

# MR01

## Particulars of a charge



Companies House

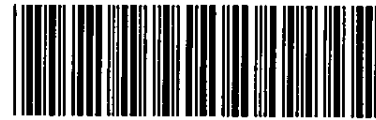
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A fee is payable with this form  
Please see 'How to pay' on the  
last page

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**  
You may not use this form to  
register a charge where the  
instrument Use form MR02



A14 12/12/2014 #192

COMPANIES HOUSE

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. This will be  
scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 05685937  
Company name in full THE PRACTICE (GROUP) 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 27/12/2014

### 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 MHS CONSULTING INTERNATIONAL, INC

Name

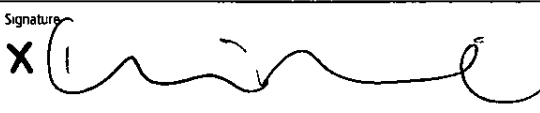
Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description Fixed charge over the assets of the chargor including its property, Intellectual Property and licences, equipment, uncalled capital and goodwill  For more details please refer to the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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 <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature   This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name TOM WARD

Company name FIELDFISHER

Address RIVERBANK HOUSE

2 SWAN LANE

Post town LONDON

County/Region

Postcode E C 4 R 3 T T

Country UNITED KINGDOM

DX

Telephone 0207 861 4000



**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: 5685937

Charge code: 0568 5937 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2014 and created by THE PRACTICE (GROUP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2014

P.

Given at Companies House, Cardiff on 18th December 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Date *27 November* 2014

**The Practice (Group) Limited**

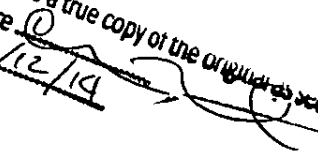
as chargor

**MHS Consulting International, Inc**

as chargee

**Debenture**

Field Fisher Waterhouse LLP,  
Riverbank House,  
2 Swan Lane,  
London,  
EC4R 3TT

Certified as a true copy of the original by TIM RICHARDS  
Signature   
Date 11/12/14  
(TRAINEE SOLICITOR)

**Fieldfisher Riverbank House 2 Swan Lane London EC4R 3TT**

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FFW DRAFT 2 25 November 2014

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THIS DEBENTURE is made as a deed the 27 day of November 2014

**BETWEEN**

- (1) **THE PRACTICE (GROUP) LIMITED** (formerly The Practice plc) a private limited company registered in England (company registration no 05685937) whose registered office is at Rose House, Bell Lane Office Village, Bell Lane, Little Chalfont, Amersham, Buckinghamshire, HP6 6FA (the "**Chargor**"), and
- (2) **MHS CONSULTING INTERNATIONAL, INC.** a Delaware company with principal office at 7700 Forsyth Boulevard, Suite 800, Saint Louis, Missouri 63105, registered with the Secretary of the State of Delaware under number 4312754 (the "**Lender**")

**IT IS AGREED** as follows

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed

"**Act**" means the Law of Property Act 1925,

"**Administrator**" means an administrator appointed under paragraph 14 of schedule B1 to the Insolvency Act 1986,

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for business,

"**Charged Assets**" means all assets of the Chargor from time to time the subject of any Security created or, where the context admits, intended to be created by this Deed,

"**Equipment**" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties,

"**Event of Default**" has the meaning given to it in the Loan Note Instrument,

"**Finance Documents**" means each of the Investment Agreement, the Loan Note Instrument, this Deed and all other certificates, documents, instruments or agreements executed and delivered by the Chargor for the benefit of the Lender in connection with any of the above,

"**Intellectual Property**" means any and all copyrights, trade and service marks, trade names, rights in logos and get-up, inventions, confidential information, trade secrets and know-how, registered designs, design rights, patents, domain names (URLs), utility models, formulations, product formats, all rights of whatsoever nature in computer software and data, all rights of privacy and all intangible rights and privileges of a nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered, and including all granted



registrations and all applications for registration, renewal, extensions, reversions, division or reissue in respect of any of the same and rights of action in relation to any such rights (including the right to sue for and recover damages for past infringements),

**"Investment Agreement"** means the agreement dated on or about the date hereof entered into between (i) the Lender (ii) the existing shareholders of the Company as at that date and (iii) the Chargor, relating to an equity investment in the Company by the Lender,

**"Lease"** includes any lease, agreement for lease or tenancy and (where the context admits) any licence or other right of occupation,

**"Licences"** means any licences or consents granted to or by the Chargor in relation to any Intellectual Property,

**"Loan Note Instrument"** means the convertible secured loan note instrument dated on or about the date hereof and constituting £135,000 6% secured loan notes in the Chargor,

**"Material Adverse Effect"** means a material adverse effect on the business or financial condition of the Chargor,

**"Permitted Disposal"** means a sale, transfer, lease or other disposal on arms length terms in the ordinary course of trading of the Chargor of any asset other than any asset of a type specifically referred to in Clause 4 (*Fixed Security*),

**"Permitted Security"** means (1) the debenture dated 11 July 2006 granted in favour of The Royal Bank of Scotland plc, (2), a charge over rent deposit deed dated 9 March 2009 granted in favour of Industrious (Castle Estate) 1 Limited, and (3) a debenture dated 7 December 2012 granted in favour of MMC GP Limited as security trustee,

**"Real Property"** means freehold, leasehold or other immoveable property and any buildings, erections, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property and easements or other rights servicing that property,

**"Receiver"** means any one or more persons appointed by the Lender as a receiver, receiver and manager or administrative receiver under this Deed,

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226),

**"Rental Income"** means all present and future amounts payable to or for the benefit of the Chargor under or in connection with any Lease or any other letting of Real Property forming part of the Charged Assets,

**"Secured Obligations"** means all present and future obligations and liabilities of the Chargor owed to the Lender pursuant to the Loan Note Instrument whether actual or contingent,

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which the Lender (acting reasonably) is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid, released and discharged in full and no further Secured Obligations are capable of becoming outstanding, and

**"Spot Rate"** has the meaning given to it in Clause 21 13,

**"VAT"** means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

## 1.2 Construction

- (a) In this Deed, unless a contrary indication appears, any reference to
- (i) **"assets"** includes present and future properties, revenues and rights of every description and includes the proceeds of sale of any such assets,
  - (ii) the **"Charged Assets"**, **"Real Property"** and any other assets or asset or the **"Secured Obligations"** includes a reference to any part of them or it,
  - (iii) this **"Deed"** or any other agreement or document is a reference to the same as it may have been, or may from time to time be, amended, varied, supplemented or novated,
  - (iv) a party to this Deed shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
  - (v) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
  - (vi) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
  - (vii) **"this Security"** means any Security created by this Deed,
  - (viii) any provision of law includes that provision as amended, re-enacted or replaced from time to time and includes any subordinate legislation, and
  - (ix) words in the singular include the plural and vice versa and words in one gender include any other gender
- (b) Headings in this Deed are for ease of reference only

- (c) Any covenant or undertaking by the Chargor under this Deed is given to or made in favour of the Lender and remains in force during the Security Period
- (d) It is intended that this document take effect as a deed notwithstanding the fact that (if executed by the Lender) the Lender may only execute this document under hand

### **1.3 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

## **2. Undertaking to pay**

### **2.1 Undertaking to pay**

The Chargor undertakes with the Lender to pay the Secured Obligations to the Lender when due and payable

### **2.2 Interest**

If the Chargor fails to pay any of the Secured Obligations on the due date for payment of that sum, the Chargor shall on demand pay to the Lender interest on all such sums from the due date until the date of payment (both before and after judgment) calculated and payable in accordance with the rate and in the manner agreed between the Lender and the Chargor in respect of any corresponding Secured Obligations, or in the absence of agreement or a corresponding Secured Obligation, at the rate 4 per cent above the base rate of Barclays Bank plc from time to time

## **3 Nature of Security created**

All the Security created under this Deed is created

- (a) with full title guarantee in favour of the Lender as a continuing security to secure the payment and discharge of the Secured Obligations,
- (b) (except in the case of assets which are the subject of a legal mortgage under this Deed) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them

## **4 Fixed Security**

### **4.1 Real Property**

- (a) The Chargor charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any Real Property
- (b) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption
  - (i) all Rental Income,

- (ii) the benefit of any guarantee (present or future) of Rental Income contained in or relating to any Lease or other letting of Real Property subject to any of this Security

#### **4 2 Equipment**

The Chargor charges by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 4 1 (*Real Property*)

#### **4 3 Intellectual Property and Licences**

The Chargor charges by way of fixed charge

- (a) all Intellectual Property, and
- (b) all Licences,

provided that where the execution of a fixed charge over any Licence requires the consent of any other person, the Chargor undertakes to use all reasonable endeavours to obtain such consent and forthwith upon such consent being obtained such rights will automatically become subject to this Deed

#### **4 4 Goodwill**

The Chargor charges by way of fixed charge its goodwill

#### **4 5 Uncalled capital**

The Chargor charges by way of fixed charge its uncalled capital

#### **4 6 Authorisations and Licences**

The Chargor charges by way of fixed charge all Authorisations held in relation to any Charged Asset

#### **4 7 Insurances**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all its rights and interests under all contracts and policies of insurance and the proceeds of such policies

#### **4 8 Scheduled assets**

The Chargor charges by way of fixed charge all its rights and interest in the assets listed in Schedule 1 to this Deed (*List of assets and agreements*)

#### **4 9 Contractual rights**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption

- (a) all rights under all agreements and documents to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 4 1 (*Real Property*) to 4 8 (*Scheduled Assets*) (inclusive), and

- (b) the benefit of any guarantee or security for the performance of any of such agreements or other documents,

provided that if any such agreement, other document, guarantee or security is expressed to be non-assignable then the Chargor charges to the Lender by way of fixed charge its interest in and the benefit of such agreement, document, guarantee or security

## **5 Floating Security**

### **5.1 Floating charge**

The Chargor charges by way of floating charge the whole of its present and future business, undertaking and assets to the extent that they are not effectively mortgaged, charged or assigned to the Lender by way of fixed security under Clause 4 (*Fixed Security*)

### **5.2 Conversion**

Subject to Clause 5.3 (*Moratorium under Insolvency Act*), the Lender may at any time 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 if

- (a) an Event of Default has occurred, or
- (b) in the opinion of the Lender acting reasonably such assets are at risk of becoming subject to any Security (other than this Security) 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)

### **5.3 Moratorium under Insolvency Act**

The Lender shall not be entitled to convert the floating charge created by Clause 4.1 (*Floating charge*) 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 1986

### **5.4 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 5.1 (*Floating charge*), which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act 1986

## **6. Warranties**

The Chargor represents and warrants to the Lender

### **6.1 Status**

- (a) It is a limited liability company duly incorporated and validly existing under the law of England and Wales

- (b) It has the power to own its assets and carry on its business in England and Wales as it is being conducted

**6.2 Binding obligations**

The obligations and liabilities expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations and liabilities

**6.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any agreement or instrument binding upon it or any of its assets

**6.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents

**6.5 No default**

No Event of Default is reasonably likely to result from the entry into, the performance of, or any transaction contemplated by, this Deed

**6.6 Pari passu ranking**

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally

**6.7 No proceedings pending or threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have (to the best of its knowledge and belief) been started or threatened against it

**6.8 Other Security**

There is no Security over any of the assets of the Chargor except for this Security and the Permitted Security

**6.9 Valid Security**

This Deed creates valid first priority Security over the assets to which it relates

## **6.10 Licences**

- (a) The Chargor
  - (i) has at all times performed all of its obligations under or in relation to the Licences forming part of the Charged Assets in a timely and proper manner,
  - (ii) has at all times observed and shall observe all of the terms of such Licences,
  - (iii) is not aware and has not been notified of any circumstance which would entitle any person to terminate any such Licence,
  - (iv) has not previously assigned or charged the Intellectual Property or the Licences forming part of the Charged Assets or any part of them to any other person
- (b) All of the Intellectual Property forming part of the Charged Assets is beneficially and solely owned by the Chargor and is valid and subsisting and there is no impediment or restriction on its use (in any way) by the Chargor

## **6.11 Repetition**

The warranties in this Clause are deemed to be made by the Chargor on the date of this Deed and to be repeated by the Chargor by reference to the facts and circumstances then existing on each day until the Secured Obligations have been discharged in full

## **7 Negative undertakings**

### **7.1 Negative pledge**

The Chargor shall not, without first obtaining the written consent of the Lender, create or permit to subsist any Security over the Charged Assets other than this Security

### **7.2 Disposals**

- (a) The Chargor shall not, without first obtaining the written consent of the Lender, 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 Asset
- (b) Paragraph (a) above does not apply to a Permitted Disposal

## **8 Undertakings relating to the Chargor's business**

The Chargor shall

- (a) carry on its business in a proper manner and not make any material alteration in the nature of its business,

- (b) keep proper accounting records and make all proper entries in relation to its affairs and make such records available for inspection by or on behalf of the Lender or any Receiver at the cost of the Chargor at all reasonable times,
- (c) give to the Lender or any Receiver such information relating to its undertaking or property or otherwise relating to its affairs as either of them requires,
- (d) observe and perform all laws, covenants and stipulations from time to time affecting any Charged Asset or otherwise relating to its business,
- (e) promptly provide the Lender with copies of all communications sent to shareholders and/or creditors or any class of them generally,
- (f) upon becoming aware of the same promptly notify the Lender of the occurrence of any Event of Default and at the same time inform the Lender of any action taken or proposed to be taken by it in connection with it,
- (g) promptly notify the Lender of any litigation, arbitration or administrative proceedings which to its knowledge are threatened, pending or have been commenced against it which is likely to have a Material Adverse Effect,
- (h) ensure that all information supplied to the Lender by it is at the time of supply complete and accurate in all material respects, and
- (i) observe and perform the obligations, terms and conditions on its part of the Finance Documents

## **9. Undertakings relating to the Charged Assets**

### **9.1 Repair**

The Chargor shall

- (a) keep the Charged Assets which are of a repairable nature in good and substantial repair and condition (subject to fair wear and tear), and
- (b) not, without first obtaining the written consent of the Lender, make any structural alterations or additions to or carry out any development on or make any planning or similar application relating to any Charged Asset

If the Chargor fails to comply with the undertakings in paragraphs (a) and (b) above the Lender will be entitled to repair and maintain the Charged Assets 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

### **9.2 Outgoings**

The Chargor shall punctually pay or cause to be paid and shall indemnify and/or secure the Lender and any Receiver against all rents, rates, taxes, liabilities, duties, assessments and other outgoings payable in respect of or by the owner or occupier of the Charged Assets



### **9.3 Insurance**

- (a) The Chargor shall except as provided in paragraph (c) below keep the Real Property forming part of the Charged Assets and all its other assets which are of an insurable nature insured (in the name of the Chargor with the Lender's interest noted in the case of the Real Property) 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 Lender may from time to time specify
  - (i) in the case of assets other than buildings to their full replacement value, and
  - (ii) in the case of buildings on a full reinstatement basis and against all professional fees, VAT, demolition and site clearance charges and loss of rental and other income derived from such buildings for at least three years
- (b) All such insurances shall be in amount and form and with an insurance office acceptable to the Lender (acting reasonably) and the Chargor shall as soon as requested produce the policy and the last receipt for such insurances to the Lender and shall apply all monies received by virtue of such insurances either in making good the loss or damage in respect of which the monies were received or, following the occurrence of an Event of Default, at the option of the Lender in or towards payment of the Secured Obligations. If the Chargor fails to comply with this clause the Lender will be entitled to effect any relevant insurance at the cost of the Chargor
- (c) The Chargor shall use reasonable endeavours to ensure that every insurance policy contains a clause (in terms satisfactory to the Lender acting reasonably) 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 Lender ten Business Days prior written notice

### **9.4 Proprietorship**

The Chargor shall not permit any person

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Assets nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Asset, or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Asset

### **9.5 Notification of acquisitions and disposals**

The Chargor shall promptly notify the Lender of any proposal, contract, conveyance, option, transfer or other disposition involving the acquisition by the Chargor of any interest in any Real Property or, without prejudice to Clause 7 (*Negative*

*undertakings*), any sale, lease, transfer or other disposal by the Chargor of an interest in any Real Property

**9 6 Powers of leasing**

The Chargor shall not without the prior written consent of the Lender (except in the normal course of business and at full market value)

- (a) part with possession or occupation of, confer any licence or right to occupy nor confer any interest in any Charged Asset,
- (b) grant any permission to assign, underlet or part with possession or occupation of any Charged Asset,
- (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 7 Right of entry**

The Chargor shall permit the Lender, 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 Charged Asset 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 cost of the Chargor any repairs or maintenance or to take any action which the Lender considers necessary or desirable in connection with any Charged Asset to procure compliance with any obligation of the Chargor in this Deed

**9 8 Documents of title**

The Chargor shall deposit with the Lender all Deeds and documents of title relating to the Charged Assets

**9 9 Failure to comply**

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

**9 10 Licences**

The Chargor shall

- (a) perform all of its obligations under or in relation to the Licences forming part of the Charged Assets in a timely and proper manner,
- (b) observe all of the terms of such Licences, and

- (c) use its best endeavours to ensure that such Licences remain in full force and effect (including, where necessary, renewing them)

#### **9 11 Registrations**

The Chargor shall promptly and at its own expense take all such steps and execute all such documents as the Lender reasonably requires in relation to the registration of the Lender's interest under this Deed in or in relation to any Intellectual Property forming part of the Charged Assets

#### **9.12 Maintenance of Intellectual Property**

The Chargor shall

- (a) preserve, maintain and renew as necessary all Intellectual Property necessary for the operation of its business and forming part of the Charged Assets and promptly notify the Lender if it becomes aware of any infringement or suspected infringement of any such Intellectual Property by any person, and
- (b) use all reasonable endeavours to conduct its business and affairs in such a way as not to endanger the existence or validity of any such Intellectual Property or to lead to the curtailment, forfeiture, invalidity or suspension of any such Intellectual Property

#### **9 13 Authorisations**

The Chargor shall promptly

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect, and
- (b) supply certified copies to the Lender of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to carry on its business and to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document

### **10 When Security becomes enforceable**

#### **10 1 Event of Default**

This Security shall become immediately enforceable

- (a) on the occurrence of an Event of Default, or
- (b) if the Chargor so requests

#### **10.2 Discretion**

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in any manner it sees fit

## **11 Enforcement of Security**

### **11.1 Lender's powers**

Immediately upon this Security becoming enforceable or at any time thereafter the Lender may

- (a) exercise the power of sale and all other rights, powers and discretions conferred on mortgagees by section 101 of the Act as varied or extended by this Deed,
- (b) appoint one or more persons as an Administrator of the Chargor in accordance with schedule B1 to the Insolvency Act 1986,
- (c) subject to section 72A of and paragraph 43 of schedule A1 to the Insolvency Act 1986, appoint one or more persons as a Receiver of all or any part of the Charged Assets,
- (d) exercise all the rights, powers and discretions conferred on a Receiver by this Deed, the Act, the Insolvency Act 1986 or otherwise by law, without first appointing a Receiver or notwithstanding the appointment of a Receiver,
- (e) by notice to the Chargor end the Chargor's right to possession of all or any Real Property forming part of the Charged Assets and enter into possession of all or such part of such Real Property,
- (f) to the extent that this Deed constitutes a "security financial collateral arrangement" as defined in the Regulations, appropriate any Charged Asset which constitutes "financial collateral" as defined in those Regulations in or towards satisfaction of the Secured Obligations and the Lender shall value such Charged Assets by reference to the price of the relevant Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index or to an independent valuation or other procedure selected by the Lender acting reasonably. The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of those Regulations

### **11.2 Consideration on a disposal**

The consideration for any sale or other disposal of the Charged Assets by the Lender or any Receiver in the exercise of their respective powers may (in addition to that permitted under the Act on a sale by a mortgagee) consist of cash, shares, securities, debentures or other valuable consideration, may fluctuate according to or dependent upon profit or turnover or be determined by a third party, and may be payable in a lump sum or in instalments (with or without security)

### **11.3 Leasing**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of sections 99 or 100 of the Act, and may be exercised by the Lender at any time after this Security has become enforceable. Any lease granted will bind any holder of a subsequent Security deriving title under the Lender

#### **11.4 Protection of third parties**

No person (including a purchaser) dealing with the Lender or a Receiver will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any right or power which the Lender or a Receiver is purporting to exercise has arisen or become exercisable,
- (c) whether any money remains due under this Deed or the other Finance Documents,
- (d) how any money paid to the Lender or to a Receiver is to be applied, or
- (e) as to the propriety or regularity of such dealings

#### **11.5 Redemption of prior mortgages**

At any time after this Security has become enforceable, the Lender may redeem any prior Security against any Charged Asset, and/or procure the transfer of that Security to itself, and/or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer. Any accounts so settled and passed shall be conclusive and binding on the Chargor. All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand and form part of the Secured Obligations.

#### **11.6 Receipts**

The receipt of the Lender or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve it of any obligation to see to the application of any moneys paid to or by the direction of the Lender or the Receiver.

#### **11.7 General**

- (a) For the purposes of all rights, powers and discretions implied by statute or arising by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The power to appoint a Receiver pursuant to Clause 11.1 (*Lender's powers*) is in addition to the power to appoint a Receiver under section 101 of the Act. Section 109(1) of the Act does not apply to this Deed.

### **12. Receiver**

#### **12.1 Appointment**

Any appointment of a Receiver by the Lender shall be by deed or in writing under its hand.

**12 2 Extension of appointment**

If a Receiver is appointed of part of the Charged Assets, the Lender may subsequently extend the appointment to all or any other part of the Charged Assets or appoint another Receiver of any other part of the Charged Assets

**12 3 Removal**

The Lender may by writing under its hand or by deed (subject to any requirement for an order of the court in the case of an administrative receiver)

- (a) remove any Receiver appointed by it, and
- (b) whenever it deems it expedient, appoint a new Receiver to be an additional Receiver or in the place of any Receiver whose appointment may for any reason have terminated

**12 4 Remuneration**

The Lender may appoint any Receiver upon such terms as to remuneration and otherwise as the Lender thinks fit, and the maximum rate specified in section 109(6) of the Act will not apply

**12 5 Payments to the Lender**

Only monies actually paid by a Receiver to the Lender in satisfaction or discharge of the Secured Obligations shall be capable of being applied by the Lender for that purpose

**12 6 Agent of the Chargor**

Each Receiver shall be the agent of the Chargor for all purposes and accordingly is deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone shall be responsible for his remuneration and for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and the Lender shall not incur any liability (either to the Chargor or to any other person) by reason of the Lender making his appointment as a Receiver or for any other reason. If a liquidator is appointed in respect of the Chargor, the Receiver shall act as principal and not as agent of the Lender.

**12.7 Receivers of the same assets**

If at any time any two or more persons appointed by the Lender hold office as Receivers of the same assets or income, each of them may (unless otherwise stated in the instrument(s) appointing them) exercise all rights, powers and discretions conferred on Receivers by this Deed individually and to the exclusion of the other or others of them.

**13 Powers of Receiver**

**13.1 General and statutory powers**

Every Receiver shall (subject to any limitations or restrictions expressed in the instrument appointing him) have all the powers

- (a) of the Lender under this Deed,
- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act, and
- (c) whether or not the Receiver is an administrative receiver within the meaning of that Act, which are conferred upon an administrative receiver by Schedule 1 of the Insolvency Act 1986, which powers are incorporated in this Deed

### **13.2 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 or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Assets, and
- (b) which the Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of the Charged Assets or for or in connection with the enforcement of this Security or the realisation of any Charged Assets,

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

## **14 Exclusion of liability**

### **14.1 No obligation to recover**

Neither the Lender nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Assets whether or not it is in possession of the relevant Charged Assets

### **14.2 No liability as mortgagee in possession**

Neither the Lender nor any Receiver shall be liable, by reason of entering into possession of the Charged Assets to account as mortgagee or be liable for any loss on realisation or for any default or omission for which a mortgagee might be liable

### **14.3 Possession**

If the Lender or any Receiver shall take possession of the Charged Assets it or he may at any time go out of possession. The Chargor will remain liable to observe and perform all conditions and obligations relating to the Charged Assets

### **14.4 Losses on enforcement**

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

- (a) any sale of any Charged Asset,

- (b) any act, default or omission of the Lender or any Receiver in relation to any Charged Asset, or
- (c) any exercise or non-exercise by the Lender or any Receiver of any power conferred upon it in relation to any Charged Asset by or pursuant to this Deed or by the Act

**15. Application of proceeds**

**15.1 Order of application**

Subject to any claims having priority to this Security all money recovered by the Lender or any Receiver as a result of the enforcement of this Deed or otherwise by reason of this Security will be applied in the following order

- (a) in payment of all costs, fees, taxes and expenses incurred by the Lender or any Receiver in or pursuant to 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 Obligations, and
- (d) the balance (if any) will be applied as required by law

The Lender may at any time vary such order in its absolute discretion

**15.2 Contingent or future liabilities**

If any money is received by the Lender or a Receiver as a result of the enforcement of or otherwise by reason of this Security at a time when the Secured Obligations include contingent or future liabilities the Lender or any Receiver may hold some or all of such money in an interest bearing suspense account

**16 Expenses and payments**

**16.1 Costs and expenses**

All reasonable costs and expenses (including legal fees), charges and liabilities incurred in connection with the negotiation, preparation, printing, execution, registration and perfection of this Deed by the Lender or any Receiver shall be paid by the Chargor to the Lender on demand

**16.2 Enforcement and preservation costs**

All costs and expenses (including legal fees), charges and liabilities incurred in connection with the enforcement of, or the preservation of any rights under, this Deed by the Lender or any Receiver shall be paid by the Chargor to the Lender on demand

**16.3 Indemnity**

The Chargor shall indemnify the Lender and any Receiver upon demand against all liabilities, claims and expenses whether arising out of contract or in tort or in any other way which may at any time be incurred by any of them in connection with this



Deed or for anything done or omitted to be done in the exercise or purported exercise of their powers pursuant to this Deed, save for in the event of the Lender or any Receiver's wilful misconduct or gross negligence

**16.4 Stamp taxes**

The Chargor shall pay and, within three Business Days of demand, indemnify and/or secure the Lender and any Receiver against any cost, loss or liability the Lender or Receiver incurs in relation to all stamp duty, stamp duty land tax, registration and other similar taxes payable in respect of or in connection with the entry into, performance or enforcement against the Chargor of this Deed

**16.5 Value Added Tax**

Where this Deed requires the Chargor to reimburse or indemnify and/or secure the Lender or any Receiver for any costs or expenses the Chargor shall at the same time pay and indemnify and/or secure the Lender or any Receiver against all VAT incurred by the Lender or any Receiver in respect of the costs and expenses to the extent that the Lender or any Receiver is not entitled to credit or repayment of the VAT. All costs, expenses and disbursements payable by the Chargor under this Deed are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT to be charged on those costs, expenses and disbursements

**17. Delegation of powers by Lender or Receiver**

**17.1 Delegation**

The Lender and (to the fullest extent permitted by law) any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by the Lender or any Receiver under this Deed. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Lender or Receiver (as the case may be) may think fit

**17.2 No liability for delegates**

Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

**18 Further assurance**

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

- (a) execute any documents or do any other thing which the Lender or any Receiver may reasonably require for perfecting or protecting any Security created or intended to be created by this Deed or in connection with the exercise of any rights, powers or discretions given to the Lender or any Receiver under this Deed, and
- (b) convey, transfer, assign or otherwise deal with any Charged Assets in such manner as the Lender or any Receiver may reasonably require in connection with any enforcement of any of this Security

**19 Power of attorney**

**19.1 Grant of power of attorney**

The Chargor, by way of Security, irrevocably and severally appoints the Lender and each Receiver to be its attorney in its name and on its behalf to take any action which the Chargor is or may be obliged to take under or pursuant to this Deed or which the Lender or any Receiver in its or his sole and absolute discretion considers to be requisite, expedient or appropriate in order to carry any sale, lease or other disposal into effect, or to execute any deed, document or instrument, or to convey or transfer any legal estate or other interest in any asset, or to get in the Charged Assets, or generally to enable the Lender or a Receiver to exercise the respective rights, powers and discretions conferred on them by or pursuant to this Deed or by law

**19.2 Ratification**

The Chargor agrees to ratify and confirm whatever any such attorney shall do, or attempt to do, in the exercise or purported exercise of the power of attorney granted under this Clause 19

**20. Release and recourse**

**20.1 Release of Charged Assets**

Upon the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Chargor

- (a) take whatever action is necessary to release the Charged Assets from, and/or to cancel, this Security, and
- (b) reassign or procure the reassignment to the Chargor of the assets assigned by it to the Lender pursuant to this Deed,

in each case subject to Clause 20.2 (*Releases conditional*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees

**20.2 Releases conditional**

Any settlement, release or discharge under this Deed between the Lender and the Chargor will be conditional upon no Security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, winding-up, administration or insolvency for the time being in force, and if such condition is not satisfied, the Lender will be entitled to recover from the Chargor on demand the value of such Security or the amount of any such payment as if such settlement, release or discharge had not occurred and/or to enforce this Security to the full extent of the Secured Obligations. The Lender may concede or compromise any claim that any payment, Security or disposition is liable to avoidance, refund or reduction

**21 Miscellaneous**

**21.1 Continuing Security**

This Security is continuing and will extend to the ultimate balance of all the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

**21.2 Additional Security**

This Security is in addition to and is not in any way prejudiced by any bill, note, guarantee, indemnity or other Security now or subsequently held by the Lender for any of the Secured Obligations

**21.3 New accounts**

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security or other interest affecting any Charged Asset and/or the proceeds of sale of any Charged Asset, or this Security for any reason ceases to be a continuing Security in respect of the Chargor, the Lender may open a new account for the Chargor. If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice. As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount for which this Deed is Security

**21.4 No deduction or withholding**

All payments made by the Chargor to the Lender under this Deed shall (save insofar as required by law to the contrary) be paid in full without set-off or counterclaim and free and clear of and without any deduction or withholding or payment for or on account of any present or future tax, levy, duty, impost or other charge or withholding of a similar nature. If the Chargor shall be required by law to effect any such deduction or withholding or payment the Chargor shall immediately pay to the Lender such additional amount as will result in the immediate receipt by the Lender of the full amount which would otherwise have been received had no such deduction or withholding or payment been made

**21.5 Set-off**

The Lender may set off any matured obligation owed by the Chargor to the Lender against any obligation (whether or not matured) owed by the Lender to the Chargor regardless of the place of payment, or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange for the purpose of the set-off in an amount estimated by it in good faith to be the amount of that obligation

**21.6 Remedies**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed, shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law

**21.7     Waivers**

A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

**21.8     Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

**21.9     Amendments**

Any term of this Deed may be amended, varied or supplemented with the consent of the Lender and the Chargor and by an instrument in writing signed by the parties to this Deed and any such amendment, variation or supplement will be binding on the Lender and the Chargor

**21.10    Certificates and determinations**

Any certification or determination by the Lender of a rate or amount under this Deed is, in the absence of manifest or proven error, conclusive evidence of the matters to which it relates

**21.11    Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate

**21.12    Restriction**

If so requested by the Lender at any time, the Chargor shall apply and agrees that it shall apply to the Chief Land Registrar of the Land Registry in the United Kingdom (by submitting a form RX1 or otherwise) for a restriction in the following terms to be entered on the register or registers of title relating to any Real Property now or after the date of this Deed registered at the Land Registry and against which this Deed may be noted

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [MHS Consulting International, Inc] referred to in the Charges Register "

**21.13    Currency**

- (a)     In this Clause, the "**Spot Rate**" means the Lender's spot rate of exchange for the purchase of any currency with any other currency in the London foreign exchange market

- (b) The Lender may convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate
- (c) If the Chargor fails to pay any sum under this Deed on the due date, the Lender may, without notice to the Chargor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Chargor to pay that sum

#### **21 14 Counterparts**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed

#### **22. Benefit of this Deed**

##### **22.1 Assignment by the Lender**

The Lender may assign or transfer all or any part of its rights, and/or obligations under this Deed without the consent of the Chargor. The Chargor shall enter into any documents specified by the Lender to be necessary to give effect to such assignment or transfer

##### **22 2 No assignment by the Chargor**

The Chargor may not assign or transfer all or any part of its rights and/or obligations under this Deed

##### **22 3 Disclosure of information**

The Lender may disclose

- (a) to any person to (or through) whom it assigns or transfers (or may potentially assign or transfer) this Security or all or any of its rights and obligations under this Deed,
- (b) any Receiver or proposed replacement or additional Receiver,
- (c) any person with (or through) whom it enters into (or may potentially enter into) any arrangement in relation to, or any other transaction under which payments are to be made by reference to, the Secured Obligations, or
- (d) any person to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation,

any information about the Chargor and this Deed as the Lender shall consider appropriate

##### **22.4 Change in name or constitution**

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of any party or any merger, amalgamation or consolidation of such party with any other corporation or any reconstruction or reorganisation of any kind

**23 Notices**

**23 1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter or by email

**23 2 Addresses**

The address, fax number and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is

(a) in the case of the Chargor

Address Rose House, Bell Lane Office Village, Bell Lane, Little Chalfont, Amersham, Buckinghamshire SL7 2RH

Attn The Company Secretary

Fax/email 01494 765 697

(b) in the case of the Lender

Address 7700 Forsyth Blvd , Suite 800, Saint Louis, Missouri 63105

Attn Keith H Williamson, EVP, Secretary & General Counsel

email kwilliamson@centene.com

With a copy to Field Fisher Waterhouse LLP, Riverbank House, 2 Swan Lane, London, EC4R 3TT (for the attention of Neil Palmer)

or any substitute address, fax number, electronic address or department or officer as the Chargor may notify to the Lender (or the Lender may notify to the Chargor, if a change is made by the Lender) by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or of any place where it carries on business or the address or fax number or email address of the Chargor last known to the Lender shall also be addresses of the Chargor for the purpose of this Clause

**23 3 Delivery**

Any communication or document made or delivered by the Lender to the Chargor under or in connection with this Deed will only be effective

(a) if by way of fax, on the date of transmission shown on a transmission report produced by the fax machine of the sender (or its agent) which indicates that the entire communication or document was transmitted successfully, or

(b) if by way of prepaid first class post or recorded delivery, on the second Business Day after being deposited in the post in a correctly addressed envelope, or

- (c) if by way of registered airmail, on the fifth Business Day after being deposited in the post in a correctly addressed envelope;
- (d) if sent by e-mail, a delivery receipt or other confirmation report is received from the recipient's server and the original transmission has been properly addressed,

**provided that** any notice received on a day which is not a Business Day or after 5pm (local time at the place of receipt) on any day will be deemed to have been given or made at 10am on the next Business Day

**23.4 English language**

Any notice given under or in connection with this Deed must be in English

**24. Governing law**

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

**25 Enforcement**

Any dispute, controversy or claim arising out of or in relation to this Agreement or any other Transaction Document including the validity, invalidity, breach or termination thereof, shall be resolved by binding arbitration in accordance with the Rules of the London Court of International Arbitration (LCIA) (the "Rules") in force on the date when the notice of arbitration is submitted in accordance with the Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in London (United Kingdom). The arbitral proceedings shall be conducted in English.

**EXECUTED** as a deed and delivered by the Chargor and signed on behalf of the Lender on the date stated at the beginning of this document

**Schedule 1**

**Assets and agreements**

[include list of assets]



**The Chargor**

**EXECUTED** as a **DEED** by **THE PRACTICE (GROUP) LIMITED** acting by a director in the presence of

Signature of witness



Print name

**TOBY GODRICH**

Address

**The Practice  
Rose House  
Bell Lane Office Village  
Bell Lane, Little Chalfont  
Amersham, Bucks  
HP6 6FA**



**A. Johnson**

Signature of director

**The Lender**

**EXECUTED** as a **DEED** on behalf of **MHS CONSULTING INTERNATIONAL, INC** a company incorporated in Delaware, by

being a person who, in accordance with the laws of that territory, is acting under the authority of the company

Authorised signatory

**The Chargor**

**EXECUTED** as a **DEED** by **THE PRACTICE (GROUP) LIMITED** acting by a director in the presence of

Signature of director

Signature of witness

Print name

Address

**The Lender**

**EXECUTED** as a **DEED** on behalf of **MHS CONSULTING INTERNATIONAL, INC** a company incorporated in Delaware, by **JESSE N. HUNTER**, being a person who, in accordance with the laws of that territory, is acting under the authority of the company

A handwritten signature in black ink, appearing to be 'JH' with a large loop at the bottom.

Authorised signatory