



Registration of a Charge

Company name: **CHAYA LTD**

Company number: **05777559**

Received for Electronic Filing: **05/02/2018**



X6Z4Y4HK

Details of Charge

Date of creation: **31/01/2018**

Charge code: **0577 7559 0002**

Persons entitled: **CAPITA HEALTH HOLDINGS LIMITED**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT 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:

PATRICK DAVIS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5777559

Charge code: 0577 7559 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2018 and created by CHAYA LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2018 .

Given at Companies House, Cardiff on 7th February 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

We certify this document as a true copy of the original
Eversheds Sutherland (International) LLP
Date: *1/02/18*
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Dated: *31 January* 2018

- (1) THE ORIGINAL COMPANIES LISTED IN SCHEDULE 1 OF THIS DEBENTURE
- (2) CAPITA HEALTH HOLDINGS LIMITED
-

Debenture

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This debenture is dated

31st January

2018. It is made between:

- (1) **THE COMPANIES** listed in Schedule 1 of this debenture (the "**Original Companies**"); and
- (2) **CAPITA HEALTH HOLDINGS LIMITED**, a company incorporated in England and Wales with company number 06413394, (the "**Capita**").

1. **INTRODUCTION**

1.1 In this debenture:

- 1.1.1 "**2016 Debenture**" means the debenture dated 19 January 2016 and entered into between, amongst others, (1) Premier Medical and (2) Capita.
- 1.1.2 "**2016 Guarantee**" means the guarantee dated 19 January 2016 and entered into by, amongst others, Premier Medical in favour of Capita.
- 1.1.3 "**2016 SPA**" means the sale and purchase agreement dated 19 January 2016 and entered into between (1) Capita and (2) Premier Medical.
- 1.1.4 "**2016 TSA**" means the transitional services agreement dated 19 January 2016 and entered into between (1) Capita, (2) Premier Medical and (3) Capita Medical Limited (formerly Capita Medical Reporting Limited) (a company registered in England with company number 06413357).
- 1.1.5 "**2017 Debenture**" means the debenture dated 30 June 2017 and entered into between, amongst others, (1) Premier Medical Group Limited (a company registered in England with company number 10126139) and (2) Capita.
- 1.1.6 "**2017 Guarantee Accession**" means the deed of accession to the 2016 Guarantee dated 30 June 2017 and entered into by, amongst others, Premier Medical Group Limited (a company registered in England with company number 10126139) in favour of Capita.
- 1.1.7 "**Capita Group**" means Capita plc and its subsidiary undertakings (within the meaning of section 1162 of the Companies Act 2006) from time to time.
- 1.1.8 "**Charged Property**" means, at any time, all property which is at that time the subject of any security, mortgage or charge created under this debenture.
- 1.1.9 "**Companies**" means the Original Companies and any company which accedes to this debenture under a Deed of Accession (and each a "**Company**").
- 1.1.10 "**Cross Guarantee**" means the guarantee dated on or about the date of this debenture entered into by, amongst others, the Original Companies and Premier Medical in favour of Capita.
- 1.1.11 "**Cross Guarantee Deed of Appointment**" means any appointment deed entered into with respect of the Cross Guarantee.
- 1.1.12 "**Deed of Accession**" means a deed substantially in the form set out in Schedule 2 of this debenture.
- 1.1.13 "**Debts**" means all liabilities and obligations owing or incurred or required to be paid by any of the Obligor to Capita now or in the future, at any time, under or in connection with any of the Finance Documents, whatever the nature or basis of the relevant obligation or liability.
- 1.1.14 "**Delegate**" means any delegate, agent, attorney or co-trustee appointed by Capita.
- 1.1.15 "**Enforcement Events**" are the events and circumstances listed in clause 8.2.

- 1.1.16 **"Existing Finance Documents"** means the 2016 Debenture, the 2016 Guarantee, the 2017 Guarantee Accession, the 2016 SPA, the 2016 TSA and the 2017 Debenture and any accession deeds or appointment deeds in respect of each of the 2016 Debenture, the 2016 Guarantee, and the 2017 Debenture.
- 1.1.17 **"Finance Documents"** means this debenture, the Cross Guarantee, any Cross Guarantee Deed of Appointment, any Deed of Accession, the TSA, the SPA, the Existing Finance Documents and any agreements documenting loans or future loans made available by Capita to the Obligors from time to time and any other agreements designated by Capita and Premier Medical as a **"Finance Document"**.
- 1.1.18 **"Floating Charge Property"** means, at any time, all property which is at that time the subject of the floating charge created under this debenture.
- 1.1.19 **"Guarantors"** has the meaning ascribed to in the Guarantee.
- 1.1.20 **"Land"** means any estate or interest in real property and any related rights.
- 1.1.21 **"Medical Direct"** Medicals Direct Screenings Limited a company incorporated in England and Wales with company number 02706045.
- 1.1.22 **"Obligors"** means the Original Companies and the Guarantors.
- 1.1.23 **"Parties"** means the parties to this debenture.
- 1.1.24 **"Premier Medical"** means Premier Medical Holdings Limited a company incorporated in England and Wales with company number 09941789.
- 1.1.25 **"SPA"** means the sale and purchase agreement dated on or about the date of this debenture between (1) Capita, (2) Medical Direct and (3) Premier Medical.
- 1.1.26 **"TSA"** means the transitional services agreement dated on or about the date of this debenture between (1) Capita, (2) Medical Direct and (3) Premier Medical.

1.2 Construction

Each reference to a **"Company"**, **"Original Company"**, **"Obligor"**, **"Guarantor"** any of or **"Capita"** includes the relevant person's successors-in-title.

- 1.3 Each reference to this debenture (or to any other agreement or deed) means, at any time, this debenture (or, as applicable, such other agreement or deed) as amended, novated, re-stated, substituted or supplemented at that time, provided that the relevant amendment, novation, re-statement, substitution or supplement does not breach any term of this debenture.
- 1.4 The word **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not it has separate legal personality).
- 1.5 The word **"receiver"** means a receiver or a receiver and manager (but not an administrative receiver).
- 1.6 The legislation referred to in this debenture is the Contracts (Rights of Third Parties) Act 1999, the Insolvency Act 1986, the Land Registration Rules 2003, the Law of Property Act 1925, the Law of Property (Miscellaneous Provisions) Act 1994, the Powers of Attorney Act 1971 and the Town and Country Planning Act 1990. Each reference to a provision of any statute or statutory instrument means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this debenture).

- 1.7 Where there is a list of things introduced by the word "**including**" or followed by the phrase "**or otherwise**", the intention is to state examples and not to be exhaustive (and the same applies where other, similar words or phrases are used).
- 1.8 Each heading in this debenture is for convenience only. It does not affect the meaning of the words which follow it.
- 1.9 Wherever this debenture states that a Company must not take a particular step without Capita's consent, Capita has discretion whether to give its consent and can impose conditions on any such consent it gives.
- 1.10 Each receiver, though not party to this debenture, is entitled to exercise the powers and to enforce the rights conferred on it. Any other person who is not party to this debenture has no right under the Contracts (Rights of Third Parties) Act or otherwise to enforce or to enjoy the benefit of any term of this debenture.
- 1.11 It is not necessary for any Company and Capita to seek the consent of any other person before rescinding or varying this debenture (unless a receiver is in office, in which case his consent will be required).
- 1.12 If a Company and Capita execute this debenture in separate counterparts, it will take effect as if they had both executed a single copy. This debenture is intended to be a deed even if either party's execution is not in accordance with the formalities required for the execution of deeds.
- 1.13 **Incorporation of other terms**
- The terms of the other Finance Documents and of any other agreement or document between any of the parties to this debenture are incorporated into this debenture and any Deed of Accession to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. COVENANT TO PAY

Each Company, as primary obligor and not merely as surety, covenants with Capita that it will pay, discharge the Debts on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents.

3. CREATING THE SECURITY

3.1 Mortgages and charges

Each Company creates the following mortgages and charges in favour of Capita in order to secure the payment of the Debts:

- 3.1.1 an equitable mortgage of the Companies' Land;
- 3.1.2 fixed charges of:
- 3.1.2.1 the Companies' plant and machinery (not including any computers or their peripherals or any other office equipment);
 - 3.1.2.2 the Companies' goodwill;
 - 3.1.2.3 the Companies' rights and interest in intellectual property of any kind (including all related property and materials in any medium);
 - 3.1.2.4 the Companies' uncalled share capital;
 - 3.1.2.5 the Companies' rights and interest in shares and other securities; and

3.1.2.6 the Companies' rights and interest in each contract (including contracts of insurance) to which it is party; and

3.1.3 a floating charge of all of each Company's assets and undertaking other than that which is effectively mortgaged or charged under any other provision of this debenture.

3.2 Full title guarantee

is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4. PROVISIONS RELATING TO THE SECURITY

4.1 Present and future property

In each case, the fixed and floating charges created under this debenture apply to both present and future assets of the relevant type of the relevant Company to the extent of its rights, title and interest in, under and to such assets at any time.

4.2 Acquired property

4.2.1 This clause 4.2 applies where a Company intends to acquire property.

4.2.2 The relevant Company must notify Capita of its intention to acquire property and give Capita all the information it requires with regard to the relevant property and the proposed acquisition.

4.2.3 If a Company does acquire the relevant property:

4.2.3.1 It must use its reasonable endeavours to obtain the relevant person's consent to charge (or mortgage) the relevant property (if applicable);

4.2.3.2 It must notify Capita as soon as it has obtained that consent (if applicable); and

4.2.3.3 If, at any time after it has obtained that consent, Capita requests that the relevant Company to create such a charge (or mortgage) over the relevant property, that Company must do so on terms acceptable to Capita (and at its own expense).

4.3 Contracts

In the case of a contract to which it is party, each Company charges to Capita under this debenture all payments received under all contracts to which it is party even if, for any reason, it does not create an effective charge of its rights against the other parties to the contract.

4.4 Independent security and Capita's discretion

4.4.1 The mortgages and charges created under this debenture and the rights of Capita under this debenture are independent of any other security or any other right which Capita has at any time in respect of any Debts.

4.4.2 Capita may decide:

4.4.2.1 whether and, if so, when and how:

(a) to exercise its rights under this debenture; and

- (b) to exercise any other rights it might have in respect of any Debts;
and

- 4.4.2.2 when and how to apply any payments received by it under this debenture or any other payments in respect of any Debts,

and no Company has any right to control or restrict Capita's exercise of this discretion. In particular, no Company may insist that Capita seeks payment from any other person, exercises any other right it might have or takes any other step before exercising its rights under this debenture.

4.5 Continuing security

The mortgages and charges created under this debenture constitute continuing security for the payment and discharge of the Debts. The provisions of this debenture will apply at all times:

- 4.5.1 regardless of the date on which any of the Debts were incurred;
- 4.5.2 notwithstanding any intermediate payment or discharge; and
- 4.5.3 in respect of the full amount of the Debts at the relevant time even if the amount of the Debts had previously been less than that amount or had been nil at any time.

4.6 Further advances

The mortgages and charges created under this debenture together secure any further advances and/or indebtedness made or owed to Capita.

4.7 Crystallisation of floating charge (by notice)

- 4.7.1 Clauses 4.7.2 and 4.7.3 specify cases in which Capita is entitled to crystallise the floating charge created under this debenture (converting it into a fixed charge or a number of fixed charges). Crystallisation will occur when Capita gives notice to this effect to the Companies.
- 4.7.2 The first case is where Capita believes that crystallisation is necessary in order to avoid or mitigate any circumstances which could:
 - 4.7.2.1 mean all or any part of the Floating Charge Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process; or
 - 4.7.2.2 have a material adverse effect on all or any part of the Floating Charge Property; or
 - 4.7.2.3 jeopardise the mortgages and/or charges created under this debenture.
- 4.7.3 The second case is where there is an Enforcement Event other than one which results in automatic crystallisation (see clause 4.8).
- 4.7.4 If, at any time, Capita crystallises the floating charge in relation to just part of the relevant Floating Charge Property, that will not prevent its exercising its powers under this clause 4.7 again.

4.8 Crystallisation of floating charge (automatic)

- 4.8.1 Clauses 4.8.2 to 4.8.4 specify cases in which the floating charge created under this debenture will automatically crystallise (without Capita having to give notice

to the Companies). There are other circumstances in which, by operation of law, a floating charge will crystallise.

- 4.8.2 The first case is where there is an Enforcement Event under clause 8.2.1 or 8.2.2 which is caused by the a Company's failure to comply with any of the following restrictions in relation to Floating Charge Property:

4.8.2.1 clauses 5.2 to 5.5; or

4.8.2.2 clause 5.6.4,

if the Enforcement Event relates to just part of the Floating Charge Property, then crystallisation will affect only that part; the rest of the Floating Charge Property will be unaffected.

- 4.8.3 The second case is where there is an Enforcement Event under clause 8.2.6. The floating charge will crystallise over all of the Floating Charge Property.

- 4.8.4 The third case is where there is an Enforcement Event under clause 8.2.7. If the Enforcement Event relates to just part of the Floating Charge Property, then crystallisation will affect only that part; the rest of the Floating Charge Property will be unaffected.

- 4.8.5 In each case, the floating charge will crystallise as soon as the relevant Enforcement Event occurs.

4.9 Release of security

- 4.9.1 Each Company may give notice to Capita requesting the release of the Charged Property from the mortgages and charges created under this debenture. Capita must do whatever is reasonably necessary to comply with such a request, but only if Capita is satisfied at the time that:

4.9.1.1 all the Debts have been paid and discharged in full;

4.9.1.2 there are no other Debts which have not yet become due to be paid;

4.9.1.3 there is no risk that, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, any payment previously made to Capita in respect of any Debts will be required to be repaid or will be void, set aside or otherwise affected; and

4.9.1.4 Capita is not obliged to enter into any arrangement under which a Company might incur further liabilities to Capita.

- 4.9.2 A release of security under clause 4.9.1 will not be effective until the relevant Company has paid all Capita's costs in connection with the release.

- 4.9.3 If Capita does release any security under clause 4.9.1, that will not mean that Capita has waived any right it might then have, or any remedy it might then be entitled to, in respect of any past breach of this debenture.

- 4.9.4 The mortgages and charges created under this debenture will not be discharged in any way other than in accordance with clause 4.9.1.

- 4.9.5 Clause 4.9.6 applies where:

4.9.5.1 there has been a release of security under clause 4.9.1; and

4.9.5.2 as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason:

- (a) any payment made to Capita in respect of any Debts is required to be repaid; or
 - (b) any such payment is void, is set aside or is otherwise affected.
- 4.9.6 The mortgages and charges created under this debenture continue in effect as if:
 - 4.9.6.1 there had been no such release; and
 - 4.9.6.2 the relevant payment had not been made.
- 4.9.7 Clause 4.9.8 applies if, at any time, Capita might otherwise be obliged to release any security under clause 4.9.1. The "**relevant period**" referred to in clause 4.9.8 is the period within which, under applicable law, there is a risk that any payment made to Capita in respect of the Debts might be declared void, set aside or required to be repaid.
- 4.9.8 Capita may retain the security (or any part of it) and need not release it until one month after the end of the relevant period.

5. PROVISIONS RELATING TO THE COMPANIES AND THE CHARGED PROPERTY

5.1 Representations and warranties

- 5.1.1 Each Company makes the following representations and warranties.
 - 5.1.1.1 It is duly incorporated in England and Wales.
 - 5.1.1.2 It has the power to own its assets and to carry on business as it is being conducted.
 - 5.1.1.3 The obligations expressed to be assumed by it in this debenture are legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary).
 - 5.1.1.4 Entering into this debenture and performing its obligations do not cause a conflict with:
 - (a) any law or regulation applicable to it;
 - (b) its constitutional documents; or
 - (c) any agreement or instrument binding upon it or any of its assets.
 - 5.1.1.5 It has the power and authority to enter into this debenture and to perform its obligations.
 - 5.1.1.6 It is the legal and beneficial owner of all the Charged Property (except in relation to any shares or other securities held on its behalf by a nominee, in which case it is the beneficial owner of those shares or other securities).
 - 5.1.1.7 The Charged Property is subject to no security or other interest, except any which has been created or is permitted under this debenture.
 - 5.1.1.8 There are no covenants, conditions, restrictions or other things affecting any part of the Charged Property which could reduce its value or otherwise have a material adverse effect on it or jeopardise Capita's position, except:

- (a) any which has been notified to Capita as required by clause 4.2; and
 - (b) any which has been created or is permitted under this debenture.
- 5.1.1.9 There is no breach of any law, regulation, covenant or condition and there are no disputes or other events or circumstances outstanding, any of which could:
- (a) jeopardise the mortgages and charges created by this debenture; or
 - (b) mean all or any part of the Charged Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- 5.1.2 These representations and warranties are deemed to be repeated every day. The relevant Company must notify Capita immediately if any of them is not true or if it appears likely that any of them will be untrue in future.

5.2 Prohibition on disposal of property

- 5.2.1 Each Company must not dispose of all or any part of the Charged Property or create any right or interest in relation to it (or attempt to do any of those things), whether by way of sale, lease, licence or otherwise. However, there are the following exceptions to this prohibition.
- 5.2.1.1 There is an exception where such a disposal or the creation of such a right or interest is required or permitted by this debenture.
 - 5.2.1.2 There is an exception where Capita gives its prior consent.
 - 5.2.1.3 There are exceptions in the following circumstances for property which is Floating Charge Property at the time of the disposal:
 - (a) where a disposal is made in the ordinary course of the Companies' day-to-day business and on normal commercial terms; and
 - (b) where property is disposed of because it is broken or no longer required (whether or not it is replaced).

The first of these exceptions does not permit factoring or any other disposal of a Company's book debts.
- 5.2.2 The prohibition in clause 5.2.1 over-rides section 99 of the Law of Property Act, which contains provisions about the making of leases by mortgagors.

5.3 Prohibition on creation of further security interests

Apart from the mortgages and charges created under this debenture, each Company must not create any security or similar interest in respect of the Charged Property (or attempt to do so) and it must not permit any such interest to exist. However, there are the following exceptions to this prohibition.

- 5.3.1 There is an exception where such an interest is required or permitted by this debenture.
- 5.3.2 There is an exception where Capita gives its prior consent.
- 5.3.3 There is an exception where such an interest arises in the ordinary course of the Companies' business, either by operation of law or by virtue of a retention-of-

title clause, and is subsequently discharged in the ordinary course of the Companies' business.

5.4 Prohibition on cancellation of rights

5.4.1 Each Company must not cancel, waive or vary its rights (or allow them to lapse) in respect of all or any part of the Charged Property and it must not permit any other person to do so. However, there are the following exceptions to this prohibition,

5.4.1.1 There is an exception where such action is required or permitted by this debenture.

5.4.1.2 There is an exception where Capita gives its prior consent.

5.4.1.3 There is an exception for property which is Floating Charge Property, where the relevant event occurs in the ordinary course of the Companies' day-to-day business.

5.4.2 The prohibition in clause 5.4.1 over-rides section 100 of the Law of Property Act 1925, which contains provisions about mortgagors' acceptance of the surrender of leases.

5.5 General prohibition

5.5.1 As well as complying with the specific prohibitions and restrictions in other clauses, each Company must not do anything that could:

5.5.1.1 mean all or any part of the Charged Property is in danger of being seized or sold under any form of distress, attachment, execution or other legal process; or

5.5.1.2 have a material adverse effect on all or any part of the Charged Property without Capita's prior written consent which must not be unreasonably withheld or delayed; or

5.5.1.3 jeopardise the mortgages and/or charges created under this debenture,

and it must not permit any other person to do so.

5.5.2 However, there are the following exceptions to the prohibition in clause 5.5.1.

5.5.2.1 There is an exception where the action is required or permitted by this debenture.

5.5.2.2 There is an exception where Capita gives its prior consent.

5.6 Dealing with bank accounts and receivables

5.6.1 In this clause 5.6, the word "**receivables**" is used to refer to the each Company's book debts and other debts due to it (other than in respect of credit balances on bank accounts) and its rights and interest in guarantees and other security relating to those debts.

5.6.2 Unless clause 5.6.3 applies, each Company:

5.6.2.1 may operate its bank accounts in the ordinary course of its day-to-day business;

5.6.2.2 must realise and (if applicable) enforce payment in respect of its receivables in the ordinary course of its day-to-day business; and

5.6.2.3 may apply the proceeds of its receivables in the ordinary course of its day-to-day business.

5.6.3 This clause 5.6.3 applies if the floating charge is crystallised in respect of the Companies' bank accounts or their receivables (clauses 4.7 and 4.8 deal with crystallisation). With effect from the date of crystallisation, each Company:

5.6.3.1 must realise and (if applicable) enforce payment in respect of its receivables only as agent of Capita;

5.6.3.2 must credit all money received by it in respect of its receivables to a bank account specified by Capita for this purpose (or arrange for debtors to make payment directly to such account); and

5.6.3.3 must not debit any money to that or any other bank account (except with Capita's prior written consent).

5.6.4 Both before and after crystallisation, each Company must not deal with the receivables (or attempt to do so) in any way other than as provided by this clause 5.6.

5.7 Shares and securities – voting and payments

5.7.1 Until an Enforcement Event occurs, subject to the terms of the other Finance Documents, each Company may exercise the voting rights and other rights in respect of the shares and other securities charged under this debenture. It must not do so in a way which could:

5.7.1.1 jeopardise the mortgages and charges created by this debenture; or

5.7.1.2 mean all or any part of the share or securities are in danger of being seized or sold under any form of distress, attachment, execution or other legal process.

5.7.2 Until an Enforcement Event occurs, each Company is entitled to receive payments made in respect of the shares and other securities charged under this debenture.

5.7.3 Once an Enforcement Event occurs, only Capita will have these rights.

5.8 Maintaining the Charged Property

5.8.1 Each Company must keep all its buildings, fixtures, plant and machinery and all its computers and peripherals and other office equipment in a good state of repair and condition.

5.8.2 Unless Capita gives its consent, each Company must not demolish any of its buildings or make any alterations to them or do anything constituting a development for the purposes of section 55 of the Town and Country Planning Act.

5.8.3 Each Company must do whatever is necessary to preserve, maintain and renew its rights and interest in intellectual property.

5.8.4 If any Company fails to comply with this clause 5.8, Capita or any receiver may arrange for the appropriate measures to be taken to put right the relevant Company's failure.

5.9 Insuring

- 5.9.1 At all times, each Company must insure against all those risks in respect of which a prudent company carrying on a business similar to that Company would normally maintain insurance. In each case, the following conditions must be met:
 - 5.9.1.1 The insurer must be acceptable to Capita.
 - 5.9.1.2 The terms of the insurance must be acceptable to Capita.
 - 5.9.1.3 At all times there must be a level of cover which is at least equal to the full replacement or reinstatement value of the relevant property plus adequate provision to cover associated costs and losses (and to cover any other amounts required by Capita to be covered).
 - 5.9.1.4 The policy must be in the joint names of the relevant Company and Capita, unless Capita consents to simply having its interest noted on the policy.
- 5.9.2 Each Company must pay all insurance premiums promptly.
- 5.9.3 Each Company must provide Capita, on request, with a copy of each of the Company's insurance policies and evidence that the premiums have been paid.
- 5.9.4 Following an Enforcement Event each Company must hold on trust for Capita all money received by virtue of any insurance policies. Each Company must apply that money in accordance with Capita's instructions (either in making good the relevant loss or damage or in full or partial payment of the Debts). This clause 5.9.4 does not apply prior to an Enforcement Event and/or where the money paid under a policy is paid in respect of a liability owed to another person.
- 5.9.5 This clause 5.9.5 applies where a Company is the tenant of leasehold Land and the lease requires the landlord (and not any Company) to insure that Land. For so long as the landlord complies with its insuring obligations under the lease, a Company will be deemed to have complied with its obligations in relation to that Land under clause 5.9.1.
- 5.9.6 If any Company fails to comply with this clause 5.9, Capita (or any receiver) may arrange appropriate insurance on such terms as it (or he) thinks fit.
- 5.9.7 Sections 108 and 109(7) of the Law of Property Act 1925 specify restrictions in relation to the powers of mortgagees and receivers to effect insurance. Those restrictions do not apply.

5.10 Other requirements

- 5.10.1 Each Company must comply with all statutory, contractual and other conditions and requirements affecting it or the Charged Property. If there are non-binding codes of practice or guidance notes (or similar things) or industry practices affecting those engaged in the same type of business as the Companies and which are generally accepted and applied, then the Companies must also comply with those.
- 5.10.2 If a Company fails to comply with this clause 5.10, Capita or any receiver may arrange for the appropriate measures to be taken to put right the relevant Company's failure.

6. PROTECTING CAPITA'S POSITION

6.1 Power of attorney and delegation

- 6.1.1 Each Company appoints Capita as its attorney to do whatever that Company is (or may be) required to do under this debenture. Capita, in its capacity as attorney, may act independently of each other attorney appointed by the Companies and need not act jointly with them. Each Company must ratify any action taken by Capita in its capacity as attorney.
- 6.1.2 The power of attorney in clause 6.1 is irrevocable and given by way of security. Therefore, the Powers of Attorney Act 1971 applies. This means that the Companies cannot revoke the power of attorney without Capita's consent and that it will not be revoked by any Company's winding-up or dissolution.
- 6.1.3 Capita may delegate to any other person the exercise of its rights and powers in connection with this debenture, including its rights and powers as the Companies' attorney.

6.2 Indemnity

- 6.2.1 Each Company jointly or severally shall promptly indemnify Capita and every Delegate against any cost, loss or liability incurred by any of them as a result of:
 - 6.2.1.1 following an Enforcement Event instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this debenture;
 - 6.2.1.2 the taking, holding, protection or enforcement of this debenture;
 - 6.2.1.3 following an Enforcement Event the exercise of any of the rights, powers, discretions, authorities and remedies vested in Capita and each Delegate by the Finance Documents or by law;
 - 6.2.1.4 any default by any Company in the performance of any of the obligations expressed to be assumed by it in the Finance Documents; or
 - 6.2.1.5 following an Enforcement Event acting as Capita or Delegate under the Finance Documents or which otherwise relates to any of the Charged Property (otherwise, in each case, than by reason of the relevant Delegate's gross negligence or wilful misconduct).

6.3 Accounts, combination and set-off etc

- 6.3.1 This clause 6.3.1 applies if, at any time, Capita becomes aware of the creation in favour of a third party of any security interest affecting the Charged Property or if the mortgages and charges created under this debenture cease to constitute continuing security (see clause 4.5) for any reason. Capita may open in its books a new account for any Company. Even if it does not open a new account, then all payments by the Companies to Capita after that time will be treated as being credited to such a new account (and not as being paid in reduction of the Debts due at the relevant time).
- 6.3.2 Capita may, at any time, credit to a suspense account any money received by it under this debenture pending its application towards paying the Debts.
- 6.3.3 Capita may, at any time, set off any liability owed by Capita to the Companies against any amount due in respect of the Debts. If any amount is in a different currency from the amount against which it is to be set off, Capita may convert either amount (or both):

- 6.3.3.1 at any time it thinks appropriate; and
- 6.3.3.2 using the middle exchange rate on the London foreign exchange market as at close of business on the relevant day.

6.4 Delivery of documents

- 6.4.1 Each Company must deposit with Capita, if and when Capita gives notice requiring it to do so, all documents of title, certificates, evidence of ownership, policy documents and other materials comprising or relating to the Charged Property (or such of them as Capita requires). This requirement applies to the delivery or transfer of information which exists in electronic form as well as to the deposit of paper documents. Capita is entitled to retain all such documents, materials and information until the mortgages and charges created under this debenture are released. Section 96 of the Law of Property Act 1925 gives a mortgagor certain rights to inspect and copy documents of title held by a mortgagee.
- 6.4.2 In respect of all certificated shares forming part of the Charged Property, each Company must deliver to Capita appropriate, un-dated instruments of transfer executed by the relevant Company.

6.5 Land Registry applications

- 6.5.1 Each Company must apply to the Land Registry for the entry of a restriction in relation to Land acquired by it in the future which is (or is required to be) registered at the Land Registry.
- 6.5.2 If clause 6.5.1 is applicable, the relevant Company must:
 - 6.5.2.1 submit the relevant application no later than the date of submission of the application for registration of the mortgage of the relevant Land; and
 - 6.5.2.2 pay the expenses incurred in connection with the application.
- 6.5.3 Capita, in its discretion, may make the application referred to in clause 6.5.1 in place of the relevant Company. In such a case, the relevant Company:
 - 6.5.3.1 consents to the entry of the relevant restriction; and
 - 6.5.3.2 must pay the expenses incurred in connection with the application.

6.6 Other obligations of the Companies

- 6.6.1 Each Company (at its own expense) must do whatever Capita or any receiver requests:
 - 6.6.1.1 to render effective and valid any mortgage, charge, right or power intended to be created under this debenture but which is or may be ineffective or invalid;
 - 6.6.1.2 to perfect, protect or improve the mortgages and charges created under this debenture or to facilitate their enforcement or realisation;
 - 6.6.1.3 to protect or improve Capita's position under this debenture; or
 - 6.6.1.4 in connection with Capita's (or any receiver's) exercise of any of its (or his) rights or powers under this debenture.

- 6.6.2 Each Company must promptly notify Capita if it acquires any Land or any other significant asset (unless it has already notified Capita about it in accordance with clause 4.2).
- 6.6.3 This clause 6.6.3 applies where a Company acquires leasehold Land. The relevant Company must use its endeavours to ensure that the landlord agrees:
 - 6.6.3.1 to notify Capita if any rights of forfeiture under the lease become exercisable because of a breach of its terms by the relevant Company; and
 - 6.6.3.2 not to exercise its rights of forfeiture until Capita has had an opportunity to remedy the relevant Company's breach.
- 6.6.4 Each Company must permit any authorised representatives of Capita at all reasonable times to enter upon any part of the relevant Company's Land to carry out any inspection (including an inspection of books of account and other books and documents), survey or valuation or to ascertain whether there has been any breach of this debenture. Capita or its representatives must give the relevant Company not less than two business days' notice, unless Capita believes that it is necessary to enter sooner than that.
- 6.6.5 Each Company must promptly notify Capita about each notice, demand, order or other communication received by the relevant Company in relation to itself, its business or any part of the Charged Property, unless it is immaterial as regards the mortgages and charges created under this debenture and as regards Capita's priority position under this debenture.

6.7 Capita's calculations

Capita's calculation of the amount payable by any Company under this debenture at any time will be conclusive (unless it has made an obvious mistake).

7. PROVISIONS RELATING TO PAYMENTS

7.1 Default interest

If any Company fails to pay on its due date any amount payable by it under this debenture, it must pay interest on that amount. Interest will be payable from the due date until the date of payment of the relevant amount (even if payment is made only after a judgement has been obtained). At any time, the interest rate applicable to late payments will be two per cent higher than the base rate at that time of any UK clearing bank selected for this purpose by Capita.

7.2 No withholding or set-off

- 7.2.1 Each Company must not make any withholding on account of tax from any payment due to Capita or any receiver under this debenture, unless it is required by law to do so. If it is required by law to do so, it must increase the amount of the relevant payment so that, after the withholding, the payee receives the appropriate amount. It must notify Capita if these circumstances arise.
- 7.2.2 Each Company must not exercise any right of set-off or counterclaim it might have in respect of any payment due to Capita or to any receiver under this debenture.

8. PROVISIONS RELATING TO ENFORCEMENT

8.1 When the security is enforceable

- 8.1.1 For the purposes of all rights and powers implied by statute, the Debts are deemed to have become due and payable on the date of this debenture.

- 8.1.2 The mortgages and charges created under this debenture will become enforceable at any time once an Enforcement Event has occurred (clause 8.2 lists the Enforcement Events). Capita may then enforce all or any part of those mortgages and charges in whatever manner it thinks appropriate.
- 8.1.3 Section 101 of the Law of Property Act confers various powers on a mortgagee in relation to mortgaged property (including a power to sell it). For the purposes of this debenture, the following provisions will not apply:
 - 8.1.3.1 the conditions specified in section 101 of the Law of Property Act 1925 as to when such powers arise;
 - 8.1.3.2 the additional conditions specified in section 103 of the Law of Property Act 1925 which must be satisfied before the statutory power of sale can be exercised; and
 - 8.1.3.3 the condition specified in section 109(1) of the Law of Property Act 1925 as to when a receiver may be appointed.

8.2 Enforcement Events

Each of the following events or circumstances is an Enforcement Event.

- 8.2.1 There is an Enforcement Event if a Company fails to do something that it is required to do under this debenture. In this case, the Enforcement Event occurs when the thing is required to be done. There is no Enforcement Event under this clause 8.2.1 if:
 - 8.2.1.1 a Company fails to pay any Debts when they are due;
 - 8.2.1.2 Capita believes that a Company's failure to pay is caused solely by administrative or technical error; and
 - 8.2.1.3 payment is made within three business days of the due date.
- 8.2.2 There is an Enforcement Event if a Company takes any step in connection with anything which is prohibited under this debenture (or permits any other person to take such a step). In this case, the Enforcement Event occurs when the first step is taken.
- 8.2.3 There is an Enforcement Event if any representation or statement made (or deemed to be made) by a Company under this debenture is incorrect or misleading in any respect when made (or deemed to be made). In this case, the Enforcement Event occurs when the representation or statement is made (or deemed to be made).
- 8.2.4 In this clause 8.2.4, the phrase "**finance debts**" means liabilities incurred by a Company in connection with the financing of its business (but not debts owed to trade creditors which are incurred in the day-to-day operation of the Companies' business).
 - 8.2.4.1 There is an Enforcement Event if any finance debt is not paid when due (or within any originally applicable grace period, if there is one). In this case, the Enforcement Event occurs on the payment's due date (or when the grace period expires).
 - 8.2.4.2 There is an Enforcement Event if any finance debt is declared to be (or otherwise becomes) due and payable before its specified maturity as a result of an event of default. In this case, the Enforcement Event occurs when the finance debt is declared to be (or otherwise becomes) due and payable.

- 8.2.4.3 There is an Enforcement Event if any creditor of a Company cancels or suspends a commitment in respect of any finance debt as a result of an event of default. In this case, the Enforcement Event occurs when the commitment is cancelled or suspended.
- 8.2.4.4 There is an Enforcement Event if any creditor of a Company becomes entitled to declare any finance debt due and payable before its specified maturity as a result of an event of default. In this case, the Enforcement Event occurs when the creditor becomes entitled to do that.
- 8.2.5 There is an Enforcement Event if:
- 8.2.5.1 a Company is unable (or admits that it is unable) to pay its debts as they fall due; or
- 8.2.5.2 the value of the assets of a Company is less than its liabilities (taking into account contingent and prospective liabilities).
- In this case, the Enforcement Event occurs when the relevant circumstances first exist.
- 8.2.6 There is an Enforcement Event if any person takes any step in connection with any of the following:
- 8.2.6.1 a suspension of payments by a Company, a moratorium of any indebtedness of any Company or a re-scheduling of any of the Companies' debts;
- 8.2.6.2 a composition, assignment or arrangement with any creditor of any Company;
- 8.2.6.3 a reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Company;
- 8.2.6.4 the appointment of a liquidator, receiver, administrative receiver, administrator or other similar officer in respect of any Company or any of its assets;
- 8.2.6.5 the dissolution of any Company; or
- 8.2.6.6 enforcement of any security over any assets of any Company.
- In this case, the Enforcement Event occurs when the first step is taken.
- 8.2.7 There is an Enforcement Event if any person takes any step in connection with expropriation, attachment, sequestration, distress or execution affecting any asset of any Company.
- In this case, the Enforcement Event occurs when the first step is taken.
- 8.2.8 There is an Enforcement Event if it is unlawful for any Company to perform any of its obligations under this debenture or any other obligations owed to Capita. In this case, the Enforcement Event occurs when these circumstances first exist.
- 8.2.9 There is an Enforcement Event if any Company repudiates this debenture or Capita believes that it intends to do so. In this case, the Enforcement Event occurs when these circumstances first exist.
- 8.2.10 There is an Enforcement Event if any Company requests Capita to appoint an administrator of any Company or to appoint a receiver in respect of any

Company or the Charged Property. In this case, the Enforcement Event occurs when Capita receives the request.

8.3 Appointment of administrator

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created under this debenture. This means that, at any time after an Enforcement Event has occurred, Capita may appoint an administrator of any Company under the Insolvency Act 1986.

8.4 Appointment of receiver

At any time after an Enforcement Event has occurred Capita may:

- 8.4.1 appoint any number of receivers in respect of the Charged Property;
- 8.4.2 appoint alternative or additional receivers in respect of the Charged Property; and
- 8.4.3 remove from office any receiver.

8.5 General provisions relating to receivers

- 8.5.1 Only Capita may fix the terms of each receiver's appointment. Section 109(6) of the Law of Property Act restricts the amount of a receiver's remuneration but that section does not apply to this debenture.
- 8.5.2 If, at any time, there are two or more receivers in office, each individually may exercise all the powers conferred on a receiver under this debenture (unless Capita specifies that they must act jointly).
- 8.5.3 Each receiver will be the Companies' agent. Each Company must pay to each receiver his remuneration. Only the Companies will be responsible for each receiver's acts and defaults.
- 8.5.4 Each Company must indemnify each receiver on demand in respect of all expenses, losses and liabilities incurred by him in connection with this debenture.
- 8.5.5 Each Company appoints each receiver as its attorney to do whatever that Company is (or may be) required to do under this debenture. Each receiver, in his capacity as attorney, may act independently of each other attorney appointed by the Companies and need not act jointly with them. Each Company must ratify any action taken by a receiver in his capacity as an attorney.
- 8.5.6 The power of attorney in clause 8.5.5 is irrevocable and given by way of security. Therefore, the Powers of Attorney Act 1971 applies. This means that a Company cannot revoke the power of attorney without the receiver's consent and that it will not be revoked by a Company's winding-up or dissolution.
- 8.5.7 Each receiver may delegate to any other person the exercise of his rights and powers in connection with this debenture, including his rights and powers as the Companies' attorney.

8.6 Powers of receivers

In connection with the enforcement of the mortgages and charges created under this debenture, each receiver may do whatever he considers appropriate in relation to any Company and its business and the Charged Property. In this respect, each receiver has all the powers conferred on receivers by the Law of Property Act 1925 (even if he is not appointed under the Law of Property Act) and all the powers conferred on administrative receivers by the Insolvency Act 1986 (even though he is not an administrative receiver).

8.7 Application of money

- 8.7.1 Subject to section 176A of the Insolvency Act 1986 (which, in certain circumstances, requires part of a company's property to be made available for satisfaction of unsecured debts), all proceeds of enforcement of the mortgages and charges created under this debenture must be applied in or towards discharging the following liabilities in the order listed:
- 8.7.1.1 claims ranking in priority with regard to the Charged Property;
 - 8.7.1.2 the expenses, losses and liabilities incurred by each receiver in connection with this debenture;
 - 8.7.1.3 each receiver's remuneration;
 - 8.7.1.4 the Debts (in whatever order Capita wishes); and
 - 8.7.1.5 claims of any person entitled to the surplus.
- 8.7.2 Sections 105, 107(2) and 109(8) of the Law of Property Act 1925 provide for the application of proceeds of enforcement of security in certain circumstances but those sections do not apply to this debenture.
- 8.7.3 Any distribution by an administrator appointed by Capita under clause 8.3 will be made in accordance with the requirements of the Insolvency Act 1986.

8.8 Miscellaneous provisions relating to enforcement

- 8.8.1 Any right or power exercisable by a receiver appointed for the purposes of this debenture may be exercised by Capita at any time after an Enforcement Event has occurred, whether or not it has appointed a receiver.
- 8.8.2 Sections 99 and 100 of the Law of Property Act 1925 contain provisions as to the grant and surrender of leases. To the extent that those sections would otherwise restrict Capita's (or any receiver's) exercise of its (or his) powers or rights in respect of the Charged Property, they do not apply.
- 8.8.3 After an Enforcement Event has occurred, Capita or any receiver may sever any fixture from the property to which it is attached and dispose of it separately.
- 8.8.4 If Capita (or any receiver) enters into possession of any part of the Charged Property, it (or he) will not be liable to account as mortgagee in possession.
- 8.8.5 Capita and each receiver will not be liable to each other (except as may be agreed between them), to the Companies or to any other person for:
- 8.8.5.1 any expense, loss or liability relating to the enforcement of any mortgages or charges created under this debenture or to the realisation of any Charged Property; or
 - 8.8.5.2 any expense, loss or liability arising in any other way in connection with this debenture.
- However, this exclusion of liability does not apply if the expense, loss or liability arises from the gross negligence, fraud or wilful misconduct of Capita or (as applicable) the relevant receiver.
- 8.8.6 Any person dealing with Capita or any receiver (or the agents or delegates of any of them) may assume that:
- 8.8.6.1 the Debts have become payable;

- 8.8.6.2 a valid demand has been served upon any Company;
- 8.8.6.3 an Enforcement Event has occurred;
- 8.8.6.4 any power being exercised has arisen and become exercisable and is being properly exercised; and
- 8.8.6.5 any money received by Capita or any receiver will be applied in accordance with law and with the terms of this debenture.

9. PROVISIONS RELATING TO THIS DEBENTURE

9.1 Communications

- 9.1.1 Clauses 9.1.2 to 9.1.8 apply to the giving of notice, the giving of consent, the giving of directions, the making of demands and the making of notifications under this debenture. Each other type of communication in relation to this debenture may be made orally or in any other way.
- 9.1.2 Each communication will be effective only if:
 - 9.1.2.1 made by letter or fax; and
 - 9.1.2.2 delivered to the address or fax number specified in clause 9.1.6 or, in the case of a receiver, to the address or fax number notified under clause 9.1.8 (or, if the relevant party has notified a change of details under clause 9.1.8, to the new address or fax number).
- 9.1.3 Each communication made by letter will be effective only if:
 - 9.1.3.1 delivered by hand;
 - 9.1.3.2 sent by first class post (if the address is in the UK); or
 - 9.1.3.3 sent by airmail (if the address is elsewhere).
- 9.1.4 Each communication by a Party will become effective as stated:
 - 9.1.4.1 a hand-delivered letter will be effective as soon as it is delivered (or, if it is delivered after 5pm or on a day that is not a business day, it will be effective at 9am on the next business day);
 - 9.1.4.2 a letter sent by post to an address in the UK will be effective at 9am on the second business day after it is posted;
 - 9.1.4.3 a letter sent by post to an address elsewhere will be effective at 9am on the tenth business day after it is posted; and
 - 9.1.4.4 a fax will be effective one hour after the sending fax machine (or other system) generates a confirmation that the communication has been sent in full (or, if this occurs after 5pm or on a day that is not a business day, it will be effective at 9am on the next business day).
- 9.1.5 In clause 9.1.4:
 - 9.1.5.1 references to times are to times in the place of delivery of the communication; and
 - 9.1.5.2 a "**business day**" is a day (other than a Saturday or a Sunday) on which banks are open for general business in the place of delivery.

9.1.6 The Parties' contact details are as follows:

Companies

Address: 4th Floor, Park Gate 161-163 Preston Road, Brighton, East Sussex, United Kingdom, BN1 6AF

For the attention of: the Directors

Capita

Address: 17 Rochester Row, London, SW1P 1QT

For the attention of: Group Acquisitions Director/Andrew Taylor

With a copy to Company Secretary/Francesca Todd at 17 Rochester Row, London, SW1P 1QT.

9.1.7 Each receiver must notify the Parties and each other receiver of his contact details for the purposes of this clause 9.1 within five days of his appointment.

9.1.8 If a person's contact details change, it (or he) must notify the other (or others) within five days.

9.2 Waiver of defences

The obligations of each Company under this debenture and the security created under this debenture will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this debenture or the security created under this debenture (without limitation and whether or not known to it or the Lender) including:

9.2.1 any time, waiver or consent granted to, or composition with, any Company, Obligor or other person;

9.2.2 the release of any other Company or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

9.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Company, Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

9.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Company, Obligor or any other person;

9.2.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

9.2.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

9.2.7 any insolvency or similar proceedings.

9.3 Company Intent

Without prejudice to the generality of Clause 9.2 (*Waiver of defences*), each Company expressly confirms that it intends that the security created under this debenture shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

9.4 Immediate recourse

Each Company waives any right it may have of first requiring Capita (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Company under this debenture. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

9.5 Appropriations

Until all amounts which may be or become payable by the Obligors or the Companies under or in connection with the Finance Documents have been irrevocably paid in full, Capita (or any trustee or agent on its behalf) may:

- 9.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by Capita (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Company shall be entitled to the benefit of the same; and
- 9.5.2 hold in an interest-bearing suspense account any moneys received from any Company or on account of any Company's liability under this debenture.

9.6 Deferral of Companies' rights

Until all amounts which may be or become payable by the Obligors or the Companies under or in connection with the Finance Documents have been irrevocably paid in full and unless Capita otherwise directs, no Company may exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents:

- 9.6.1 to be indemnified by a Company or any Obligor;
- 9.6.2 to claim any contribution from any other Company or any Obligor's obligations under the Finance Documents;
- 9.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of Capita under the Finance Documents or of any other guarantee or security taken by Capita pursuant to, or in connection with, the Finance Documents;
- 9.6.4 to bring legal or other proceedings for an order requiring any Obligor or any Company to make any payment, or perform any obligation, in respect of which the Obligor or the Company has given a guarantee, undertaking or indemnity;
- 9.6.5 to exercise any right of set-off against any Obligor or Company; and/or
- 9.6.6 to claim or prove as a creditor of any Obligor or Company in competition with Capita.

9.7 If any Company receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to Capita by the Companies under or in connection with the Finance Documents to be repaid in full on trust for Capita and shall promptly pay or transfer the same to Capita or as the or as the Lender may direct for application in accordance with Clause 8.7 (*application of money*).

9.8 **Partial invalidity**

If any provision of this debenture is illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect:

9.8.1 the legality, validity or enforceability of the other provisions of this debenture;
or

9.8.2 the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

9.9 **Rights and remedies**

9.9.1 If Capita (or a receiver) fails to exercise any right or remedy under this debenture or delays its exercise of any right or remedy, this does not mean that it (or he) waives that right or remedy.

9.9.2 If Capita (or a receiver) exercises a right or remedy once, this does not mean that it (or he) cannot do so again.

9.9.3 If Capita (or a receiver) partly exercises a right or remedy, this does not mean that it (or he) cannot exercise that right or remedy again.

9.9.4 The rights and remedies provided in this debenture are in addition to (not instead of) rights or remedies under the law.

9.10 **Assignment etc**

9.10.1 Capita may at any time assign (in whole or in part), its rights under this debenture to any other member of the Capita Group provided that, if such assignee ceases to be a member of the Capita Group, Capita will procure that all the benefits relating to this debenture that have been assigned to such assignee are re-assigned to Capita immediately before such cessation.

9.10.2 Subject to Clause 9.10.1 above, no Party may, at any time, assign or otherwise deal with its rights under this debenture without the other Parties prior written consent.

9.10.3 Capita may disclose any information about the Companies, any Debts and this debenture to any person:

9.10.3.1 to which it proposes to assign (or has assigned) its rights under this debenture; or

9.10.3.2 with which it proposes to enter into (or has entered into) any other dealings in relation to those rights.

9.10.4 Any person who wishes to become a Company or whom Capita agrees may become a Company (a "**New Company**") must deliver to Capita a duly executed Deed of Accession. With effect from the date that Capita has signed such Deed of Accession, the parties agree that the New Company will become a party to this debenture and will assume the same obligations as if it had been an Original Company under this debenture.

9.11 Governing law

This debenture is governed by English law.

9.12 Jurisdiction

9.12.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this debenture (including a dispute regarding the existence, validity or termination of this debenture).

9.12.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary.

9.12.3 This clause 9.12 is for the benefit of Capita and the receivers only. As a result, Capita and the receivers will not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, Capita and the receivers may take concurrent proceedings in any number of jurisdictions.

9.13 Ownership of this debenture

This debenture is Capita's property.

This debenture is made and delivered as a deed on the date given on page 1.

SCHEDULE 1

The Original Companies

Company Name	Company Number	Jurisdiction
Medicals Direct Screenings Limited	02706045	England and Wales
Nurse Direct Limited	03916024	England and Wales
Medicals Direct Holdings Limited	06307780	England and Wales
Chaya Ltd	05777559	England and Wales
Behavioural Health Limited	04222401	England and Wales
Medicals Direct Group Limited	03097124	England and Wales
Medicals Direct Healthcare Limited	07187178	England and Wales
Medicals Direct Medico-legal Limited	04195953	England and Wales
Underwriting Direct Limited	03967292	England and Wales
Medicals Direct Assets Limited	07303188	England and Wales
Medicals Direct Clinics Limited	04115597	England and Wales

SCHEDULE 2

Deed of Accession

This Deed is made on [DATE] between:

- (1) [ACCEDING COMPANY], a company incorporated in [England and Wales] with company number [NUMBER] (the "New Company"); and
- (2) [Details], (the "Capita")

1. INTERPRETATION

1.1 In this Deed, the "Debenture" means a debenture dated [DATE] made between [].

1.2 Unless a contrary indication appears:

1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and

1.2.2 the principles of construction in clause [] of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.

2. ACCESSION

2.1 Agreement to accede

The New Company agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Company with effect from the date of this Deed.

2.2 Effect of accession

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Company had been an original party to it in the capacity of Company (but so that the security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "this debenture" and similar phrases will be deemed to include this Deed of Accession.

3. SECURITY

3.1 Grant of Security

Without limiting the generality of Clause 2 (*Accession*) above, the New Company grants security on terms set out in clause 3 (*Creating the Security*) of the Debenture as if such terms were set out in full in this Deed.

4. COUNTERPARTS

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

5. GOVERNING LAW

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

6. JURISDICTION

- 6.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 6.3 Clause 6.1 is for the benefit of Capita. As a result, Capita will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, Capita may take concurrent proceedings in any number of jurisdictions.

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

[INSERT EXECUTION PROVISIONS]

CAPITA

Signed as a deed by **CAPITA HEALTH HOLDINGS LIMITED,**
acting by a duly authorised attorney

[Redacted]

Attorney

In the presence of:

[Redacted]

Witness Signature: *Helen Williams*

Witness Name:

[Redacted]

THE ORIGINAL COMPANIES

Signed as a deed by **MEDICALS DIRECT SCREENINGS LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

Signed as a deed by **NURSE DIRECT LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

CAPITA

Signed as a deed by **CAPITA HEALTH HOLDINGS LIMITED,**
acting by a duly authorised attorney

Attorney

In the presence of:

Witness Signature:

Witness Name:

THE ORIGINAL COMPANIES

Signed as a deed by **MEDICALS DIRECT SCREENINGS LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS

DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **NURSE DIRECT LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS

DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **MEDICALS DIRECT HOLDINGS LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **CHAYA LTD,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **BEHAVIOURAL HEALTH LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **MEDICALS DIRECT GROUP LIMITED,**
acting by a director

Director

in the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **MEDICALS DIRECT HEALTHCARE LIMITED,**
acting by a director

Director

in the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

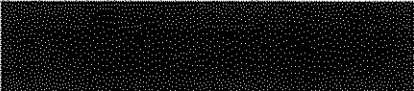
Signed as a deed by **MEDICALS DIRECT MEDICO-LEGAL LIMITED**,
acting by a director


Director

In the presence of:

Witness Signature:

Witness Name:


GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

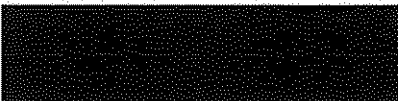
Signed as a deed by **UNDERWRITING DIRECT LIMITED**,
acting by a director


Director

In the presence of:

Witness Signature:

Witness Name:


GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF


Signed as a deed by **MEDICALS DIRECT ASSETS LIMITED**,
acting by a director


Director

In the presence of:

Witness Signature:

Witness Name:


GEORGINA THOMAS
DMH Stallard
6 New Street Square
London
EC4A 3BF

Signed as a deed by **MEDICALS DIRECT CLINICS
LIMITED,**
acting by a director

Director

In the presence of:

Witness Signature:

Witness Name:

GEORGINA THOMAS

DMH Stallard
6 New Street Squar
London
EC4A 3BF