



Registration of a Charge

Company name: **NRS HEALTHCARE LIMITED**

Company number: **10751346**



X795SUI1

Received for Electronic Filing: **29/06/2018**

Details of Charge

Date of creation: **27/06/2018**

Charge code: **1075 1346 0001**

Persons entitled: **MR SALIM JIWA**

Brief description: **THE LAND AND PREMISES KNOWN AS 2 FIR TREE ROAD, BANSTEAD (SM7 1NG) AND SHOWN EDGED RED ON THE PLAN**

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: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10751346

Charge code: 1075 1346 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2018 and created by NRS HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2018 .

Given at Companies House, Cardiff on 3rd July 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

FREETHS

DATED

27 JUNE

2018

- (1) MR SALIM JIWA
- (2) NRS HEALTHCARE LIMITED

Legal Charge

Ref: 1847/RMJ/2133069/1
Direct Tel: +44 (0)845 073 8394
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Email: rachel.jones@freeths.co.uk

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LAND REGISTRY

LAND REGISTRATION ACT 2002

LEGAL CHARGE

Administrative Area: SURREY: REIGATE AND BANSTEAD

Title Number: SY564844

Property: 2 Fir Tree Road, Banstead (SM7 1NG)

Date:

PARTIES:

(1) Lender

MR SALIM JIWA

of Masaka, The Drive, Sutton, Surrey, SM2 7DP

(2) Borrower

NRS HEALTHCARE LIMITED

Company Number: 10751346

Registered Office: Firtree House Nursing Home, 2 Fir
Tree Road, Banstead, Surrey, SM7 1NG

1. DEFINITIONS

1.1. In this Legal Charge the following words and expressions have the following meanings:

1925 Act	the Law of Property Act 1925;
Agreement	the Agreement entered into by the Lender and the Borrower prior to the execution of this Legal Charge a copy of which is annexed to this Legal Charge;
Payment Dates	the due date(s) for payment of the Secured Sums pursuant to the Agreement;
Planning Acts	the Town & Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1991 and the Planning and Compulsory Purchase Act 2004;
Property	the land and premises comprised in the title above known as 2 Fir Tree Road, Banstead (SM7 1NG) and shown edged red on the Plan;
Secured Sums	all monies and liabilities which are for the time being owed or incurred by the Borrower to the Lender pursuant to the Agreement whether actually

or contingently and whether solely or jointly with any other person and whether as principal or surety including all interest and lawful charges and expenses to which the Lender may be entitled in relation to the indebtedness of the Borrower.

- 1.2. All terms used in this Legal Charge shall have the same meaning as in the Agreement unless the context otherwise requires and in the event of conflict the definition in this Legal Charge shall prevail.
- 1.3. Clause headings are inserted for ease of reference only and shall not affect the interpretation.
- 1.4. Where the expression "the Borrower" at any time means two or more persons obligations expressed or implied to be made by the Borrower are deemed to be made by those persons jointly and severally.
- 1.5. Words importing one gender include all genders and words importing the singular include the plural and vice versa.
- 1.6. Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute or "statutes" includes any regulations or orders made under such statute or statutes.

2. BACKGROUND

This Legal Charge is entered into to secure the liabilities and obligations of the Borrower to the Lender arising under or by virtue of the Agreement including (but not limited to) payment of the Secured Sums.

3. COVENANT FOR PAYMENT

The Borrower covenants with the Lender to repay to the Lender the Secured Sums on the Payment Dates.

4. CHARGE

The Borrower charges the Property by way of legal mortgage with full title guarantee as a continuing security for the payment to the Lender of the Secured Sums and the due performance of the Borrower's obligations pursuant to the Agreement.

5. COVENANTS BY THE BORROWER

The Borrower covenants with the Lender that during the continuance of the security afforded by this deed the Borrower will:

- 5.1. observe and perform the terms and conditions of the Agreement and this Legal Charge;
- 5.2. keep all buildings and other structures for the time being comprised in the Property in a good state of repair and decoration;
- 5.3. keep insured all buildings and other structures for the time being comprised in the Property and all effects of an insurable nature on or forming part of the Property insured for the full cost of reinstatement or replacement with an insurance office approved by the Lender against destruction or damage by fire and such other risks and contingencies as the Lender shall from time to time reasonably specify with a note of the interest of the Lender noted on the policy and whenever required provide evidence to the Lender of the existence and terms of such insurance and of payment of all necessary premiums;
- 5.4. duly observe and perform all requirements of the Insurers in relation to the Property
- 5.5. not to make or consent to the making of any application for planning permission or any other application under the Planning Acts affecting the Property except with the Lender's prior written consent nor to enter into any planning obligation affecting the Property;
- 5.6. to comply with all relevant licences consents permissions and conditions from time to time granted or imposed by the Planning Acts;
- 5.7. not sever or remove from the Property any trade or other fixtures fixed plant and machinery for the time being on the Property except for the purpose of renewal or replacement by equivalent items of equal or greater value;
- 5.8. so long as any money remains owing on the security of this deed not cause or suffer any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it;
- 5.9. not without the prior written consent of the Lender create or suffer to be created in respect of any part of the Property:
 - 5.9.1. any lease tenancy or other right of occupation nor except with the Lender's prior written consent to vary renew or accept the surrender of any such lease tenancy or right of occupation nor to enter into any contract for such purpose; or
 - 5.9.2. any mortgage pledge charge or other encumbrance nor suffer any lien to arise.

6. LENDER'S POWERS

- 6.1. In the event that the Borrower is in default of the repairing obligations set out in Clause 6.2 or of the insuring obligations set out in Clause 6.3 the Lender shall be entitled (but not obliged) to carry out works and/or to maintain such insurance as necessary to remedy such default and the cost incurred by the Lender shall be a debt due from the Borrower to the Lender and recoverable as part of the moneys secured by this deed.
- 6.2. Without prejudice to and in addition to the Lender's powers under Clause 7.1 the Lender shall have power (in addition to the statutory powers incidental to the estate or interest of Lenders contained in section 101 of the 1925 Act):
 - 6.2.1. to effect upon any building or structure or property or chattel for the time being comprised in this security any such repairs amendments alterations and additions as the Lender shall consider necessary or desirable for the maintenance protection or improvement of the Property or of the Lender's security; and
 - 6.2.2. to demise or agree to demise the Property or any part of it for such period at such rent and upon such terms with or without a premium or fine in all respects as the Lender shall from time to time think fit.
- 6.3. The Lender shall have all the statutory powers of sale and appointment of a Receiver at any time after the date of this deed when such powers shall be exercisable and accordingly the provisions of section 103 of the 1925 Act do not apply to the security created by this deed.
- 6.4. The statutory powers conferred on the Lender as varied and extended by this Legal Charge and all other powers conferred by this Legal Charge shall in favour of any purchaser as defined in section 205 of the 1925 Act or person dealing in good faith or any receiver appointed by the Lender be deemed to arise and be exercisable immediately after the execution of this Legal Charge who shall not be concerned to enquire whether any exercise by the Lender of its powers is in breach of the terms of this Legal Charge.
- 6.5. As between the Lender and the Borrower the Lender will not exercise the statutory power of sale or of appointment of a receiver or its power to take possession of the Property unless there has been a failure to pay any of the Secured Sums for more than seven days after they have become due or a failure on the part of the Borrower to observe and perform one or more of its obligations pursuant to the Agreement [which has not been remedied within seven days of service of a written notice by the Lender upon the Borrower requiring remedy of the same. In the event of any such non-payment or default the Lender shall be entitled to exercise such rights and to possession of the Property as if all moneys secured by this deed were immediately due and payable.

- 6.6. If the Lender exercises any of the statutory powers or the additional powers given by this deed the Lender shall not be deemed to be a Lender in possession or become liable as such and any moneys properly disbursed by the Lender in the exercise of such powers shall on demand by the Lender to the Borrower be forthwith repaid by the Borrower to the Lender and if not then repaid shall bear interest at the rate stipulated in the Agreement from the date of demand until the date of repayment and until repaid and together with such interest shall be a charge on the Property.
- 6.7. Any interest payable under the terms of this Legal Charge or under the terms of the Agreement shall be payable at the rate stipulated in the Agreement as well after as before any judgment.
- 6.8. All the powers and remedies conferred by statute or by this deed upon the Lender shall be exercisable free from any restrictions imposed by the 1925 Act in any of the following events:
- 6.8.1. if the Borrower fails to pay any sum which has become due under the Agreement or this Legal Charge and which is secured on the Property or fails to observe or perform or commits any breach of any of the covenants undertakings conditions and provisions of the Agreement or this Legal Charge;
 - 6.8.2. if the Borrower (being a company) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company);
 - 6.8.3. if the Borrower (being a company) has a receiver or manager appointed (including an administrative receiver);
 - 6.8.4. if a petition is presented to, or any order is made by, any competent Court for the appointment of an administrator in relation to the Borrower (being a company) or any corporate action procedure or step is taken by any person for the purpose of or with a view to the administration of the Borrower;
 - 6.8.5. if any individual constituting the Borrower becomes bankrupt;
 - 6.8.6. if the Borrower enters into an arrangement for the benefit of creditors;
 - 6.8.7. if any person exercises or attempts to exercise any power of sale or seeks otherwise to enforce security in relation to the whole or any part of the Borrower's property undertaking or other assets whatsoever; or
 - 6.8.8. if any judgment or order of any Court is made against the Borrower for payment of any sum of money which is not complied with or set aside within fourteen days or if a writ or execution is issued against or execution or sequestration is levied or enforced upon or served against any of the property undertaking or other assets of the Borrower.

7. AGREEMENTS AND DECLARATIONS

The Borrower and the Lender agree and declare:

- 7.1. The power of sale under this Legal Charge shall be deemed to arise on the execution of this Legal Charge.
- 7.2. The provisions of section 93 of the 1925 Act do not apply to this security.
- 7.3. Any notice required to be served under this deed (including a demand for payment) shall be in writing and shall be deemed to be sufficiently served if (a) sent by first-class post in a correctly addressed pre-paid envelope to the last known address of the party to be served and it shall be deemed to be served on the second day following posting or (b) delivered by hand to the last known address of the party to be served and it shall be deemed to be served at the time of delivery.
- 7.4. If the Lender receives notice of any subsequent charge or other interest affecting all or any of the Property it may open a new account with the Borrower and if it does not do so, it shall be treated as if it had opened a new account at the time when it received a notice. As from the time of receipt of the notice payments made by the Borrower to the Lender shall be credited or be treated as having been credited to the new account.
- 7.5. This Legal Charge is in addition to and shall not be prejudiced or affected by nor itself prejudice or affect any other security which is now or may hereafter be held by the Lender.
- 7.6. The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees.
- 7.7. The Lender may from time to time waive any breach of this deed or grant any indulgence to the Borrower without affecting the Lender's rights, powers or remedies.

8. RESTRICTION

The Lender and the Borrower apply (and the Borrower hereby gives its consent to such application) to the Chief Land Registrar to enter in the Proprietorship Register of Title Number SY564844 a restriction in the following terms:

Form NN (Disposition by registered proprietor of registered estate or proprietor of charge – consent or certificate required)

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:

- MR SALIM JIWA of Masaka, The Drive, Sutton, Surrey, SM2 7DP or their personal representatives or their conveyancer,

that the provisions of the Agreement have been complied with or that they do not apply to the disposition.

9. EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

SIGNED as a DEED by

MR SALIM JIWA

in the presence of:

Witness' signature:

Name:

Address:

SIGNED as a DEED by

NRS Healthcare Limited

acting by

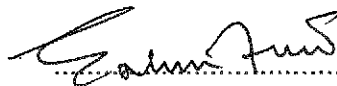
Yemansing Dinya

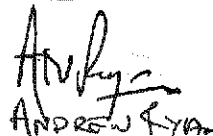
in the presence of:

Witness' Signature:

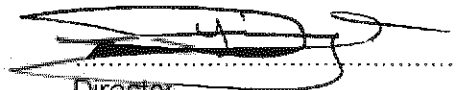
Witness' Name:

Witness' Address:

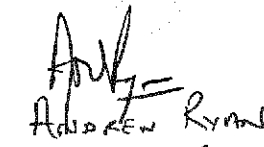




ANDREW RYAN
37 WARREN RD
BANSTEAD
SURREY SM7 1LQ



Director


ANDREW RYAN
37 WARREN RD
BANSTEAD
SURREY
SM7 1LQ

FREETHS

- (1) NRS Healthcare Limited
- (2) Mr Salim Jiwa

Loan Agreement

Ref: 2239/CCT2133069/1
Direct Tel: +44 (0)845 073 8554
Fax No: +44 (0)845 077 9603
Email: caroline.thomas@freeths.co.uk

THIS AGREEMENT is made on

17th April

2018

BETWEEN

- (1) **NRS HEALTHCARE LIMITED** incorporated and registered in England and Wales with company number 10751346 whose registered office is at Firtree House Nursing Home, 2 Fir Tree Road, Banstead, Surrey, SM7 1NG ("**Borrower**").
- (2) **MR SALIM JIWA** of Masaka, The Drive, Sutton, Surrey, SM2 7DP ("**Lender**").

BACKGROUND

- (A) The Lender has agreed to loan to the Borrower the principal sum of £1,600,000 on the terms and conditions set out in this agreement.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Event of Default	any event or circumstance specified as such in Clause 6.1;
Indebtedness	any obligation to pay or repay money, present or future, and whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations;
Security Document	the legal charge, in the agreed form, executed or to be executed by the Borrower and the Lender;
Sterling and £	the lawful currency of the UK.

1.2. Interpretation

In this agreement:

- 1.2.1. clause and paragraph headings shall not affect the interpretation of this agreement;
- 1.2.2. a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

- 1.2.3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4. references to a party shall include that party's successors, permitted assigns and permitted transferees and this agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns;
- 1.2.5. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.6. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.7. a reference to **writing** or **written** includes fax but not email;
- 1.2.8. an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9. reference to **this agreement** (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time;
- 1.2.10. any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. REPAYMENT OF THE LOAN

- 2.1. In consideration of the loan of £1,600,000 ("**Loan**") (the receipt of which the Borrower acknowledges), the Borrower agrees and undertakes with the Lender that it will duly and punctually make the repayments in the amounts and on the dates set out in this agreement.
- 2.2. The Loan is secured.
- 2.3. The Loan shall be due for repayment by way of instalments as follows:
 - 2.3.1. on the first day of each calendar month anniversary of the date of this agreement until the sum of £1,598,332.42 has been repaid, the sum of £11,666.66 (i.e. 137 monthly instalments);
 - 2.3.2. on the first day of the subsequent calendar month following the final calendar month in which the sum of £1,598,332.42 has been repaid pursuant to Clause 2.3.1, the sum of £1,667.58.
- 2.4. The Loan is interest free.

- 2.5. For the avoidance of doubt, the parties may agree to amend the repayment terms at Clause 2.3 (for example, they may agree to reduce the sum of the monthly instalments so that it is repayable over an increased period of time) provided that such amendment is made in accordance with Clause 7.1.

3. COSTS

- 3.1. The Borrower shall promptly on demand pay the Lender the amount of all costs and expenses of whatever nature (together with any value added tax on them) that the Lender incurs in connection with the amendment, extension, alteration, preservation and enforcement of the Loan and/or this agreement.
- 3.2. The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this agreement may be subject or give rise and shall indemnify the Lender against any losses or liabilities which it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.

4. PAYMENTS

- 4.1. All payments made by the Borrower under this agreement shall be in Sterling and in immediately available cleared funds to the Lender to such account as the Lender may notify to the Borrower from time to time.
- 4.2. If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day.
- 4.3. All payments made by the Borrower under this agreement shall be made in full, without set-off, counterclaim or condition and free and clear of and without any deduction or withholding, provided that if the Borrower is required by law or regulation to make such deduction or withholding, it shall:
- 4.3.1. ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - 4.3.2. pay to the relevant taxation, or other authorities, as appropriate, the full amount of the deduction or withholding;
 - 4.3.3. furnish to the Lender, within the period for payment permitted by the relevant law, either:
 - 4.3.3.1. an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
 - 4.3.3.2. if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted

or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and

- 4.3.4. pay to the Lender such additional amount as is necessary to ensure that the net full amount received by the Lender after the required deduction or withholding is equal to the amount that the Lender would have received had no such deduction or withholding been made.

5. EARLY REPAYMENT

- 5.1. The Borrower may at its option pay to the Lender all of the capital outstanding at any time in full discharge of all its obligations hereunder.
- 5.2. The Borrower may at its option pay to the Lender some of the capital outstanding at any time in partial discharge of its obligations hereunder.

6. EVENTS OF DEFAULT

- 6.1. Each of the events or circumstances set out in this Clause 6.1 is an Event of Default:
- 6.1.1. the Borrower fails to pay any sum due under this agreement when due or is in breach of any other material provision of this agreement;
- 6.1.2. the Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
- 6.1.3. a moratorium is declared in respect of any Indebtedness of the Borrower;
- 6.1.4. the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- 6.1.5. any action, proceedings, procedure or step is taken for:
- 6.1.5.1. the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower;
- 6.1.5.2. the composition, compromise, assignment or arrangement with any creditor; or
- 6.1.5.3. the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.

6.2. At any time after an Event of Default has occurred, the Lender may by notice in writing to the Borrower:

6.2.1. declare that the Loan is immediately due and payable, whereupon it shall become immediately due and payable; and/or

6.2.2. declare that the Loan be payable on demand, whereupon it shall immediately become payable on demand by the Lender; and/or

6.2.3. declare that the Security Document to be enforceable.

7. AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

7.1. No amendment of this agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).

7.2. A waiver of any right or remedy under this agreement or by law, or any consent given under this agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

7.3. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this agreement. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this agreement by the Lender shall be effective unless it is in writing.

7.4. The rights and remedies provided under this agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

8. SEVERANCE

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this Clause 8 shall not affect the legality, validity and enforceability of the rest of this agreement.

9. ASSIGNMENT

Neither party may assign any of its rights or transfer any of its rights and obligations under this agreement without the written consent of the other.

10. NOTICES

- 10.1. Any notice or other communication given to a party under or in connection with this agreement shall be:
- 10.1.1. in writing;
 - 10.1.2. delivered by hand by pre-paid first-class post or other next working day delivery service; and
 - 10.1.3. sent to:
 - 10.1.3.1. the Borrower at:
Firtree House Nursing Home, 2 Fir Tree Road, Banstead,
Surrey, SM7 1NG
Attention: Yemansing Dinya
 - 10.1.3.2. the Lender at:
Masaka, The Drive, Sutton, Surrey, SM2 7DP.
- or to any other address as is notified in writing by one party to the other from time to time.
- 10.2. Any notice or other communication given by either party shall be deemed to have been received:
- 10.2.1. if delivered by hand, at the time it is left at the relevant address; and
 - 10.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.
- Notice or other communication given as described in Clause 10.2.1 or Clause 10.2.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.
- 10.3. A notice or other communication given under or in connection with this agreement is not valid if sent by email.

11. COUNTERPARTS

- 11.1. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 11.2. No counterpart shall be effective until each party has executed at least one counterpart.

12. THIRD PARTY RIGHTS

- 12.1. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

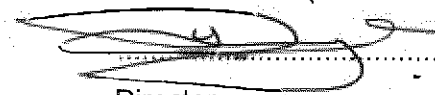
- ~~12.2.~~ The rights of the parties to rescind or agree any amendment or waiver under this agreement are not subject to the consent of any other person.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 13.2. Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This agreement has been entered into as a deed on the date stated at the beginning of it.

SIGNED as a DEED by
NRS Healthcare Limited
acting by
Yemansing Dinya




Director

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:


ANDREW RYAN
37 WARREN RD
BANSTEAD
SURREY SM7 1LQ

SIGNED as a DEED by


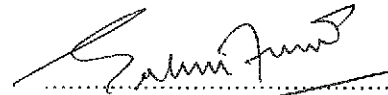
Mr Salim Jiwa

in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:


ANDREW RYAN
37 WARREN RD
BANSTEAD
SURREY SM7 1LQ