



Registration of a Charge

Company name: **MARIA MALLABAND CARE HOMES LIMITED**

Company number: **03096548**



X5HEN869

Received for Electronic Filing: **11/10/2016**

Details of Charge

Date of creation: **10/10/2016**

Charge code: **0309 6548 0021**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

DWF LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3096548

Charge code: 0309 6548 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th October 2016 and created by MARIA MALLABAND CARE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2016 .

Given at Companies House, Cardiff on 12th October 2016

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



10 October 2016

(1) MARIA MALLABAND CARE HOMES LIMITED

and

(2) BARCLAYS BANK PLC

CHARGE OVER BOOK DEBTS

CONTENTS

1.	Definitions and interpretation	1
2.	Secured obligations and liabilities	3
3.	Security	3
4.	Floating Charge	3
5.	Restrictions	4
6.	The Proceeds Account	5
7.	Representations and warranties	5
8.	Undertakings by the Company	6
9.	Powers of the Lender	6
10.	Protection of Purchasers	7
11.	Extent of liability	8
12.	Power of attorney	8
13.	Priority of application of moneys received	8
14.	Appropriation, Set-Off and Restriction	8
15.	Protection of Security	9
16.	Payments by the Company	10
17.	Assignment and Transfer	11
18.	Indemnity	12
19.	Remedies and waiver	12
20.	Partial invalidity	12
21.	Other provisions relating to security	12
22.	Miscellaneous	13
23.	Notices	13
24.	Governing law	14
25.	Enforcement	14
	SIGNATURE PAGE	15

THIS CHARGE is dated 10 October 2016

BETWEEN:

- (1) MARIA MALLABAND CARE HOMES LIMITED (company number 03096548) whose registered office is at Westcourt, Gelderd Road, Leeds, West Yorkshire LS12 6DB (the **Company**);
- (2) BARCLAYS BANK PLC of 1 St Paul's Place, 121 Norfolk Street, Sheffield S1 2JW (the **Lender**).

TERMS AGREED

1. Definitions and interpretation

1.1 In this deed:

Business Day	means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;
Debts	means all the present and future book and other debts and monetary claims due or owing to the Company and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money;
Delegate	means any person to whom the Lender delegates under clause 9.3;
Expenses	means all costs and expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Lender at any time in connection with the Secured Assets or the Secured Obligations or in taking, perfecting or enforcing this deed or in exercising any right or power under this deed or otherwise together with VAT upon such costs and expenses and Interest from the date they are incurred;
Interest	means interest at the rate or rates agreed between the Lender and the Company and in the absence of agreement in respect of any liability or obligation at the rate of 2% per annum above the base rate of the Lender from time to time;
Proceeds Account	means the account with the Lender from time to time designated as a trust account of which the Lender is the beneficial owner for the collection of book and other debts following notice from the Lender served in accordance with clause 6.1;
Secured Assets	means the assets charged by clause 3;

Secured Obligations	means the obligations and liabilities to the Lender covenanted to be discharged or paid under clause 2.1;
Security	means a mortgage, charge (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;
Tax	means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and
VAT	means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this deed to:
- (i) **Secured Assets, Expenses or Secured Obligations** includes a reference to any part of them or it;
 - (ii) the **Company** or the **Lender** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (iii) any document (including this deed) or a provision of such document includes a reference to such document or provision as amended, novated, supplemented, extended or restated from time to time;
 - (iv) a regulation or statutory provision includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) or any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (v) a provision of law is a reference to that provision as amended or re-enacted;
 - (vi) the singular includes the plural and vice versa;
 - (vii) a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (viii) a time of day is a reference to London time; and
 - (ix) **dispose** includes charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation.

1.3 General words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

1.4 The Schedule to this deed forms part of this deed and references to **this deed** includes the Schedule.

1.5 Clause and schedule headings in this deed are for ease of reference only.

2. Secured obligations and liabilities

2.1 The Secured Obligations

The Company covenants to:

- (a) discharge on demand from time to time all its obligations and liabilities to the Lender of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another and whether the Lender shall have been an original party to the relevant transaction or not);
- (b) pay to the Lender on demand from time to time the Expenses; and
- (c) pay to the Lender on demand from time to time Interest on the obligations and liabilities to the Lender covenanted to be discharged and/or paid by the Company under clauses 2.1(a) and 2.1(b) from the date on which the Company has agreed to pay Interest on them or if there is no such agreement, from the date on which they become due.

2.2 When demand can be made

In the case of any of the Secured Obligations which is not (but for this clause 2) due for discharge on demand, the Lender shall not make demand before the due date.

3. Security

As a continuing security for the discharge and payment of the Secured Obligations and with full title guarantee, the Company:

3.1 charges to the Lender by way of fixed charge:

- (a) all present and (subject to clause 6.5) future Debts; and
- (b) the sums standing to the credit of the Proceeds Account from time to time;

3.2 charges to the Lender by way of floating charge all the present and future Debts not from time to time subject to a fixed charge under clause 3.1 (a) above; and

3.3 undertakes upon demand to execute an assignment of the Debts by way of security in favour of the Lender.

4. Floating Charge

4.1 Crystallisation of floating charge

- (a) The Lender may at any time after the Lender has demanded repayment of the Secured Obligations by written notice to the Company convert the floating charge created by this deed into a fixed charge as regards any of the Secured Assets specified in the notice. Until the Secured Obligations have been discharged in full, the Lender may by written notice to the Company convert the floating charge created by this deed into a fixed charge as regards any of the Secured Assets specified in any further notice that have not been notified in any prior notice.
- (b) In addition to clause 4.1(a), the floating charge created by this deed will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge:
 - (i) in respect of any Secured Assets which become subject to a fixed charge in favour of any other person;
 - (ii) in respect of any Secured Assets charged under clause 3.2 if the Company ceases to carry on business as a going concern;
 - (iii) in respect of any Secured Assets which is subject to any step by any third party to levy any distress, attachment, execution or other legal process on it; and
 - (iv) in respect of all the Secured Assets on the making of an order for the compulsory winding up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Company or on the taking of any step (including the making of an application or the giving of any notice) by the Company or any other person for the appointment of an Administrator in respect of the Company.

5. Restrictions

5.1 Negative pledge

The Company will not, without the Lender's prior written consent, create or permit to subsist any Security over any of the Secured Assets or increase or extend any liability of the Company secured on any of the Secured Assets.

5.2 Restrictions on disposals and dealings

The Company will not without the Lender's prior written consent at any time prior to the conversion of the floating charge create by this deed into a fixed charge pursuant to clause 4 above:

- (a) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party;
- (b) dispose of the Debts including by means of discounting, factoring or similar arrangement; or

- (c) compromise, compound, vary, discharge, postpone or release any of its Debts or waive its rights of action in connection with any such Debts.

6. The Proceeds Account

- 6.1 Immediately following receipt of a written notice by the Bank (a "**Proceeds Account Notice**") at any time after the Secured Obligations have become due and payable, the Company shall pay into the Proceeds Account all sums which it receives in respect of any of the Secured Assets specified in a Proceeds Account Notice and until such payment will hold all monies so received on trust for the Lender.
- 6.2 The Company may not at any time deal with the balance of the Proceeds Account unless it has specific written consent to withdraw funds from the Proceeds Account.
- 6.3 The Company shall promptly notify the Lender of the existence of any credit balance not held in the Proceeds Account which relates to sums received in respect of any of the Secured Assets specified in a Proceeds Account Notice.
- 6.4 The Lender shall promptly apply all sums standing to the credit of the Proceeds Account in the order of priority set out in clause 13.1.
- 6.5 For the avoidance of doubt:
 - (a) the Company shall be under no obligation to pay into the Proceeds Account the proceeds of any Secured Assets which are not specified in a Proceeds Account Notice; and
 - (b) until such time as the Secured Obligations have been discharged in full, the Lender may issue such further Proceeds Account Notices as it may determine in respect of all Debts which arise or come into existence after demand for repayment of the Secured Obligations has first been made.

7. Representations and warranties

The Company represents and warrants to the Lender that:

- (a) it is a limited liability corporation, duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) it has the appropriate power to carry on its business as it is being conducted and own its assets and property;
- (c) the obligations expressed as being assumed by it under this deed are legal, valid, binding and enforceable obligations;
- (d) the entry into and the performance of the provisions, covenants and obligations contained in this deed do not and will not conflict with:
 - (i) any law or regulation applicable to it or its constitutional documents; or

- (ii) any agreement or instrument binding upon it or its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument;
- (e) it has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this deed;
- (f) no limitation on its powers will be exceeded as a result of the covenants or obligations or the grant of security or the giving of indemnities in this deed;
- (g) no Security exists over all or any of the Secured Assets other than the charges contained in this deed;
- (h) the Company is the sole legal and beneficial owner of the Secured Assets; and
- (i) except as disclosed to the Lender prior to the date of this deed:
 - (i) there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially and adversely affect the Secured Assets; and
 - (ii) there is no breach of any law or regulation that materially and adversely affects the Secured Assets;

8. Undertakings by the Company

The Company undertakes with the Lender:

- 8.1 to collect in the ordinary course of business and in a proper and efficient manner all monies which it receives in respect of any of the Secured Assets;
- 8.2 to notify the Lender immediately if:
 - (a) there is any default by it of any provision of this deed; or
 - (b) any distress, execution or order or freezing order is made against any of the Secured Assets; or
 - (c) any step is taken by any person (including the Company) in relation to the administration, receivership, administrative receivership, winding up or dissolution of the Company; or
 - (d) any holder of any other Security granted by the Company seeks to amend such Security in any way; and
- 8.3 generally not to do or cause or permit to be done anything to lessen the value or marketability of the Secured Assets.

9. Powers of the Lender

9.1 Power to remedy

- (a) If the Company is in default of any of its obligations under this deed, the Lender may (but shall not be obliged to) remedy such breach and/or perform such obligation and take such action as is necessary to make good the default without becoming liable to account as a mortgagee in possession and the cost of so doing shall be an Expense.
- (b) The Company irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for these purposes.
- (c) Any monies expended by the Lender under this clause 9.1 shall be an Expense.

9.2 Power of sale

Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.

9.3 Power to delegate

- (a) The Lender may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 12).
- (b) The Lender may make a delegation on the terms and conditions (including the power to sub-delegate) as it thinks fit.
- (c) The Lender shall not be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

9.4 No liability to account as mortgagee in possession

- (a) The exercise of any rights of the Lender or Delegate under this deed shall not make the Lender or Delegate liable to account to the Company as mortgagee in possession.
- (b) If the Lender or any Delegate takes possession of the Secured Assets it may at any time relinquish such possession (whether it relinquishes such possession in whole or in part).

9.5 Consolidation

Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.

10. Protection of Purchasers

- 10.1 No purchaser or other person shall be obliged or concerned to see or enquire whether the right of the Lender to exercise any of the powers conferred by this deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.
- 10.2 The receipt of the Lender shall be an absolute discharge and the payer shall not be obliged to see the application of the monies paid to either of them.

11. Extent of liability

Neither the Lender nor any Delegate shall be liable to the Company in respect of any loss on realisation of or for any neglect, default or damage arising out of the exercise or the attempted, purported or failure to exercise any of their respective powers or arising out of any valuation or report relating to the Secured Assets.

12. Power of attorney

12.1 The Company by way of security irrevocably appoints the Lender and any Delegate severally to be the attorney for the Company (with full power of substitution and delegation) in the Company's name and on the Company's behalf and as the Company's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Lender pursuant to this deed or the exercise of any of their powers.

12.2 The Company ratifies and confirms and agrees to ratify and confirm anything that any of its attorneys may lawfully and properly do under clause 12.1.

13. Priority of application of moneys received

13.1 Any moneys received under the powers conferred by this deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

- (a) in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Lender;
- (b) in or towards satisfaction of the Secured Obligations in whatever order the Lender may require;
- (c) as to the surplus (if any) to the person(s) entitled to it,

provided that the Lender may, without prejudice to any other rights it may have at any time and from time to time place and keep for such time as the Lender may think fit any moneys received, recovered or realised under or by virtue of this deed to or at a separate or suspense account to the credit either of the Company or of the Lender as the Lender thinks fit without any intermediate obligation on the Lender's part to apply such moneys or any part of such moneys in or towards the discharge of the Secured Obligations.

13.2 Subject to clause 13.1, any moneys received or realised by the Lender from the Company under this deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine.

14. Appropriation, Set-Off and Restriction

14.1 Set off

The Lender may set off any matured obligation due from the Company under this deed against any matured obligation owed by the Lender to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

14.2 Provisions relating to accounts

- (a) The Lender may open a new account upon the Lender receiving actual or constructive notice of any charge or interest affecting the Secured Assets and whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging the Secured Obligations outstanding at the time of receiving such notice.
- (b) The Company agrees that the Lender may at any time without notice (and notwithstanding any settlement of account or other matter) combine or consolidate all or any of its then existing accounts including accounts jointly in the name of the Company and any other person (whether current, deposit, loan or of any other nature, whether subject to notice or not and whether in sterling or in any other currency).
- (c) Despite any term to the contrary in relation to any deposit or credit balance at any time on any account of the Company with the Lender including the Proceeds Account, no such deposit or balance shall be repayable or capable of being disposed of or dealt with by the Company before every liability of the Company to the Lender has been discharged, but the Lender may permit any withdrawal without affecting the continued application of this clause 14.

15. Protection of Security

15.1 Continuing security and immediate recourse

- (a) This deed shall be a continuing security and shall extend to cover the ultimate balance due from the Company to the Lender notwithstanding that there may have been at any time a balance to the credit of the Company on any account of the Company or any other matter or thing.
- (b) This deed is in addition to any other rights or security, present or future, held by the Lender from the Company or any other person for the Secured Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other contractual or legal rights of the Lender. Such rights or security may be enforced in whatever order the Lender decides.
- (c) The Company waives any right it may have to require the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this deed against the Company.

15.2 Avoidance and clawback

- (a) No security or payment which may be avoided, set aside or adjusted under any law binding on the Company in any jurisdiction and no release, settlement or discharge given or made by the Lender on the faith of any such security or payment shall prejudice or affect the right of the Lender to recover from the Company all of the Secured Obligations or to enforce the security created by or pursuant to this deed to the full extent of the Secured Obligations.

- (b) Any such release, settlement or discharge will be deemed to have been made upon the condition that it will become entirely void if any such security or payment is at any time avoided, set aside or adjusted.

15.3 Further assurance

- (a) The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in its favour or in favour of its nominee(s)) including the execution of assignments by way of security over any of the Secured Assets:
 - (i) to perfect the security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this deed or by law;
 - (ii) to confer on the Lender security over any property and assets of the Company located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to deed; and/or
 - (iii) to facilitate the realisation of the Secured Assets.
- (b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this deed.

15.4 Liability not discharged by arrangements with the Company and others

The Lender may without releasing or affecting the security created by this deed do any of the following:

- (a) allow to the Company or any other person any time or indulgence;
- (b) grant to the Company or any other person any new or increased facility or renew any facility or other transaction and increase any rate of interest or charge;
- (c) enter into, renew, vary or end any agreement or arrangement with or liability of the Company or any other person;
- (d) renew, vary, refrain from enforcing or release any present or future security or guarantee which the Lender holds from the Company or any other person; and
- (e) compound with the Company or any other person.

16. Payments by the Company

16.1 Currency

- (a) Sterling is the currency of account and payment for any sum due from the Company under this deed, provided that each payment in respect of Expenses or Taxes shall be made in the currency in which the Expense or Tax was incurred or expressed.

- (b) If at any time the Lender receives a payment (including by set-off) referable to any of the Secured Obligations from any source in a currency other than the relevant currency, then:
 - (i) such payment shall take effect as a payment to the Lender of the amount in the relevant currency which the Lender is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice; and
 - (ii) if such payment is made under a court order and is treated by clause 16.1(b)(i) as a payment of an amount which falls short of the relevant liability of the Company expressed in the relevant currency, the Company as a separate and independent obligation shall on demand from time to time indemnify the Lender against such shortfall and pay Interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

16.2 Payments to be made in full

- (a) In this clause 16.2, **Tax Deduction** means any deduction or withholding for or on account of Tax from a payment under this deed.
- (b) The Company's liability under this deed is to discharge the Secured Obligations in their relevant currency. All sums payable by the Company shall be paid in their relevant currency in immediately available funds and shall be paid to the credit of such account as the Lender may designate. All such payments shall be calculated and made without (and free and clear of any deduction for) set-off or counter-claim and free and clear of any Tax Deduction unless a Tax Deduction is required by law.
- (c) If a Tax Deduction is required by law to be made by the Company, the amount of the payment due from the Company shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

16.3 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under this deed is conclusive evidence of the matters to which it relates unless there is manifest error.

17. Assignment and Transfer

- 17.1 The successors in title of the parties shall have the benefit of and be subject to this deed.
- 17.2 The Lender may at any time dispose of or deal in any manner with or without notice to any other person all or any part of its rights, beneficial interests or benefits under this deed.
- 17.3 The Company shall not charge, assign, transfer, dispose of or deal in any manner with any one or more of its rights, beneficial interests and/or obligations under this deed.
- 17.4 The Lender may give such information relating to the Company, its affairs or this deed as it thinks fit to any of its associated companies and to any third party proposing to take an

assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this deed.

18. Indemnity

18.1 The Company shall promptly indemnify the Lender and every Delegate against any cost, loss or liability incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of this deed and the security granted by this deed;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Delegate by this deed or by law; or
- (c) any default by the Company in the performance of any of its obligations under this deed or any representation or warranty made in this deed having been incorrect when made.

18.2 The Lender may, in priority to any payment to any other person, indemnify itself out of the Secured Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause 18.

19. Remedies and waiver

19.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this deed shall operate as a waiver nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19.2 Any waiver given by the Lender must be in writing and expressly stated by the Lender to be a waiver. Such waiver will, only apply to the specific events or circumstances to which it is stated to relate, and not to any other events or circumstances, past or future.

20. Partial invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid 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.

21. Other provisions relating to security

If there is any Security which ranks in priority to the security created by this deed and the person with the benefit of such Security does anything to enforce it, the Lender may repay the monies owed under or redeem that or any other Security, settle any account of the holder of any prior Security or arrange for it to be transferred to the Lender and the costs of doing so shall be an Expense. Any accounts so settled shall be conclusive evidence and binding on the Company, unless there is manifest error.

22. Miscellaneous

- 22.1 Interest will be calculated both before and after judgment on the basis agreed with the Company, or if none has been agreed, on a daily basis and on the basis of a 365 day year or according to the usual practice of the Lender and be compounded according to the usual practice of the Lender or, if there is no such practice, quarterly.
- 22.2 The Secured Obligations shall include all liabilities of the Company to the Lender notwithstanding any change to the name, status or constitution of the Lender and/or the Lender's amalgamation with any other person or the acquisition of all or part of its undertaking by any other person.
- 22.3 The Company agrees that the Lender may from time to time seek from any person having dealings with the Company such information about the Company and its affairs as the Lender may think fit and authorises and requests any such person to provide that information to the Lender and agrees to provide such further authority for this purpose as the Lender may from time to time require.

23. Notices

23.1 Communications in writing

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

- (a) The address and fax number of the Lender for any communication or document to be made or delivered under or in connection with this deed is 1 St Paul's Place, 121 Norfolk Street, Sheffield S1 2JW and its fax number is +44 (0) 3301 501527 or any substitute address or fax number as the Lender may notify to the Company by not less than five Business Days' notice.
- (b) The address of the Company for any communication or document to be made or delivered under or in connection with this deed shall be its registered office at the time such communication or document is made or delivered. The fax number of the Company for any such communication or document is 0113-2382691 (or any substitute address or fax number as the Company may notify to the Lender by not less than five Business Days' notice).

23.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective:
- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of any department or officer specified in clause 23.2 (Addresses) (or any substitute department or officer as the Lender shall specify for this purpose).

24. Governing law

This deed and non-contractual obligations arising out of or in connection with it are governed by English law.

25. Enforcement

25.1 Jurisdiction of the English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) (a **Dispute**).
- (b) The Company and the Lender agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly will not argue to the contrary.
- (c) This clause 25.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

25.2 Enforcement

A judgment in any proceedings against the Company in any court referred to in this clause 25 shall be conclusive and binding upon the Company and may be enforced in the courts of any other jurisdiction.

IN WITNESS whereof this deed was duly signed as a deed and delivered on the date which first appears on page 1.

SIGNATURE PAGE

EXECUTED AS A DEED by

MARIA MALLABAND CARE HOMES LIMITED acting by)

PETER FAGAN)

a director, in the presence of:)

.....

Signature of witness

Name: SARE

Address: WE
GEO
LE
LS12 0UD

Occupation: P.A.

SIGNED duly authorised for and on behalf of)

BARCLAYS BANK PLC)