 3PR) - Title Number WA28140,</p> <p>(vi) Freehold property known as 272 Cowbridge Road East, Cardiff (CF5 1HA) - Title Number WA211790,</p> <p>(vii) Freehold property known as Ty Melyn, 79 Marguerites Way, Westfield Park, St Fagans, Cardiff (CF5 4QW) - Title Number CYM19833, and</p> <p>(viii) Freehold property known as 487 Cowbridge Road East, Cardiff (CF5 1BB) - Title Number WA196301</p> <p>2 By way of fixed charge</p> <p>(i) with the exception of any Restricted Land, all other Land which is on the date of the Deed, or in the future becomes, the Charging Company's property,</p> <p>(ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,</p> <p>(iii) with the exception of any Restricted IP, all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(iv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and</p> <p>(v) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences on the date of the Deed or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained</p>

# MR01 - continuation page

## Particulars of a charge

4	Description
Description	<p>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</p> <p>Definitions incorporated into the Deed from the Principal Deed</p> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights</p> <p>"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)</p> <p>"Restricted IP" means any Intellectual Property owned by or licensed to the Charging Company which, in each case, precludes either absolutely or conditionally the Charging Company from creating a charge over its interest in that Intellectual Property and in respect of which consent has not yet been obtained pursuant to Clause 3 4(b) (Third Party Consents) of the Principal Deed</p> <p>"Restricted Land" means any leasehold property held by the Charging Company or under a lease which precludes either absolutely or conditionally the Charging Company from creating a mortgage or charge over its leasehold interest in that property and in respect of which consent has not yet been obtained pursuant to Clause 3 4(a) (Third Party Consents) of the Principal Deed</p>

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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)

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## Signature

Please sign the form here

Signature

Signature

X

X

*Hogan Loans Ireland Ltd*

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 F3A/NGOVJ/SCHWIERF

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

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

Company number: 4249850

Charge code: 0424 9850 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th June 2014 and created by TRACSCARE 2007 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2014.

Given at Companies House, Cardiff on 27th June 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

13 June 2014

THE COMPANIES LISTED IN SCHEDULE 1 (AS NEW  
CHARGORS)

- and -

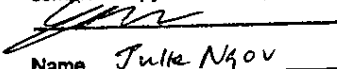
GE CORPORATE FINANCE BANK SAS, LONDON BRANCH  
(AS SECURITY AGENT)

DEED OF ACCESSION AND CHARGE

to the

DEBENTURE DATED 6 JUNE 2014

Save for material redacted pursuant to s859G of the  
Companies Act 2006, I certify that this is a true and  
complete copy of the composite original seen by me

  
Name Julia Ngov  
Title Solicitor  
Date 23 June 2014

Hogan Lovells International LLP (Ref 48119 00100)  
Atlantic House, Holborn Viaduct, London EC1A 2FG



Matter ref 48119/00100  
F3/SJB/NGOVJULI/3903038

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG



THIS DEED OF ACCESSION AND CHARGE is made on 13 June 2014

**BETWEEN:**

- (1) The companies listed in Schedule 1 (*New Chargors*) (each a "New Chargor" and together the "New Chargors"),
- (2) Valley Midco Limited (registered in England and Wales under number 9052762) (the "Parent"), and
- (3) GE Corporate Finance Bank SAS, London Branch as security agent (the "Security Agent")

**WHEREAS:**

- (A) This Deed is supplemental to a debenture (the "Principal Deed") dated 6 June 2014 between (1) Valley Bidco Limited (2) Valley Midco Limited and (3) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

**THIS DEED WITNESSES as follows:**

- 1 Definitions and interpretation
- 1 1 **Incorporation:** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed
- 2 **ACCESSION BY THE NEW CHARGORS TO THE PRINCIPAL DEED**
- 2 1 **Accession** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor
- 2 2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents
- 2 3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2 4 **Parent's agreement to the accession** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to each New Chargor's accession
- 3 **SECURITY ASSIGNMENTS**

3 1 **Security assignments:** Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent (as trustee for the Beneficiaries)

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all of its rights, title and interest (if any) from time to time in respect of the Hedging Agreements

3 2 **Acknowledgement of assignment** Each New Chargor by its execution of this Deed acknowledges, in its capacity as a debtor under the relevant Structural Intra-Group Loan, it has received notice of the assignment of such Structural Intra-Group Loan under clause 3 1 (*Security Assignments*) of the Principal Deed

#### 4 **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Security Agent (as trustee for the Beneficiaries)

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be Mortgaged*),
- (b) by way of fixed charge
  - (i) with the exception of any Restricted Land, all other Land which is now, or in the future becomes, its property,
  - (ii) all Land which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Land, but only with effect from the date on which that consent is obtained,
  - (iii) all other interests and rights in or relating to Land or in the proceeds of sale of Land now or in the future belonging to it,
  - (iv) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this clause 4,
  - (v) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
  - (vi) all Specified Investments which are now its property, including all proceeds of sale derived from them,
  - (vii) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,

- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (ix) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (x) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
- (xi) all its goodwill and uncalled capital for the time being,
- (xii) all Specified Intellectual Property belonging to it,
- (xiii) with the exception of any Restricted IP, all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) with the exception of any Restricted IP, all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xv) with the exception of any Restricted IP, the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xvi) all Intellectual Property (including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world) which by virtue of obtaining third party consent to charge such Intellectual Property has ceased to fall within the definition of Restricted IP, but only with effect from the date on which that consent is obtained,
- (xvii) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (a)(xii) to (xviii) inclusive of this clause,
- (xix) all trade debts now or in the future owing to it,
- (xx) all debts owing to it by another member of the Group,
- (xxi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

- (xxii) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under clause 3 (*Security Assignments*),
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and the debt represented by any such credit balance, and
- (xxvi) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

## 5 CREATION OF FLOATING CHARGE

5.1 Each New Chargor, with full title guarantee, charges to the Security Agent (as trustee for the Beneficiaries) as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3 (*Security Assignments*) or charged by any fixed charge contained in clause 4 (*Fixed security*), including any Assets comprised within a charge which is reconverted under clause 4.4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in clause 6 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 25.16 (*Disposals*) of the Facilities Agreement)

5.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in clause 2 (*Accession by the New Chargors to the Principal Deed*)) that the crystallisation provisions contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

## 6 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

Without the prior written consent of the Security Agent, except as expressly permitted by the Facilities Agreement, each New Chargor shall not

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so

**7 RIGHT OF APPROPRIATION**

7 1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

7 2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to each New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

7 3 The value of any Financial Collateral appropriated under clause 7 2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

7 4 The Security Agent will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

7 5 Each New Chargor agrees that the method of valuing such Financial Collateral under clause 7 3 is commercially reasonable

**8 APPLICATION TO THE LAND REGISTRY**

Each New Chargor

- (a) in relation to each register of title of any present and future Land of each New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry
  - (i) a form AP1 (*application to change the register*) in respect of the security created by this Deed,

(ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed,

(iii) a form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate 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 on the charges register or their conveyancer ", and

a form CH2 (*application to enter an obligation to make further advances*), and

(b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land (capable of registration) in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed

## 9 POWER OF ATTORNEY

9.1 **Appointment of attorney** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

(a) do anything which each New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Security Agent of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,

(b) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

9.2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

9.3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from each New Chargor under Clause 21 (*Costs and Expenses*) and Clause 22 (*Other Indemnities*) of the Intercreditor Agreement

## 10 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 32 (*Notices*) of the Principal Deed. Each New Chargor's address for service is set out in Schedule 1 (*New Chargors*)

## 11 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

12     **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

13     **ENFORCEMENT**

13.1   **Jurisdiction**

- (a)     The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "Dispute"), only where such Dispute is the subject of proceedings commenced by each New Chargor
- (b)     Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court
- (c)     The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d)     To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14     **FINANCE DOCUMENT**

This Deed is a Finance Document

**THIS DEED OF ACCESSION AND CHARGE** has been executed by each New Chargor and the Parent as a deed and signed by the Security Agent and it has been delivered and shall take effect on the date stated at the beginning of this document

**SCHEDULE 1**

**New Chargers**

<b>Name</b>	<b>Registered Number</b>	<b>Notice details</b>
Tracscare Group Limited	05003339	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracs Limited	02147328	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2005 Limited	05301437	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2006 Group Limited	05694147	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2006 Holdings Limited	05552877	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2006 Limited	05458148	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2007 Holdings Limited	06369226	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Tracscare 2007 Limited	04249850	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Cascade Care Group Limited	05775330	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable



Name	Registered Number	Notice details
Cascade Care Holdings Limited	05775347	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable
Cascade Care Ltd	05654058	Address Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH Fax Email <a href="mailto:paul.constable@tracscare.co.uk">paul.constable@tracscare.co.uk</a> FAO Paul Constable

**SCHEDULE 2**

**Registered Land to be mortgaged**

**Freehold Land**

<b>Chargor / Registered Proprietor</b>	<b>Property</b>	<b>Property Description</b>	<b>Title Number(s)</b>
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Alrosa House	24 Morgan Street, Trebanos, Pontardawe (SA8 4DW)	WA418403
TRACS LIMITED (Co Regn No 02147328)	Ashcombe Court	2 Elmhyrst Road, Weston-super-Mare (BS23 2SJ)	AV124686
TRACS CARE GROUP LIMITED (Co Regn No 5003339)	Ashview	330 Main Road, Duston (NN5 6NJ)	NN15036
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Bakelyn Lodge	86 and 88 Martin Street, Morriston (SA6 7BL)	CYM278632
TRACS LIMITED (Co Regn No 2147328)	Bryn Irfon	Bryn Irfon, Station Road, Llanwrtyd Wells (LD5 4RW)	CYM137524
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Cae Ethin	23 Cae Ethin, Morriston (SA6 6EZ)	WA634230
TRACSCARE GROUP LIMITED (Co Regn No 05003339)	Cateswell Court	27 and 29 Cateswell Road, Hall Green, Birmingham (B28 8NB)	WM445715
TRACSCARE GROUP LIMITED (Co Regn No 5003339)	Cedar House	5 to 10 Lllys Gwynfryn, Bryncoch	WA378991
TRACS LIMITED (Co Regn No 2147328)	Chesterwood	64 Chesterwood Road, Kings Heath (B13 0QE)	WM793119
TRACS LIMITED (Co Regn No 2147328)	Cildewi	Cildewi House, Heol Salem, Johnstown, Carmarthen (SA31 3HS)	CYM69536
TRACS LIMITED (Co Regn No 02147328)	College Fields	413 Western Avenue, Cardiff (CF5 2BD)	CYM12098
TRACSCARE 2007 LIMITED (Co Regn No 4249850)	Dyfan Court	30 Merthyr Dyfan Road, Barry (CF62 9TG)	WA496810
TRACS LIMITED (Co Regn No 2147328)	Evergreen	119 Wake Green Road, Birmingham (B13 9UT)	WK225278
TRACS LIMITED (Co Regn No 2147328)		Land lying on the south side of College Road, Moseley	WM625171

Chargor / Registered Proprietor	Property	Property Description	Title Number(s)
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Faraday Road	44 Faraday Road, Clydach (SA6 5JS)	WA184914
TRACSCARE 2007 LIMITED (Co Regn No 05458148)	Ffordd Newydd	38 New Road, Skewen, Neath (SA10 6EP)	WA74253
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Frood House	Frood House, Clydach, Swansea (SA6 5HQ)	WA15098
TRACS Limited (Co Regn No 2147328)	Gelli Ceirios	Gelli Ceirios, Fforchaman Road, Cwmaman, Aberdare (CF44 6NH)	CYM275937
TRACS Limited (Co Regn No 2147328)		Land lying to the west of Fforchaman Road, Cwmaman, Aberdare	WA696671
TRACS LIMITED (Co Regn No 2147328)	Glanmore	156 Holyhead Road, Wellington, Telford (TF1 2DL)	SL88389
TRACS LIMITED (Co Regn No 02147328)	Glebe Road	Six Garages and land at Glebe Road, Nuneaton	WK431274
TRACSCARE GROUP LIMITED (Co Regn No 5003339)	Gower Lodge	The Old Vicarage, Sterry Road, Gowerton (SA4 3BP)	WA334417
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Grove View	263a Birchgrove Road, Birchgrove (SA7 9NA)	WA318534
TRACS LIMITED (Co Regn No 2147328)	Gwnfryn	Gwynfryn, Swansea Road, Llanelli (SA15 3EX)	WA269217
TRACS LIMITED (Co Regn No 2147328)	Gwynfryn Garden	Land adjoining Gwynfryn Box, Llanelli	CYM465693
TRACS LIMITED (Co Regn No 2147328)	Hazeldene	127A Clyndu Street, Morriston, Swansea (SA6 7BG)	CYM137288
TRACSCARE GROUP LIMITED (Co Regn No 5003339)	Hollyhouse	303 Gloucester Road, Cheltenham (GL51 7AR)	GR197303
TRACS LIMITED (Co Regn No 2147328)	Homeleigh	127 Clyndu Street, Morriston (SA6 7BG)	CYM137289
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Howells Road	14 Howells Road, Dunvant (SA2 7SX)	CYM114090

<b>Chargor / Registered Proprietor</b>	<b>Property</b>	<b>Property Description</b>	<b>Title Number(s)</b>
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)		Land at the back of 14 Howells Road, Dunvant, Swansea (SA2 7SX)	CYM127314
TRACS LIMITED (Co Regn No 2147328)	Isfryn	Glynderwen, 1 Gorof Road, Ystradgynlais, Swansea (SA9 1EH)	WA919079
TRACS LIMITED (Co Regn No 02147328)	James Street	11 James Street, Pontardawe, Swansea (SA8 4LR)	WA736993
TRACS LIMITED (Co Regn No 2147328)	Kington Court / Kington House	Kington House, Old Village Road, Barry (CF62 6RA)	WA102195
TRACSCARE 2007 LIMITED (Co Regn No 04249850)	Lansdown Gardens	23 Heol Terrell, Canton, Cardiff (CF11 8BF)	CYM98184
TRACS LIMITED (Co Regn No 02147328)	Maycroft	791 Alcester Road South, Kings Heath (B14 5HJ)	WK83484
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Mond Court	Mond Court, Clydach, Swansea (SA6 5HQ)	WA258300
TRACS LIMITED (Co Regn No 02147328)	Oakhill	928 Carmarthen Road, Fforestfach, Swansea (SA5 4AB)	WA933675
TRACS CARE GROUP LIMITED (Co Regn No 5003339)	Orchard Hill	100 Orchard Hill, Little Billing (NN3 9AG)	NN182596
TRACSCARE 2005 LIMITED (Co Regn No 05301437)	Orchard View	97 Orchard Hill, Little Billing (NN3 9AG)	NN54974
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Paddocks	The Paddock, 41a Rhydycoed, Birchgrove (SA7 9PE)	CYM267413
TRACSCARE 2007 LIMITED (Co Regn No 05458148)	Park Avenue	46 Park Avenue, Skewen, Neath (SA10 6SA)	CYM100931
TRACSCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Parkrise	47 Park Avenue, Skewen (SA10 6SA)	WA395058
TRACSCARE 2006 LIMITED (Co Regn No 5458148)	Pine Trees	Pinetrees, The Avenue, Dallington (NN5 7AJ)	NN37968
TRACSCARE 2007 LIMITED (Co Regn No 04249850)	Princess Court	2 Princes Street, Cardiff (CF24 3PR)	WA28140
TRACS LIMITED (Co Regn No 02147328)	Rose Cottage	70 and 71 Leyshon Road, Gwaun Cae Gurwen (SA18 1EN)	WA234147

Chargor / Registered Proprietor	Property	Property Description	Title Number(s)
TRACS LIMITED (Co Regn No 02147328)	Rosewood	64 Heol-y-Coedcae, Cwmilynfell (SA9 2FY)	WA499726
TRASCARE GROUP LIMITED (Co Regn No 5003339)	St Georges	100 St Georges Avenue, Northampton (NN2 6JF)	NN16012
TRASCARE GROUP LIMITED (Co Regn No 5003339)	The Grove	8 Blakebrook, Kidderminster (DY11 6AP)	HW122876
TRASCARE GROUP LIMITED (Co Regn No 5003339)	The Willows	5 to 10 Lllys Gwynfryn, Bryncoch	WA378991
TRASCARE 2007 LIMITED (Co Regn No 4249850)	Thompson Court	272 Cowbridge Road East, Cardiff (CF5 1HA)	WA211790
TRASCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Treeside	15 Lon Brynawel, Llansamlet (SA7 9SY)	CYM169425
TRACS LIMITED (Co Regn No 2147328)	Trevelyan	Trevelyan, Bronwydd Road, Bronwydd Arms, Carmarthen (SA33 6JA)	WA513725
TRACS LIMITED (Co Regn No 02147328)	Ty Camlas	The Masons Arms, 101 Gorof Road, Ystradgynlais, Swansea (SA9 1BL)	CYM93213
TRACS LIMITED (Co Regn No 2147328)	Ty Gobaith	Partridge House, 159 Partridge Road, Llwynypia, Tonypandy (CF40 2SG)	WA98002
TRACS LIMITED (Co Regn No 2147328)	Ty Llewelyn	Wesleyan House, Llewellyn Street, Aberdare (CF44 8LA)	WA861190
TRASCARE 2007 LIMITED (Co Regn No 4249850)	Ty Melyn	Ty Melyn, 79 Marguerites Way, Westfield Park, St Fagans, Cardiff (CF5 4QW)	CYM19833
TRASCARE 2007 LIMITED (Co Regn No 04249850)	Victoria Court	487 Cowbridge Road East, Cardiff (CF5 1BB)	WA196301
TRACS LIMITED (Co Regn No 2147328)	Westholme	29 Greenhill Road, Moseley (B13 9SS)	WM612687
TRASCARE 2006 HOLDINGS LIMITED (Co Regn No 05552877)	Whitland Court	22 Whitland Close, Fairwater, Cardiff (CF5 3NB)	WA253687
TRASCARE GROUP LIMITED (Co Regn No 5003339)	Wings	17 The Grove, Beck Row (IP28 8DP)	SK195308

Chargor / Registered Proprietor	Property	Property Description	Title Number(s)
TRACS LIMITED (Co Regn No 02147328)	Woburn Sands	60 Station Road, Woburn Sands (MK17 8RZ)	BM223702
TRACS LIMITED (Co Regn No 2147328)	Woodlands	435 Shirley Road, Acocks Green, Birmingham, (B27 7NX)	WM898767
TRACS LIMITED (Co Regn No 2147328)	Loughborough	2a Storer Road, Loughborough (LE11 5EQ)	LT102025
TRACS LIMITED (Co Regn No 2147328)	The Orchards	The Orchard, Malabar Fields, Daventry (NN11 4DP)	NN107777
CASCADE CARE HOLDINGS LIMITED (Co Regn No 05775347)	Alconbury Road	39 Alconbury Road, London (E5 8RG)	LN141660
CASCADE CARE HOLDINGS LIMITED (Co Regn No 05775347)	Boundaries Road	75 Boundaries Road, Feltham (TW13 5DR)	MX174850
CASCADE CARE HOLDINGS LIMITED (Co Regn No 05775347)	Brooke Road	81 Brooke Road, London (N16 7RD)	LN143686
CASCADE CARE HOLDINGS LIMITED (Co Regn No 05775347)	Fox Lane	23 Fox Lane, London (N13 4AB)	MX45730
CASCADE CARE HOLDINGS LIMITED (Co Regn No 5775347)	Gladesmore Road	37 Gladesmore Road, London (N15 6TA)	EGL324763
CASCADE CARE HOLDINGS LIMITED (Co Regn No 05775347)	Ickburgh Road	42 Ickburgh Road, Hackney, London (E5 8AD)	LN118437
CASCADE CARE HOLDINGS LIMITED (Co Regn No 5775347)	Linthorpe Road	74 Linthorpe Road, London (N16 5RF)	NGL147801
CASCADE CARE HOLDINGS LIMITED (Co Regn No 5775347)	Newick Road	40 Newick Road, London (E5 0RR)	LN240081

**Unregistered Land subject to first registration upon the execution of this Deed**

None at the date of this Deed

The address for service of the Security Agent in the case of registered Land is.

Address      **GE Corporate Finance Bank SAS, London Branch**  
                 8/10 Throgmorton Avenue  
                 London EC2N 2DL

Attention      Veronica Irlam / Ben Miller

E-mail        [agencyloansteam@ge.com](mailto:agencyloansteam@ge.com)

Fax            +44 (0)845 070 2047

EXECUTION PAGES TO DEED OF ACCESSION AND CHARGE

THE NEW CHARGORS

Executed and Delivered as a deed by  
**Tracscare Group Limited** (pursuant to a  
resolution of its Board of Directors) acting  
by

Director

in the presence of

Witnessed by

Name

R MUNOZ-BRITTON

Occupation

Address

King & Wood Malletsons LLP  
10 Queen Street Place  
London EC4R 1BE  
T +44 (0)20 7111 2222  
F +44 (0)20 7111 2000

Executed and Delivered as a deed by  
**Tracs Limited** (pursuant to a resolution of  
its Board of Directors) acting by

Director

in the presence of

Witnessed by

Name

R MUNOZ-BRITTON

Occupation

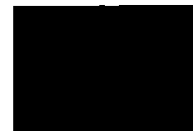
Address

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Executed and Delivered as a deed by  
**Tracscare 2005 Limited** (pursuant to a  
resolution of its Board of Directors) acting  
by

)  
)  
)



Director

in the presence of

Witnessed by



Name

*R. Muñoz-Britton*

Occupation

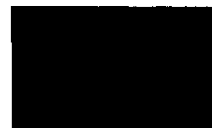


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**Tracscare 2006 Group Limited**  
(pursuant to a resolution of its Board of  
Directors) acting by

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Director

in the presence of

Witnessed by



Name

*R. Muñoz-Britton*

Occupation



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Tracscare 2006 Holdings Limited  
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Directors) acting by

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**Tracscare 2007 Holdings Limited**  
(pursuant to a resolution of its Board of  
Directors) acting by

Director

in the presence of

Witnessed by

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*R. MUNRO-BRITTON*

Occupation

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**Tracscare 2007 Limited** (pursuant to a  
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in the presence of

Witnessed by

Name

*R. MUNRO-BRITTON*

Occupation

Address

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10 Queen Street Place  
London EC4R 1BE  
T +44 (0)20 7111 2222  
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Executed and Delivered as a deed by  
**Cascade Care Group Limited** (pursuant  
to a resolution of its Board of Directors)  
acting by

Director

in the presence of

Witnessed by

Name

R. MUNRO-BRITTON

Occupation

Address

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Executed and Delivered as a deed by  
**Cascade Care Holdings Limited**  
(pursuant to a resolution of its Board of  
Directors) acting by

Director

in the presence of

Witnessed by

Name

R. MUNRO-BRITTON

Occupation

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**Cascade Care Limited** (pursuant to a  
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by

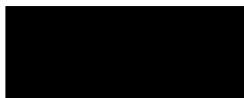
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Director

in the presence of

Witnessed by



Name

*R. MURIEL-BRITTON*

Occupation



Address

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London EC4R 1BE  
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F +44 (0)20 7111 2000

#### THE PARENT

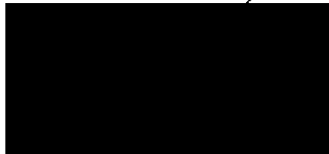
Executed and Delivered as a deed by  
**Valley Midco Limited** (pursuant to a  
resolution of its Board of Directors)  
acting by

)  
)  
)

2

Director

in the presence of



Witnessed by



Name

*GERALD MURPHY*

Occupation



Address

*10 QUEEN STREET PLACE  
LONDON  
EC4R 1BE*

**THE SECURITY AGENT**

Signed by  
for and on behalf of  
**GE Corporate Finance Bank SAS, London**  
**Branch**

)  
)  
)  
)



Authorised Signatory