



**Registration of a Charge**

Company Name: **CAREPASSION LIMITED**

Company Number: **10973867**



XCYQT1PE

Received for filing in Electronic Format on the: **12/03/2024**

**Details of Charge**

Date of creation: **12/03/2024**

Charge code: **1097 3867 0001**

Persons entitled: **LIQUID LINK LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

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

Certified by: **C GILES**



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

Company number: 10973867

Charge code: 1097 3867 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th March 2024 and created by CAREPASSION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th March 2024 .

Given at Companies House, Cardiff on 16th March 2024

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**

# LIQUID LINK

THIS DEBENTURE is made on the 12<sup>th</sup> day of March 2024

## BETWEEN

- (1) The company ("the Company") of which the name, number and address appear described in section 1 of the Schedule attached to and forming part of this deed ("the Schedule"); and
- (2) **LIQUID LINK LIMITED** of 2<sup>nd</sup> Floor, The Port House Marina Keep, Port Solent, Portsmouth, Hampshire, PO6 4TH (registered number 11516478) ("**Liquid Link**").

## 1. MEANINGS OF EXPRESSIONS

- 1.1 In this debenture except where the context otherwise requires, the following expressions shall have the meanings assigned to them below:

|                         |  |
|-------------------------|--|
| "the Act"               | the Insolvency Act 1986;   |
| "Agreement"             | the invoice finance agreement (details of which are contained in section 2 of the Schedule) made between the Company and Liquid Link for the purchase of Receivables and any agreement made in addition to, variation of or substitution for such agreement; |
| "Client Account"        | all amounts now or hereafter owing or becoming due to the Company by Liquid Link including any amount retained or reserved by Liquid Link under any provision of the Agreement or otherwise;   |
| "Encumbrance"           | charge (whether fixed or floating), mortgage, standard security, lien, pledge or other security right or declaration of trust in all cases whether legal and/or equitable or any other arrangement having similar effect as that of security or a trust;     |
| "Event of Default"      | any of the events specified in clause 9.2;   |
| "Fixed Charge Property" | such of the Property as shall for the time being be subject to the fixed charge created by clause 3.1 and any other of the Property in respect of which the floating charge created by clause 3.2 shall have crystallised;                                   |
| "Floating Assets"       | (i) all the Property other than the Fixed Charge Property and (ii) all the Property located in Scotland (including heritable property) or governed by Scots law whether or not effectively subject to the fixed charge created by clause 3.1;                |
| "Intellectual Property" | all present and future rights of the Company in respect of any patent,   |

copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

**"Obligations"** all monetary and other liabilities and obligations now or at any time hereafter owed or incurred by the Company to or in favour of Liquid Link, present or future, actual or contingent, liquidated or unliquidated, whether as principal or surety or in any other capacity, whether or not incurred jointly with any other person, whether arising in or by contract, tort, restitution, assignment or breach of statutory duty and whether arising under the Agreement or otherwise including any such liability of the Company by virtue of any assignment to Liquid Link of any indebtedness incurred or to be incurred by the Company for any supply of services to or any hiring by the Company;

**"Other Debts"** all amounts of indebtedness (other than the Specified Receivables and the Client Account) now or at any time hereafter owing or becoming due to the Company on any account whatsoever and their proceeds together with the Associated Rights pertaining to such amounts of indebtedness and their proceeds;

**"Property"** all the Fixed Charge Property, the Floating Assets and all the other undertaking and property rights and assets of the Company, whatsoever and wheresoever, both present and future, and the proceeds of such property rights and assets;

**"Specified Receivables"** any Receivable (purchased or purported to be purchased by Liquid Link pursuant to the Agreement), of which the ownership fails to vest absolutely and effectively in Liquid Link for any reason, together with the proceeds of such Receivable;

**"Writing"** any form of communication that is accessible so that it may be recorded in a permanent form and used at any time after it has been made (and "written" is to be construed accordingly);

- 1.2 the expressions **"Receivables"** and **"Associated Rights"** have the meanings respectively assigned to them in the Agreement but so that for the purposes of the definition of **"Associated Rights"** references to a **"Receivable"** and to a **"Contract of Service"** (where the context so requires) include respectively references to an Other Debt and a contract giving rise to an Other Debt;
- 1.3 the expression **"Schedule B1"** shall mean Schedule B1 to the Act, the expression **"Administrator"** shall have the meaning assigned to it in paragraph 1(1) of Schedule B1 to the Act and the expression **"Receiver"** shall have the meaning assigned to it in section 29(1)(a) of the Act (not being an administrative receiver as defined in section 29(2) of the Act);
- 1.4 the singular includes the plural and vice versa and any of the three genders includes either of the others;
- 1.5 references to clauses and sub-clauses are references to clauses and sub-clauses respectively of this debenture;
- 1.6 the headings of clauses are for convenience only and do not affect or limit the meaning or extent of any clause;

- 1.7 the meaning of general words introduced by the word "other" are not limited by reference to any preceding word or enumeration indicating a particular class of acts matters or things;
- 1.8 the expressions "including" and "includes" do not limit or restrict any general words preceding either of them;
- 1.9 where Liquid Link has a right or option to do anything then the right or option is at its absolute discretion;
- 1.10 reference to any Act of Parliament is deemed to include such Act as amended or re-enacted from time to time and any order or regulation made under it.
- 1.11 Where in connection with any legal jurisdiction outside England and Wales a word or phrase in this deed has no precise counterpart, then this deed shall be interpreted as if that word or phrase referred to the closest equivalent in the jurisdiction concerned.

## **2. COVENANT TO PAY**

- 2.1 The Company will:
  - 2.1.1 on demand fully discharge by payment to Liquid Link without any deduction or set-off all or any monetary liabilities included in the Obligations; and
  - 2.1.2 duly perform all the other Obligations not specified under clause 2.1.1.

## **3. CHARGING PROVISIONS**

- 3.1 To secure payment and performance as provided for in clause 2 the Company hereby charges in favour of Liquid Link with full title guarantee:
  - 3.1.1 by way of fixed charge:
    - (i) all freehold and leasehold land and buildings of the Company both present and future including any land and buildings specified in section 3 of the Schedule and all trade fixtures and fittings and all plant and machinery from time to time in or on any such land or buildings;
    - (ii) all goodwill and unpaid and/or uncalled capital of the Company;
    - (iii) all stocks shares and securities and documents evidencing title to or the right to possession of any property at any time deposited with Liquid Link and the property mentioned in such documents;
    - (iv) all Intellectual Property now owned or at any time hereafter owned by the Company;
    - (v) the proceeds of any insurance taken out by the Company or on the Company's behalf and the refund of any premium for such insurance;
    - (vi) all Specified Receivables;
    - (vii) the Client Account; and
    - (viii) all Other Debts;
- 3.2 by way of floating charge (to which paragraph 14 of Schedule B1 applies), the Floating Assets.
- 3.3 Unless otherwise agreed in writing by Liquid Link and subject to section 464(2) of the Companies Act 1985:
  - (i) the Company shall not create any Encumbrance over any part of the Property ranking in priority to or equally with the floating charge created by clause 3.2 after its execution of this debenture except any Encumbrance in favour of Liquid Link, and
  - (ii) the floating charge created by way of clause 3.2 shall rank in priority to any fixed security or other floating charge created by the Company after its execution of this debenture except any fixed security in favour of Liquid Link.

**4. THE FLOATING ASSETS**

The Company shall be at liberty to sell any item included in the Floating Assets in the normal course of and for the purpose of carrying on its business (on terms not less favourable than those usual in a business of the nature of that carried on by the Company) until the crystallisation of all or any of the the floating charges created under this debenture.

**5. THE COMPANY'S CONTINUING OBLIGATIONS**

5.1 Until the full discharge of all the Obligations under this debenture except with the prior consent in Writing of Liquid Link the Company shall not:

5.1.1 except as provided in clause 4 or on the directions in Writing of Liquid Link sell, part with possession of, create any Encumbrance over or otherwise dispose of any of the Property nor, except as expressly provided for in this debenture release, exchange, compound, set off, grant time or indulgence in respect of any of the Property;

5.1.2 enter into any factoring or discounting agreement or any other agreement for the sale and purchase of debts except with Liquid Link.

5.2 All the provisions of the Agreement relating to the Receivables contained in the Agreement shall apply to all Specified Receivables as if such provisions were set out in this debenture in full.

5.3 In addition to and without prejudice to the provisions of clause 5.2 until Liquid Link confirm in Writing that the charges contained in this debenture are irrevocably and unconditionally discharged in full:

5.3.1 Liquid Link shall at all times have the sole right to collect any of the Other Debts and the Company shall assist Liquid Link in any way that it may require for that purpose and, if called upon to do so at any time by Liquid Link, at the Company's expense (including any applicable stamp duty) in such form as Liquid Link may prescribe the Company shall:

5.3.1.1 complete and execute a formal written assignment of any or all of the Other Debts and give written notice of such assignment to every person by whom any such Other Debt shall be owing; and

5.3.1.2 (whether or not such written assignment shall have been executed) give irrevocable instructions to such persons to make payment of all Other Debts (then owing or to become owing by such persons thereafter) direct to Liquid Link; and

5.3.2 Liquid Link may at any time apply any part of the Client Account in the discharge of any part or the whole of the Obligations.

5.4 Without prejudice to Liquid Link's rights under clause 5.3 the Company shall for the benefit of Liquid Link:

5.4.1 collect in the Other Debts (except any Other Debts assigned to Liquid Link under clause 5.3) in the ordinary course of business (which expressions shall not include factoring or discounting or selling or otherwise disposing of the Other Debts in any other way);

5.4.2 promptly pay into such bank account as Liquid Link shall at any time specify in writing any moneys which the Company may receive in respect of the Other Debts and pending such payment hold such moneys in trust for Liquid Link.

5.5 The Company hereby undertakes in addition to and without prejudice to any other undertaking given elsewhere in this debenture:

5.5.1 at any time if so required by Liquid Link (at the Company's expense including any applicable stamp duty) to execute such documents and do such other things as may be requisite to perfect to Liquid Link title to any of the Property (or to enable Liquid

- Link to exercise any of its rights under this debenture including the execution of a (i) legal mortgage of any of the freehold or leasehold land and buildings included in the Fixed Charge Property and (ii) a standard security of any heritable property included in the Floating Assets;
- 5.5.2 at all times during the continuance of this debenture to keep all such items included in the Property as are tangible in a good state of repair and proper working order;
  - 5.5.3 to keep all items included in the Property fully insured to their replacement value with an insurer approved by Liquid Link against all risks for which insurance cover is usual in a business of the nature of that carried on by the Company and promptly to pay all premiums and other sums payable for this purpose and if so required to produce the receipts for such payments to Liquid Link; and
  - 5.5.4 to hold on trust for Liquid Link all the rights of the Company and any sums received under any such policy of insurance and to keep such sums received separate from the Company's own monies and to pay them to Liquid Link on demand.
- 5.6 In the event that the Company shall fail to pay any insurance premium or other sum for which provision is made in clause 5.5.3 Liquid Link may pay such premium or sum and recover it from the Company. Until such premium or sum is so recovered from the Company by Liquid Link it shall be included in the Obligations.
  - 5.7 At any time when the statutory power of sale or the right to appoint a Receiver is exercisable under the provisions of this debenture, whether or not such power or right shall have been exercised, the benefits of all insurances relating to the Property shall vest in Liquid Link.
  - 5.8 Until the charges contained in this debenture are fully discharged the Company shall not without the prior written consent of Liquid Link exercise any statutory or other power of granting or of agreeing to accept surrenders of leases or tenancies of any or any part of any freehold or leasehold land and buildings charged by clause 3.1.

## **6. INTELLECTUAL PROPERTY**

- 6.1 The parties acknowledge and agree by their execution of this Deed that any Intellectual Property charged by way of this Deed have been created and are governed exclusively by the laws of England and Wales for the purpose of the security created by way of this Deed.
- 6.2 The Company agrees and undertakes to Liquid Link that any Intellectual Property acquired or otherwise owned by the Company after the date of this Deed shall be created in accordance with and governed by the laws of England and Wales.

## **7. OTHER ENCUMBRANCES**

The Company hereby warrants that except as stated in section 4 of the Schedule or as hitherto disclosed to Liquid Link in writing it is the beneficial owner of all items included in the Property and that all such items are free from any Encumbrance and that the Company is able to give a full title guarantee in respect of all of them. The Company shall not without the prior written consent of Liquid Link create or permit to subsist any Encumbrance which affects or may affect the Property or any part of it.

## **8. POWER OF ATTORNEY**

The Company hereby irrevocably appoints Liquid Link and the Directors and the Company Secretary for the time being of Liquid Link and any Receiver appointed by virtue of an appointment pursuant to clause 10 jointly and each of them severally to be the attorney of the Company to execute in the name of the Company such deeds and documents and to do such other things as may be requisite to perfect Liquid Link's title to any of the Property or to enable Liquid Link to exercise any of its rights under this debenture including its rights to

enforce payment of and collect any of the Other Debts or Specified Receivables and to realise any other of the Property and for the purpose of receiving all monies payable under any policy of insurance referred to in clause 5 and for compromising or compounding any claim under it.

## **9. ENFORCEMENT**

9.1 Sections 93 and 103 of the Law of Property Act 1925 and the restriction in section 109(1) of that act shall not apply to this debenture and upon the occurrence of any Event of Default or at any time after it (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) Liquid Link shall be entitled on demand to payment in full of all or any part of the monetary liabilities included in the Obligations and, without prejudice to Liquid Link's rights under the Agreement and any other of its rights under this debenture (whether or not Liquid Link shall have exercised any of those rights) Liquid Link may exercise any of the following rights:

- 9.1.1 all its powers of possession and sale of any of the Fixed Charge Property;
- 9.1.2 to appoint any person to be a Receiver over any of the Fixed Charge Property;
- 9.1.3 to appoint any person to be an Administrator under paragraphs 12 to 16 of Schedule B1 to the Insolvency Act 1986;
- 9.1.4 by notice to the Company to crystallise the floating charge created by clause 3.2 in respect of all the Floating Assets or any item included in them and thereby to terminate the Company's right to deal with such assets or item.

9.2 The Events of Default are as follows:

- 9.2.1 any breach of any of the Company's obligations and undertakings under this debenture;
- 9.2.2 the failure of the Company to pay any monetary liability included in the Obligations when it is due to be paid;
- 9.2.3 the calling by the Company of any meeting of its creditors;
- 9.2.4 the Company becoming unable to pay its debts within the meaning of Section 123 of the Act;
- 9.2.5 the levying or threat of execution or distress or diligence on any of the Property;
- 9.2.6 the appointment or any step taken in respect of the appointment of a Receiver of any part of the Company's income or assets;
- 9.2.7 the serving or threat of a garnishee order nisi or third party order on any Creditor of the Company in relation to any judgment debt owing by the Company;
- 9.2.8 the presentation of a petition for the winding up of the Company or any step taken in respect of the winding up of the Company;
- 9.2.9 in relation to the Company an administration application under paragraph 12 of Schedule B1 or the appointment of an Administrator under paragraph 14 or paragraph 22 of Schedule B1;
- 9.2.10 a proposal for a voluntary arrangement between the Company and its creditors whether pursuant to the Act or otherwise;
- 9.2.11 the cessation of the Company's business or a threat by the Company of such cessation;
- 9.2.12 a resolution of the members of the Company for its winding up;
- 9.2.13 any event which in the opinion of Liquid Link jeopardises any part of the security afforded by this debenture;
- 9.2.14 any event (other than any event mentioned in this clause) which gives Liquid Link the right to give notice for immediate termination of the Agreement in accordance with the terms thereof whether or not Liquid Link shall have exercised any such right.

- 9.3 Without prejudice to the rights of Liquid Link contained in clause 9.1 the floating charge created by clause 3.2 shall crystallise automatically, without the requirement for any notice or other act by Liquid Link, in respect of any item charged by such charge upon which distress or execution is levied or threatened.
- 9.4 In the event that the floating charge created by clause 3.2 shall have crystallised as to part only of the Floating Assets the Company shall be at liberty to deal with the remainder of the Floating Assets in accordance with the provisions of clause 4 without prejudice to the rights of Liquid Link pursuant to clause 9.1 in relation to such remainder of the Floating Assets.
- 9.5 Any provision in this debenture in respect of crystallisation of the floating charge shall not apply to any Property situated in Scotland and the floating charge created by the Company pursuant to clause 3.2 shall in respect of the Property situated in Scotland be converted to a fixed charge only in accordance with Scots law.
- 10. APPOINTMENT, POWERS AND AGENCY OF RECEIVERS AND INDEMNITY**
- 10.1 The power of appointing a Receiver under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of Liquid Link or of any person authorised in writing by any of them. Liquid Link may in like manner remove any such Receiver so appointed and (in the case of the removal or the vacation of office or the death of any such Receiver) appoint another person or persons in the place of such Receiver.
- 10.2 Every Receiver so appointed shall have the power:
- 10.2.1 to take possession of, to enforce payment of and to collect or to realise any of the Property in respect of which he shall have been appointed or any part thereof in such manner and upon such terms as he shall in his absolute discretion decide;
  - 10.2.2 to make any arrangement or compromise as he may consider requisite on behalf of the Company with any other person in respect of any such Property;
  - 10.2.3 without any of the restrictions imposed by the Law of Property Act 1925 to sell and assign any of such Property on such terms and to such persons as he may consider expedient;
  - 10.2.4 to exercise all the powers provided for in the Law of Property Act 1925 as if the Receiver had been duly appointed under such Act;
  - 10.2.5 to appoint solicitors managers and agents for any of the above purposes on such terms and for such periods as the Receiver shall think fit;
  - 10.2.6 for any of the purposes hereby authorised to borrow from any bank or other person on the security of any of such Property on such terms as the Receiver shall consider expedient including (if Liquid Link shall so consent) terms by which such security shall rank in priority to this charge;
  - 10.2.7 to carry out and enforce performance of any contract (or any part of it) giving rise to any Specified Receivable or any Other Debt;
  - 10.2.8 to give effective receipts for all monies and other assets which may come into the Receiver's hands in the exercise of any power hereby conferred upon him which receipts shall exonerate any person paying or handing over such monies or assets from all liability to see to the application thereof or to enquire as to the propriety or regularity of the Receiver's appointment;
  - 10.2.9 to do all such other acts or things which the Receiver may consider to be incidental or conducive to any other purposes authorised hereby and which he may lawfully do as agent for the Company.
- 10.3 If two or more individuals shall hold office as Receiver of the same item included in the Property by virtue of an appointment in accordance with clause 10.1 such individuals shall have the right to exercise all or any of their powers severally as well as jointly.

- 10.4 Every Receiver appointed in accordance with clause 10.1 shall at all times be the agent of the Company and the Company shall alone be responsible for all acts defaults and omissions of such Receiver and for the payment of all his remuneration, costs and expenses. Liquid Link shall be under no liability to any such Receiver for his remuneration, costs, expenses or in any other way whatsoever.
- 10.5 Neither Liquid Link nor any Receiver appointed under this debenture shall be liable to account as mortgagee in possession in respect of all or any of the Property nor shall any of them be liable for loss on realisation or for any neglect or default of any nature in connection with the Property for which a mortgagee in possession may be liable as such.
- 10.6 The Company hereby undertakes to indemnify and hold harmless any Receiver appointed under this debenture against all actions, claims, expenses, costs and liabilities which may at any time and in any way may be incurred by him or by any person, for whose debt or default he may be answerable, in respect of anything done in the exercise or purported exercise of his powers in connection with this debenture.
- 11. APPLICATION OF PROCEEDS BY RECEIVER**
- 11.1 All monies received by any Receiver appointed under this debenture shall be applied (subject to the claims of any creditor having priority to this debenture) for the following purposes in the following order:
- 11.1.1 in payment of all costs charges and expenses of and in relation to his appointment and the exercise of his powers and of any other expenses properly discharged by him;
  - 11.1.2 in payment of his remuneration as agreed between him and the person who appointed him;
  - 11.1.3 in payment of any costs relating to the realisation of any property;
  - 11.1.4 in or on account of the discharge of the Obligations including any interest for which provision is made in this debenture; and
  - 11.1.5 in payment of any surplus to the Company.
- 12. APPOINTMENT, POWERS AND DUTIES OF AN ADMINISTRATOR**
- 12.1 Upon or at any time after the occurrence of any Event of Default (in addition to and without prejudice to the provisions of clauses 9 and 10) Liquid Link may, in accordance with the provisions of paragraphs 12 to 16 inclusive of Schedule B1, appoint any person who is qualified to act as an insolvency practitioner in relation to the Company as Administrator of the Company.
- 12.2 Every Administrator appointed under clause 12.1 shall have the status and all the powers and duties of an administrator for which provision is made in Schedule B1. Liquid Link shall be under no liability to any such Administrator for his remuneration, costs, expenses or in any other way whatsoever.
- 12.3 The functions of every Administrator appointed under clause 12.1, including the distribution of all monies received by him, shall be as provided in paragraphs 59 to 73 inclusive of Schedule B1.
- 12.4 The power of appointing an Administrator under this debenture may be exercised in writing under the hand of any Director or the Company Secretary for the time being of Liquid Link or of any person authorised in writing by any of them. In the case of the vacation of office or the death of any such Administrator Liquid Link may in like manner appoint another person so qualified in the place of such Administrator.
- 13. COSTS, EXPENSES AND INTEREST AND DETERMINATION OF COMPANY'S LIABILITY**
- 13.1 All expenses charges and costs of any nature whatsoever incurred by Liquid Link in connection with the preparation or enforcement of this debenture or in the exercise of any powers or

- right conferred on Liquid Link hereby shall be payable by the Company on a full indemnity basis and any amount so payable shall be included in the Obligations.
- 13.2 If the Company shall fail to pay any monetary liability included in the Obligations when demanded the Company shall pay interest calculated from day to day and compounded and payable monthly at 5% over the base rate of Royal Bank of Scotland plc on all sums demanded from by Liquid Link hereunder from the date of the demand to the date when payment is received by the Company both before and after any judgment, from the date when such liability is due until payment in full.
- 13.3 A written certificate from Liquid Link's company secretary or auditor of the amount of the monetary liabilities included in the Obligations at any time shall be conclusive evidence (save for manifest error) in any proceedings against the Company.
- 14. RECORDS AND DOCUMENTS AND ACCESS TO PREMISES**
- 14.1 The Company shall keep proper books and records of account and shall make true and complete entries in them of all transactions relating to any of the Company's business and the Property.
- 14.2 Any duly authorised official of Liquid Link and any Receiver appointed by Liquid Link and any person authorised by such Receiver shall have the right at any time (except during a moratorium in relation to the Company as provided for in paragraphs 43 or 44 of Schedule B1) to enter upon any premises at which the Company carries on business and upon any other premises in which any part or all of the Property is situated or for the time being kept or stored for any of the following purposes:
- 14.2.1 gaining access to or inspecting or, following any Event of Default, taking possession of any of the Company's accounts books ledgers computer data and other records and documents included in the Fixed Charge Property;
- 14.2.2 taking copies of any of such accounts books ledgers data records and documents at the Company's expense;
- 14.2.3 inspecting and/or, after any Event of Default, taking possession of any of the Fixed Charge Property;
- provided that the exercise of such right before an Event of Default shall be subject to entry being made during the Company's normal business hours and on reasonable notice.
- 14.3 The Company shall supply to Liquid Link, at the Company's expense, any information relating to the Company's business as Liquid Link may require.
- 15. LIQUID LINK'S ADDITIONAL RIGHTS**
- 15.1 The grant by Liquid Link to the Company or to any other person, including any person for whose liability the Company is surety, of any time or indulgence or the making by Liquid Link with the Company or any such person of any arrangement composition or agreement not to sue shall not discharge or in any way affect any of Liquid Link's rights under this debenture.
- 15.2 Liquid Link may abstain from perfecting or enforcing any securities, guarantees or other rights which it may now or at any time have from or against the Company or any other person and may substitute, release, alter or deal with the same in any way without affecting its rights under this debenture.
- 15.3 If Liquid Link receives or is deemed to have received notice of an Encumbrance which affects any of the Property and which is created subsequent to the date of this debenture then Liquid Link may open a new account in the name of the Company. If Liquid Link does not at the time of such notice or deemed notice open a new account then Liquid Link will be treated as having opened a new account at that time. Any payments received by Liquid Link from the Company subsequent to the time of that notice or deemed notice will be credited or treated as having been credited to a new account. Consequently no such payment will operate to reduce any of the Obligations secured by this debenture until such time as Liquid Link is satisfied as to the

- priority of this debenture over such subsequent Encumbrance.
- 15.4 Any discharge given by Liquid Link to the Company in respect of this debenture or of any of the Obligations shall be deemed to be void and of no effect if any security taken from or payment made by the Company or any other person, which had been taken into account by Liquid Link in giving that discharge, is subsequently avoided or reduced by or in pursuance of any provision of law or of any determination of a court or tribunal of competent authority. The paper on which this debenture is written shall remain the property of Liquid Link notwithstanding any such discharge.
16. **COMBINATION OF ACCOUNTS**  
Liquid Link may at any time without notice or other formality combine any two or more accounts held by it in the name of the Company.
17. **NOTICES**  
Any notice or demand required or permitted to be served or made by Liquid Link shall be validly served or made if handed to any officer of the Company or if sent by first class post or delivered to the registered office of the Company or to its address stated in section 1 of the Schedule or its address last known to Liquid Link or to any address at which the Company carries on business or if transmitted by facsimile or e-mail to the facsimile number or e-mail address (as the case may be) of the Company as made known by the Company to Liquid Link at any time. Notices and demands served personally shall take effect upon such service and notices and demands sent by post shall be conclusively deemed to have been received within seventy-two hours of the time of posting and notices and demands transmitted by facsimile or e-mail shall be effective upon transmission.
18. **INTERPRETATION AND GENERAL PROVISIONS**
- 18.1 The security created by this debenture shall be additional to and not in substitution for any other security created or which may hereafter be created in respect of the Obligations and it shall be a continuing security and it shall not be considered to be satisfied in whole or in part by any intermediate payment by the Company.
- 18.2 This deed shall be construed and take effect according to English law and the Company hereby submits to the non-exclusive jurisdiction of the English Courts. If any provision of this debenture shall be held to be invalid or unenforceable no other provision of it shall be affected and all such other provisions shall remain in full force and effect.
- 18.3 If any of the provisions of this debenture conflict with any provisions of the Agreement the provisions of the Agreement will prevail.
- 18.4 Where this deed is handed undated to Liquid Link, it is done so on the basis that it shall not be treated as being delivered until dated by Liquid Link. The Company hereby authorises Liquid Link as agent for the Company to date this Deed at any time after it is handed over. Upon such dating this deed shall be deemed to be delivered.

## THE SCHEDULE

### 1 The Company

CAREPASSION LIMITED a company registered with the number 10973867 of 4200 Waterside Centre Solihull Parkway, Birmingham Business Park, Birmingham, England, B37 7YN.

### 2 The Agreement

The invoice financing agreement made on 12<sup>th</sup> March 2024 between the Company and Liquid Link and any agreement made in variation of, supplemental to or in replacement of such agreement for the factoring or discounting of debts.

### 3 Land and Buildings

### 4 Encumbrances Affecting the Property

IN WITNESS WHEREOF these presents have been duly executed as a Deed by the Company and have been signed on behalf of Liquid Link by an official duly authorised so to do on the day and year stated above:

#### COMPANY

SIGNED and Delivered as a Deed by  
CAREPASSION LIMITED acting by:  
Shun Tafadzwa Murawu, a director

)  
)  
)  
)

[Redacted Signature]

Director

in the presence of:

Witness signature:

[Redacted Signature]

Name: Vimbai Goredema

Witness

Address:

[Redacted Address]

Occupation: Accountant

Signed and delivered as a deed by  
**LIQUID LINK LIMITED**  
acting by CHRIS GILES, a director

Director

10/10/2008

Witness

Witness

Address: [REDACTED]

Occupation: HEAD OF FINANCE