



**Registration of a Charge**

Company Name: **ATLAS HEALTH GROUP LIMITED**

Company Number: **13199413**



XB91KQXD

Received for filing in Electronic Format on the: **26/07/2022**

**Details of Charge**

Date of creation: **22/07/2022**

Charge code: **1319 9413 0005**

Persons entitled: **JAMES ANTHONY AVERY**

Brief description: **1 ORDINARY SHARES OF £1.00 EACH NOMINAL VALUE IN THE SHARE CAPITAL OF BEVAN WILSON LTD (CRN: 08951574) AND ALL RELATED RIGHTS (AS DEFINED WITHIN THE DEED).**

**Contains fixed charge(s).**

**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: **BIRKETTS LLP**



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

Company number: 13199413

Charge code: 1319 9413 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2022 and created by ATLAS HEALTH GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2022 .

Given at Companies House, Cardiff on 27th July 2022

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

22 July

2022

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JAMES ANTHONY AVERY

(1)

ATLAS HEALTH GROUP LIMITED

(2)

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CHARGE OVER SHARES

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**THIS DEED** is made on 22 July 2022.

**BETWEEN**

- (1) **JAMES ANTHONY AVERY** of 5 Hullmead, Shamley Green, Guildford, Surrey, GU5 0UF (the **Seller**);
- (2) **ATLAS HEALTH GROUP LIMITED** incorporated and registered in England and Wales with company number 13199413 whose registered office is at C/O Birketts LLP Kingfisher House, 1 Gilders Way, Norwich, Norfolk, NR3 1UB (the **Buyer**).

**BACKGROUND**

- (A) The Seller has agreed to sell his Share (defined below) to the Buyer on the terms set out in the SPA (defined below).
- (B) The purchase price for the Share consists of an initial payment made by the Buyer to the Seller on completion and the Deferred Consideration (as defined in the SPA) to be paid on the dates and in the manner as more particularly described in the SPA.
- (C) The Buyer has agreed to provide the Seller with security in respect of the Deferred Consideration.
- (D) This security is in addition and without prejudice to any other rights the Seller may have against the Buyer under the SPA.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Terms defined in the SPA shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Company</b>	Bevan Wilson Ltd (CRN: 08951574).
<b>Event of Default</b>	has the meaning given to that expression in clause 8.1.
<b>Financial Collateral</b>	has the meaning given to that expression in the Financial Collateral Regulations.

<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No. 2) Regulations 2003 ( <i>SI 2003/3226</i> ).
<b>Group</b>	in relation to a Company, that Company, any subsidiary or any holding Company from time to time of that Company, and any subsidiary from time to time of a holding Company of that Company. Each Company in a Group is a member of the Group.
<b>LPA 1925</b>	the Law of Property Act 1925.
<b>Receiver</b>	a receiver or receiver and manager appointed by the Seller under clause 10.
<b>Related Rights</b>	any: <ul style="list-style-type: none"><li>(a) dividend, interest or other distribution paid or payable in relation to any Share; and</li><li>(b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.</li></ul>
<b>Secured Assets</b>	all the assets, property and undertaking of the Buyer which are, or are expressed to be, subject to any Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).
<b>Secured Liabilities</b>	all present and future obligations and liabilities of the Buyer to the Seller, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the SPA or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those obligation or liabilities.
<b>Security Financial Collateral Arrangement</b>	has the meaning given to that expression in the Financial Collateral Regulations.
<b>Security</b>	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any

obligation of any person, or any other agreement or arrangement having a similar effect.

**Security Period**

the period starting on the date of this deed and ending on the date on which the Seller is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**Share**

the 1 ordinary share of £1 in the Company which has been issued and fully paid, and which comprises the whole of the issued share capital of the Company.

**SPA**

the share purchase agreement made between the Seller and the Buyer of even date.

**1.2 Interpretation**

The provisions of clause 1.1 of the SPA apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the SPA shall be read as a reference to this deed.

**2. COVENANT TO PAY**

The Buyer shall discharge the Secured Liabilities when they become due.

**3. GRANT OF SECURITY**

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Buyer with full title guarantee charges to the Seller by way of a first fixed charge:

3.1.1 all the Shares owned by it; and

3.1.2 all Related Rights.

**4. REPRESENTATIONS AND WARRANTIES**

4.1 The Buyer makes the representations and warranties set out in this clause 4 to the Seller on the date of this deed.

4.2 The Share is fully paid and are not subject to any option to purchase or similar rights.

4.3 The Share represents the whole of the issued share capital of the Company and no person has any option, warrant or other similar right to subscribe for any Share in the Company.

- 4.4 The Buyer is the sole legal and beneficial owner of the Share.
- 4.5 The Secured Assets are free from any Security other than the Security created by this deed.
- 4.6 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Buyer, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

## 5. COVENANTS

- 5.1 The Buyer shall not do, or permit to be done, any act or thing that would or might materially depreciate, jeopardise or otherwise materially prejudice the security held by the Seller, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.
- 5.2 The Buyer shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them.
- 5.3 The Buyer shall use reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets.
- 5.4 At the request of the Seller, following an Event of Default, the Buyer shall:
  - 5.4.1 deposit with the Seller all Share certificates and other documents of title or evidence of ownership of the Secured Assets;
  - 5.4.2 execute and deliver to the Seller all stock transfer forms relating to the Secured Assets; and
  - 5.4.3 any other documents (in each case duly completed and executed by or on behalf of the Buyer) that the Seller may request to enable them, or any of their nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect their security interest in any of the Secured Assets,so that the Seller may, at any time and without notice to the Buyer, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.
- 5.5 The Buyer shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.



## **6. VOTING RIGHTS AND DIVIDENDS**

### **6.1 Voting rights and dividends - before enforcement**

6.1.1 Before the security constituted by this deed becomes enforceable, the Buyer may exercise all voting and other rights and powers in respect of the Secured Assets provided that it shall not do so in any way that would breach any provision of the SPA or this deed or for any purpose inconsistent with the SPA or this deed; and

6.1.2 Before the security constituted by this deed becomes enforceable, the Buyer may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Secured Assets.

### **6.2 Voting rights and dividends - following an Event of Default**

After the security constituted by this deed has become enforceable, the Seller may at his discretion (in the name of the Buyer and following written notice signed by the Seller to the Buyer):

6.2.1 exercise or refrain from exercising (or direct his nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Buyer shall comply, or procure compliance, with any directions the Seller may give, in his absolute discretion, in respect of the exercise of those voting and other rights and powers;

6.2.2 apply all dividends, interest or other monies paid or payable in respect of the Secured Assets in accordance with clause 12 and, if any such dividends, interest or other monies are received by or on behalf of the Buyer, the Buyer shall hold all such dividends, interest and other monies on trust for the Seller and shall immediately pay them to the Seller or as the Seller may direct;

6.2.3 complete all instruments of transfer held by them in relation to the Secured Assets in favour of themselves or such other person as they may select and have the Secured Assets transferred into their name or the name of their nominee or, as applicable, into an account in their own name or the name of their nominee; and

6.2.4 in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

## 7. POWERS OF THE SELLER

### 7.1 Exercise of rights

7.1.1 The exercise of any rights of the Seller under this deed shall not make the Seller liable to account as mortgagees in possession.

7.1.2 The exercise of any rights of the Seller under this deed must be taken by the Seller acting unanimously.

### 7.2 Seller has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Seller in relation to any of the Secured Assets whether or not they have taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### 7.3 No duties

The Seller shall not, in respect of any of the Secured Assets, have any duty or incur any liability for taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

## 8. WHEN SECURITY BECOMES ENFORCEABLE

### 8.1 Event of Default

8.2 The security created by this deed shall become immediately enforceable if an Event of Default occurs and is continuing, and if capable of remedy is not remedied within 15 Business Days of such Event of Default having been notified to the Buyer or the Seller as appropriate.

8.3 The occurrence of any of the following is an Event of Default:

8.3.1 **Non-payment:** the Buyer fails to pay any amount payable by it under the SPA or this Deed within 5 Business Days of it being due;

8.3.2 **Breach of obligations:** the Buyer fails to perform promptly any of its obligations under this Deed unless in the opinion of the Seller such failure to perform can be remedied and is remedied to the satisfaction of the Seller within 20 days of the Buyer first becoming aware of the failure to so perform;

- 8.3.3 **Misrepresentation:** any representation or warranty contained in this Deed is incorrect or misleading when made or deemed to be made;
- 8.3.4 **Change of control of the Company:** the Buyer, or any member of the Buyer's Group, ceases to be the legal and beneficial owner of the Share;
- 8.3.5 **Unlawfulness, invalidity:**
  - 8.3.5.1 it is or becomes unlawful for the Buyer to perform any of its obligations under this Deed or the SPA;
  - 8.3.5.2 it is or becomes unlawful for the Seller to exercise any of their rights under Deed or the SPA;
  - 8.3.5.3 **this Deed or the SPA** becomes invalid or unenforceable or ceases to be in full force and effect for any other reason;
- 8.3.6 **Transfer of assets:** the Buyer in any way disposes of, or agrees or threatens to dispose of, all or a material part of its assets or of any interest in its assets, save for any transfer made to a member of the Buyer's Group;
- 8.3.7 **Change or suspension of business:** the Company changes or threatens to change the nature or scope of its business, or suspends or threatens to suspend all or a substantial part of its business operations, or commences any business other than that being carried on by it as at the date of this Deed;
- 8.3.8 **Enforcement of security:** any step is taken to enforce any security over the undertaking, property, revenue or assets of the Buyer or the Company;
- 8.3.9 **Composition:**
  - 8.3.9.1 any step is taken by the Buyer or its directors or any creditor with a view to resolving to enter into, convening meetings for the approval of, commencing negotiations in respect of, or making any requisite application to court in respect of any Composition, compromise, assignment, or arrangement (whether under the Insolvency Act 1986, the Companies Act 2006 or otherwise) with any creditor; or
  - 8.3.9.2 any equivalent step is taken in respect of the Company
- 8.3.10 **Insolvency proceedings:** any of the following occur in respect of the Buyer:

- 8.3.10.1 the Buyer or its directors take any steps under the Insolvency Act 1986 and/or the Insolvency (England and Wales) Rules 2016, SI 2016/1024 to wind up the Buyer voluntarily or to apply to the court for a winding-up order;
- 8.3.10.2 a petition is presented to wind up the Buyer;
- 8.3.10.3 a provisional liquidator is appointed to the Buyer or the Buyer goes into liquidation within the meaning of that term under section 247 of the Insolvency Act 1986;
- 8.3.10.4 the Buyer or its directors request or suffer the appointment of a Law of Property Act 1925 Receiver, court appointed Receiver or other Receiver/manager or similar officer over or in relation to the whole of its undertaking, property, revenue or assets or any part thereof, or any person holding security over all or any of its undertaking, property, revenue or assets takes possession of them or any part of them or any distress is executed or levied over all or any of its undertaking, property, revenue or assets;
- 8.3.10.5 any step is taken by the Buyer or its directors to negotiate or obtain a moratorium in respect of any of its liabilities (including a statutory moratorium under the Insolvency Act 1986);
- 8.3.10.6 any steps are taken to appoint an administrator in respect of the Buyer pursuant to the Insolvency Act 1986, Schedule B1 and/or Insolvency (England and Wales) Rules 2016, SI 2016/1024 enters administration; or
- 8.3.10.7 the Buyer is dissolved, or is removed from the Register of Companies, or ceases to exist (whether or not capable of reinstatement or reconstitution) or the directors or agents of the Buyer **apply** for the relevant Company to be struck-off the Register of Companies or cause for the relevant Company to be struck-off the Register of Companies or the Registrar of Companies strikes off, or takes any step towards striking off, the Buyer from the Register of Companies.
- 8.3.11 **Insolvency:** the Buyer is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (ignoring the requirement in that section that any fact or matter 'is proved to the satisfaction of the court') or suspends or threatens to suspend making payments with respect to all or any class of its debts.

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 8.1.

9.1.3 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

### **9.2 Protection of third parties**

No purchaser, mortgagee or other person dealing with the Seller or the Receiver shall be concerned to enquire:

9.2.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

9.2.2 whether any power the Seller or the Receiver is purporting to exercise has become exercisable or is being properly exercised; or

9.2.3 how any money paid to the Seller or the Receiver is to be applied.

### **9.3 Privileges**

Each Receiver and the Seller are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

### **9.4 Exclusion of liability**

Neither the Seller nor the Receiver shall be liable to the Buyer or any other person for any expense, loss or liability:

9.4.1 relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;

9.4.2 relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or

9.4.3 arising in any other way in connection with this deed,

except that this does not exempt the Seller or any Receiver from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Seller or the Receiver.

#### 9.5 **Conclusive discharge to purchasers**

The receipt of the Seller or the Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Seller and the Receiver may do so for any consideration, in any manner and on any terms that it thinks fit.

#### 9.6 **Right of appropriation**

9.6.1 To the extent that:

9.6.1.1 the Secured Assets constitute Financial Collateral; and

9.6.1.2 this deed and the obligations of the Buyer under it constitute a Security Financial Collateral Arrangement,

the Seller shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Seller, in their absolute discretion, may from time to time determine.

9.6.2 The value of any Secured Assets appropriated in accordance with this clause 9.6 shall be determined by way of independent valuation provide by an independent firm of chartered accountants (**Expert**), in accordance with clauses 9.6.2.1 and 9.6.2.2:

9.6.2.1 the parties shall use all reasonable endeavours to reach agreement regarding the identity of the person to be appointed as the Expert and to agree terms of appointment with the Expert. Neither party shall unreasonably withhold its agreement to the terms of appointment proposed by the Expert or the other party.

9.6.2.2 If the parties fail to agree on an Expert and their terms of appointment within 10 Business Days of either party serving details of a proposed Expert on the other, then either party shall be entitled to request that the President for the time being of the Institute of Chartered Accountants in England and

Wales to appoint the Expert and to agree the terms of appointment on behalf of the parties.

**10. RECEIVER**

**10.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of the Buyer, the Seller may, acting unanimously and without further notice, appoint by way of deed, or otherwise in writing, any person to be a Receiver of all or any part of the Secured Assets.

**10.2 Removal**

The Seller may, without further notice, from time to time, by way of deed, or otherwise in writing, remove the Receiver appointed by it.

**10.3 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Seller under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

**10.4 Agent of the Buyer**

A Receiver appointed by the Seller under this deed shall be the agent of the Buyer and the Buyer shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of the Receiver and for liabilities incurred by the Receiver. The agency of the Receiver shall continue until the Buyer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Seller.

**11. POWERS OF RECEIVER**

**11.1 General**

11.1.1 Any Receiver appointed by the Seller under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 11.2 to clause 11.9.

11.1.2 A Receiver has all the rights, powers and discretions conferred on a Receiver (or a Receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative Receiver under the Insolvency Act 1986 whether it is an administrative Receiver or not.

11.1.3 Any exercise by the Receiver of any of the powers given by clause 11 may be on behalf of the Buyer, the directors of the Buyer or itself.

**11.2 Remuneration**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Seller may prescribe or agree with it.

**11.3 Possession**

A Receiver may take immediate possession of, get in and realise any Secured Asset.

**11.4 Dispose of Secured Assets**

A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a Company to purchase the Secured Assets to be sold.

**11.5 Valid receipts**

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

**11.6 Make settlements**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Buyer or relating in any way to any Secured Asset.

**11.7 Legal action**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

**11.8 Absolute beneficial owner**

A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

**11.9 Incidental powers**



A Receiver may do any other acts and things that it:

- 11.9.1 may consider desirable or necessary for realising any of the Secured Assets;
- 11.9.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- 11.9.3 lawfully may or can do as agent for the Buyer.

## **12. APPLICATION OF PROCEEDS**

### **12.1 Order of application of proceeds**

All monies received or recovered by the Seller or the Receiver under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Seller's right to recover any shortfall from the Buyer):

- 12.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Seller and any Receiver under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
- 12.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Seller determines; and
- 12.1.3 in payment of the surplus (if any) to the Buyer or other person entitled to it.

### **12.2 Appropriation**

Neither the Seller nor the Receiver shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **13. COSTS AND INDEMNITY**

- 13.1 Each party shall pay its own costs incurred in connection with the negotiation, preparation, execution and registration of this agreement.
- 13.2 The Buyer must, within 3 Business Days of demand by the Seller, pay to the Seller all costs, losses and liabilities (including legal fees) together with VAT on such amounts

reasonably and properly incurred by or on behalf of the Seller arising at any time as a result of or in connection with:

13.2.1 the occurrence of an Event of Default; or

13.2.2 the preservation and/or enforcement of any of the rights of the Seller under this Deed.

**14. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Deed.

**15. POWER OF ATTORNEY**

15.1 By way of security, the Buyer irrevocably appoints the Seller and the Receiver separately to be the attorney of the Buyer and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

15.1.1 the Buyer is required to execute and do under this deed; or

15.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Seller or the Receiver,

The power of attorney granted under this clause 15 is only exercisable by the Seller following an Event of Default.

15.2 The Buyer ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

**16. RELEASE**

At the end of the Security Period, the Seller shall take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

**17. ASSIGNMENT AND TRANSFER**

17.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party

**18. AMENDMENTS, WAIVERS AND CONSENTS**

- 18.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 18.2 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 18.3 A failure by the Seller to exercise or delay by them in exercising any right or remedy provided under this deed 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 deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Seller shall be effective unless it is in writing.
- 18.4 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

19. **PARTIAL INVALIDITY**

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

20. **COUNTERPARTS**

- 20.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 20.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 20.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

21. **THIRD PARTY RIGHTS**

- 21.1 Except as expressly provided for in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.
- 21.2 Notwithstanding any term of this deed, the consent of any person who is not a party to this deed is not required to rescind or vary this deed at any time.

22. **NOTICES**

- 22.1 All notices or other communications given in connection with this Agreement will be in writing and will be given, and will be deemed received:

- 22.1.1 by first-class post: two Business Days after posting;
- 22.1.2 by hand: on delivery at the relevant address;
- 22.1.3 by email: at the time of transmission.

and if given, or deemed given, at a time or on a date which is not a Business Day, it will be deemed to have been given on the next Business Day.

- 22.2 All notices or other communications given by the Seller in connection with this Agreement will be in writing and signed by the Seller.
- 22.3 Notices will be sent to the Seller and the Buyer at the addresses listed below:

Buyer

Address: Atlas Health Group Limited, Kingfisher House, 1 Gilders Way, Norwich, Norfolk, NR3 1UB

Email address: [john@atlas-health.co.uk](mailto:john@atlas-health.co.uk)

Seller

Address: James Anthony Avery, 5 Hullmead, Shamley Green, Guildford, Surrey, GU5 0UF

Email address: [jamesavery@bevanwilson.co.uk](mailto:jamesavery@bevanwilson.co.uk)

- 22.4 Any party may change the address to which such notices to it are to be delivered by giving not less than five Business Days' written notice to the other party.
- 22.5 **Receipt by Seller**

Any notice or other communication given to the Seller shall be deemed to have been received only on actual receipt.

**22.6 Service of proceedings**

This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**23. GOVERNING LAW AND JURISDICTION**

23.1 This deed 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.

23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **ATLAS HEALTH  
GROUP LIMITED** acting by **JOHN ARTHUR  
HUBERT CORNEY** a director, in the presence  
of:

Witness Signature:

Witness Name: Miss Dilber Oncu

Witness Address: 48 high street wells next the sea nr23 1en

Witness Occupation: Self employed

Executed as a deed by **JAMES ANTHONY  
AVERY** in the presence of:

Witness Signature:

Witness Name: Elizabeth Collins

Witness Address: Fourways, Littleford Lane, Blackheath, GU4 8QY

Witness Occupation: Chartered Accountant