



Registration of a Charge

Company name: **PLUM BIDCO LIMITED**

Company number: **09593529**



X738BQND

Received for Electronic Filing: **05/04/2018**

Details of Charge

Date of creation: **29/03/2018**

Charge code: **0959 3529 0001**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description: **THE ONE ORDINARY SHARE OF £1.00 HELD BY THE COMPANY IN
INDIGO CARE SERVICES (2) LIMITED'**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KUIT STEINART LEVY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9593529

Charge code: 0959 3529 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2018 and created by PLUM BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2018 .

Given at Companies House, Cardiff on 9th April 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 29th day of March 2018

Plum Bldco Limited

and

AIB Group (UK) p.l.c.

CHARGE OVER SHARES

THIS CHARGE is made the 29th day of March 2018

BETWEEN

1. Plum Bidco Limited (company number 9593529) whose registered office is at The Hamlet, Hornbeam Park, Harrogate HG2 8RE of ("the Mortgagor"); and

2. AIB Group (UK) p.l.c. whose registered office is at 92 Ann Street, Belfast, BT1 3HH ("the Bank")

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

(1) In this Charge:

"Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Bank and the Mortgagor;

"Charged Property" means the Shares and Security Assets and includes any proceeds of sale or other realisation thereof or any part thereof;

"Enforcement Event" means service of a demand on the Mortgagor for the discharge of the Secured Obligations or any part of the Secured Obligations by the Bank;

"Receiver" means any receiver appointed by the Bank under this Charge;

"Secured Obligations" means all money and liabilities present or future, actual and/or contingent of the Mortgagor to the Bank whether on account of moneys advanced, bills of exchange, promissory notes, guarantees, indemnities, interest, commission, banking charges and whether incurred solely, severally and/or jointly and all legal and other expenses (on a full indemnity basis) howsoever incurred by the Bank or any Receiver in connection therewith and/or herewith; (such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this security and the recovery of the liabilities secured by it)

"Security Assets" means all stock, shares, warrants, rights, money or other property accruing, offered, issued or deriving at any time by way of redemption, bonus, preference, option, consolidation, subdivision, dividend, interest or otherwise in respect of the Shares;

"Shares" means the shares specified in the Schedule and all other shares, stock or securities from time to time substituted for or representing the shares specified in the Schedule; and

"Specified Rate of Interest" means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's base rate from time to time.

(2) In this Charge (unless otherwise provided):

(a) reference to Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, this Charge;

(b) references to this Charge (or to any specified provisions of this Charge) or any other document shall be construed as references to this Charge, that provision or that document as amended, varied novated or supplemented from time to time;

(c) headings are for ease of reference only;

(d) words importing the singular shall include the plural and vice versa;

(e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture,

company, corporation, unincorporated body of persons or any state or any agency thereof; and

- (f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Charging Clause

In consideration of the Bank giving time, credit, banking facilities or other accommodation to the Mortgagor, the Mortgagor hereby charges as sole and absolute owner and with full title guarantee the Charged Property by way of first fixed charge in favour of the Bank as a continuing security for the repayment on demand of the Secured Obligations.

3. Deposit of Share certificates and Blank Transfers

- (1) If and insofar as the shares are in certificated form the Mortgagor shall deposit with the Bank all share certificates or other documents of title to the Shares immediately upon the execution of this Charge, together with such duly executed transfers or assignments (with the name of the transferee, date and consideration left blank) as the Bank may require, to the intent that the Bank may at any time without notice present them for registration and perfect the title of the Bank or its nominee to the Shares.
- (2) If and insofar as the shares are in uncertificated form and held through the CREST system the Mortgagor shall take such action as is required by the Bank to transfer the shares to such Escrow Balance or balances (as that term is used in the CREST Reference Manual) as designated by the Bank ("the Escrow balance") and the Mortgagor agrees that the Shares may only be transferred from Escrow Balance on the instruction of the relevant escrow agent (as that term is used in the CREST Reference Manual) and that the escrow agent may at any time (as directed by the Bank) without notice transfer any such shares from Escrow Balance.

4. Covenant for Further Assurance

- (1) Subject to Clause 7, the Mortgagor shall upon the accrual, offer, issue or receipt of any Security Assets deliver or pay to the Bank or procure the delivery or payment to the Bank of all such Security Assets or the share certificates or other documents of title to or representing them together with such duly executed transfers or assignments (with the name of the transferee, date and consideration left blank) as the Bank may require and/or transfer to procure the transfer of any shares held through the CREST system to the Escrow Balance to the intent that the Bank may at any time without notice present them for registration and perfect the title of the Bank or its nominee to such Security Assets.
- (2) The Mortgagor will, if so requested by the Bank, promptly and at the Mortgagor's expense execute and deliver and do all deeds, instruments, transfers, power of attorney, renunciations, proxies, notices, documents, acts and things in such form as the Bank may from time to time require for perfecting or protecting the Bank's security over the Charged Property or facilitating its realisation (including, in so far as it is able, procuring that any transfer of the Charged Property in favour of the Bank or its nominee and any subsequent transfer by the Bank is duly registered in the books of the company or other entity to which the Shares relate).

5. Representations and Warranties

The Mortgagor represents and warrants to the Bank on the date of this Charge and on each subsequent day that:

- (1) the Mortgagor is the sole and absolute owner and registered holder with full title guarantee of the Charged Property, that no person save the Mortgagor has any right or interest of any sort whatsoever in or to the Charged Property and that there are no agreements or arrangements (including any restriction on transfer or rights of pre-emption) affecting the Charged Property in any way or which would or might in any way fetter or otherwise prejudice the rights of the Bank or any mortgagee of the Charged Property;
- (2) the Mortgagor has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of the Mortgagor's right, title and interest in and to the Charged Property.;
- (3) the Mortgagor has and will at all material times have the necessary power to enable the Mortgagor to enter into, exercise the Mortgagor's right and perform the Mortgagor's obligations under this Charge and such actions have been and will, during the subsistence of this Charge, be duly authorised;
- (4) the Shares are duly authorised, validly issued and fully paid and there are no moneys or liabilities outstanding in respect of any of the Shares; and
- (5) this Charge and the performance of the Mortgagor's obligations under it, do not conflict or result in any breach of or constitute a default under any agreement, instrument or obligation to which the Mortgagor is a party or by which it is bound (including where the Mortgagor is a company the Mortgagor's Memorandum and Articles of Association).

6. Covenants

The Mortgagor covenants with the Bank that during the continuance of this security:

- (1) the Mortgagor will not (without the prior written consent of the Bank):
 - (i) permit any person other than the Bank or its nominees to be registered as holder of the Charged Property or any part thereof; or
 - (ii) create or purport to create or permit to subsist any mortgage, debenture, charge, pledge, lien or encumbrance (other than in favour of the Bank) on or over the Charged Property or any part thereof or interest therein; or
 - (iii) sell, transfer or otherwise dispose of the Charged Property or any part thereof or interest therein or attempt to agree to do so; or
- (2) the Mortgagor will not do or cause or permit to be done anything which is a variation or abrogation of the rights attaching to or conferred by all or part of the Charged Property or which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank of the Charged Property and the Mortgagor will vote against any resolution which would have such an effect (if passed);
- (3) the Mortgagor will pay all calls and other payments when due and discharge promptly all other obligations in respect of the Charged Property (and if the Mortgagor does not do so, the Bank may make such payments on behalf of the Mortgagor in which event any sums so paid shall be reimbursed on demand by the Mortgagor to the Bank and for the avoidance of doubt shall be included in the Secured Obligations);
- (4) the Mortgagor will comply promptly with any notice served on it under the Companies Act 1985; and

- (5) the Mortgagor will give all notices and do all other acts and things as may be required to protect the security created hereby over the Charged Property.

7. Dividends and Votes

Whenever the Charged Property is registered in the name of the Bank or a nominee for the Bank:

- (1) before the occurrence of an Enforcement Event, all dividends, interest and other income forming part of the Charged Property will be paid to the Mortgagor and, subject to Clause 7(2), the Mortgagor may direct how the votes attaching to the Charged Property are to be exercised; and
- (2) after the occurrence of an Enforcement Event, all dividends, interest and other money received which forms part of the Charged Property (and the Mortgagor will procure that any payments of such dividends, interest and other moneys is effected other than through the CREST system) may be held by the Bank and applied by it as though they were proceeds of sale and the Bank may direct (at its absolute discretion) how the votes and other rights attaching to the Charged Property are to be exercised.

8. Powers of the Bank

- (1) At any time after occurrence of an Enforcement Event the Bank and any nominee of the Bank and the escrow agent of the Escrow Balance may without further notice in respect of all or any part of the Charged Property exercise all the powers or rights which may be exercisable by the registered holder of the Charged Property, appoint a Receiver and exercise the power of sale and all other powers conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended. Any Receiver shall be the agent of the Mortgagor who shall be responsible for his fees and expenses. The Bank shall cease to be under any further commitment to the Mortgagor following the occurrence of an Enforcement Event.
- (2) Each of the Bank, any nominee of the Bank and the escrow agent of the Escrow Balance and any Receiver shall be entitled (in addition to any other powers conferred by law) to sell, exchange, redeem or otherwise dispose of all or any part of the Charged Property for such consideration and on such terms as he may in his absolute discretion think fit.
- (3) Section 93 and 103 of the Law of Property Act 1925 shall not apply to the security constituted by this Charge.
- (4) The Bank and any Receiver are authorised to give a good discharge for any money received in exercise of the power of sale as well as for any money or property received by either of them in respect of the Charged Property during the subsistence of this Charge. No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank or the Receiver to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers any may rely on any statement given by the Bank or any Receiver in this connection.
- (5) Without prejudice to their right to recover any shortfall from the Mortgagor and, after the payment of any claims having priority to the security created by the Charge, the Bank and any Receiver shall apply the proceeds arising from the exercise of any powers conferred by this Charge in paying the costs of sale or other disposal and in or towards the discharge of the Secured Obligations in such order as they in their absolute discretion think fit and the Bank or Receiver may credit such proceeds to a suspense account for so long and in such manner as he may from time to time determine. The surplus (if any) of such proceeds shall be paid to the person or persons entitled to it.

- (6) Each of the Bank and any Receiver may compound or settle any question in relation to the Charged property in such manner as he thinks fit. Neither the Bank nor its nominee (if any) nor any Receiver shall be liable for any loss occasioned by any exercise, purported exercise or non-exercise of rights attached to the Charged Property or given to them by this Charge and, in particular, they shall not be liable to account as mortgagee in possession in respect of any sale or disposal or for any neglect or default to present any interest coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Mortgagor of any such matter or for any negligence or default by their nominees, correspondents, employees or agents or for any other loss of any nature whatsoever in connection with the Charged Property.
- (7) The Mortgagor unconditionally covenants with the Bank fully to indemnify and hold harmless the Bank and any Receiver from and against all losses, actions, claims, expenses, demands and liabilities whether in contract, tort or otherwise and in respect of calls or other payments relating to the Charged Property now or hereafter incurred by any of them (including value added tax where applicable) for anything done or omitted in the exercise or purported exercise of their powers or occasioned by any breach by the Mortgagor of any of its covenants or other obligations to the Bank. The Mortgagor shall indemnify the Bank and any Receiver (as appropriate) on demand and shall pay interest on the sums demanded at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the specified Rate of Interest. Any amount demanded pursuant to such indemnity shall, for the avoidance of doubt, form part of the Secured Obligations.

9. Power of Attorney

To secure the performance of its obligations under this Charge the Mortgagor hereby irrevocably appoints the Bank and/or any Receiver to be its attorney (with full powers of substitution and delegation) to sign any document, execute and deliver any deed (including, but without limitation, any stock transfer form) and do any act or thing on behalf of the Mortgagor which the Mortgagor may or ought to do under this Charge. The Mortgagor hereby covenants with the Bank to ratify and confirm any document, deed, act and thing and all transactions which such attorney may sign, execute or do.

10. Nature of Security

This Charge is in addition to any other security now held by the Bank for the obligations of the Mortgagor (whether under this Charge or otherwise).

11. Continuing Security

This Charge is a continuing security and will not be satisfied by any intermediate discharge of the whole or any part of the Secured Obligations or any other matter or thing whatsoever, including the insolvency, liquidation, bankruptcy or administration of the Mortgagor and shall be binding until all of the Secured Obligations have been unconditionally and irrevocably discharged in full.

12. New Accounts

If the Bank receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting all or any part of the Charged Property, the Bank may open a new account or accounts with the Mortgagor and, if it 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 and as from the time all payments made by the Mortgagor to the Bank shall be credited or treated as having been credited to the new account and it shall not operate to reduce the amount secured by this Charge at the time when it received or was deemed to have received such notice.

13. Payments

- (1) All sums due and payable by the Mortgagor under this Charge shall be made in full without any set-off or counter-claim and free and clear of and (subject as provided

in the next sentence) without deduction for or on account of any future or present taxes. If:

(a) the Mortgagor is required by any law to make any deduction or withholding from any sum payable by the Mortgagor to the Bank hereunder; or

(b) the Bank is required by law to make any payments on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Bank hereunder

then the sum payable by the Mortgagor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deductions, withholding or payment, the Bank receives and retains (free from any liability in respect of any such deduction, withholding payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.

(2) The Mortgagor shall have no rights in respect of the application by the Bank of any sums received, recovered or realised by the Bank under this Charge.

14. Service of demands, notice etc.

A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Mortgagor either by hand or post or facsimile. A demand or notice by post may be addressed to the Mortgagor at the Mortgagor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned undelivered and shall be effective notwithstanding the death or other disability of the Mortgagor. If sent by facsimile such notice may be sent to the last facsimile number of the Mortgagor known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

15. Avoidance of payments and retention of security

- (1) Any release, discharge or settlement between the Mortgagor and the Bank shall be conditional upon no security, disposition, assurance or payment to the Bank by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Bank shall be entitled to concede or compromise any claim that any such security, disposition, assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.
- (2) The Bank shall at its option be entitled to retain any security constituted by or pursuant to this Charge (which for the purpose of this Clause includes retaining any shares in the Escrow Balance) for a period of up to 25 months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Bank from the Mortgagor and/or any other person and notwithstanding any such payment, discharge or satisfaction, in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Bank shall be entitled to retain any such security for such further period as the Bank may determine.

16. Remedies, waivers and consents

- (1) No failure on the part of the Bank to exercise and no delay on its part in exercising any right or remedy under this Charge will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise thereof or the exercise of any other right

or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.

17. Assignment

The Bank shall have the right to assign the whole or any part of the benefit to it respectively of this Charge and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Charge in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Mortgagor to any such assignee or other successor or any participation or proposed assignee, successor or participant.

18. Merger/Reconstruction

This Charge shall remain in effect and binding on the Mortgagor notwithstanding any amalgamation or merger that may be effected by the Bank and any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company.

19. Certificate of the Bank

Any statement, certificate or determination of the Bank as to the Secured Obligations or any other matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

20. Jurisdiction

This Charge shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts.

21. Provisions severable

Every provision contained in this Charge shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

22. Limited recourse

The Lender's recourse against the Chargors or their assets under clause 2, whether by way of court proceedings, a winding up application or otherwise, shall be limited to the enforcement of its security over the Secured Assets, and the liability of the Chargors under clause 2 shall extend only to and shall not exceed the proceeds of any such enforcement.

IN WITNESS whereof the Mortgagor has executed and delivered this Deed as a deed the day and year first above written.

THE SCHEDULE

Number of shares or amount of stock	Description of stocks shares or other securities
one	Ordinary share of £1.00

EXECUTED AS A DEED by PLUM)
BIDCO LIMITED
acting by)

Director



Director / Secretary



SIGNED AS A DEED and delivered by)

In the presence of)

Witness

Name

Address

Occupation

SIGNED AS A DEED and delivered by)

In the presence of)

Witness

Name

Address

Occupation
