

# MR01

## Particulars of a charge



Companies House

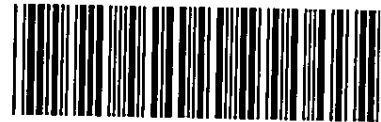
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☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR08

SATURDAY



\*A3L65PRD\*

A25

22/11/2014

#70

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 03103526

Company name in full NHP Securities No 1 Limited  
(the "Chargor")

For official use

71

→ Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 01/12/2014

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HCP INC  
(the "Security Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description	Pursuant to the Security Agreement made by (1) FC Skyfall Lower Midco Ltd (the "Company"), (2) the Chargor (as defined therein) in favour of (3) the Security Agent ("Security Agreement") the Chargor created first fixed charges over the following registered land - 1 Lisnisky Care Home, 16 Lisnisky Lane County Armagh held under Folio AR5691, County Armagh Please see continuation page for further details	Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input checked="" type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here  Signature X <i>Debra Archer c/o Tughans</i> X  This form must be signed by a person with an interest in the charge	

# MR01 - continuation page

## Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description

2 Saintfield Lodge Care Home, 4 Old Saintfield Road, Belfast held under Folios DN33050 and 244L both County Down,  
3 Bramblewood Care Home, 201 Gransha Road, Bangor held under Folios DN11781 and DN38443L both County Down,  
4 Manne Care Home, Shore Road, Ballyronan, Magherafelt held under Folios 24978 and LY21967L both County Londonderry, and  
5 Rockfield Care Home, Windmill Road, Newry held under Folios DN134566 and DN139298L, both County Down

Each Chargor also grants first fixed charges in favour of the Security Agent over the following unregistered land

1 Bethany Care Home, 69 Osbourne Park, Belfast, BT9 6JP,  
2 Cedarhurst Lodge Care Home, Cedarhurst Road, Belfast, BT8 7RH,  
3 Edgewater Lodge Care Home, Sunnysdale Avenue, Off Millisle Road BT21 0LE, and  
4 Rockfield Care Home, Windmill Road, Newry, County Down

The following third party lease security in respect of which sub-charges are being granted by the relevant Chargor in favour of the Security Agent over the following security

1 Charge on Folio AR16277L County Armagh,  
2 Charge on Folio DN33479L County Down,  
3 Mortgage Debenture dated 6 February 1995 incorporating a fixed charge on the Chargor's interest in Bethany Care Home in favour of NHP Securities No 1 Limited,  
4 Mortgage Debenture dated 6th February 1995 incorporating a fixed charge on the Chargor's interest in Cedarhurst Lodge Care Home in favour of Care Home No 1 Limited, and  
5 Mortgage Debenture dated 27 March 1997 incorporating a fixed charge on the Chargor's interest in Edgewater Lodge Care Home, in favour of NHP Securities No 1 Limited

The relevant Chargor assigns by way of security to the Security Agent all right, title and interest in and to the Rent Deposit Deeds in respect of the following Accounts

Account No	Old Acc No	Nursing Home	Operator/Tenant
216285	EOE76300	Bethany	Osbourne Limited
216402	EOE76302	Cedarhurst Lodge	Cedarhurst Lodge Ltd
219769	EOE76312	Edgewater Lodge	Edgewater Lodge
216525	EOE76303	Linisky	Linisky Ltd
216349	EOE76301	Saintfield Ltd	Saintfield Ltd

Further, the Chargors charge the following property in favour of the Security Agent by way of first fixed charge

1 The Investments,  
2 The Plant and Machinery,  
3 All Monetary Claims,  
4 The Intellectual Property (all as defined therein)  
Please see the attached certified copy Security Agreement for full details

# MRO1

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Deborah Archer (5HCP5407)

Company name Tughans

Address Marlborough House

30 Victoria House

Post town Belfast

County/Region County Antrim

Postcode B T 1 3 G G

Country Northern Ireland

DX 433 NR BELFAST 1

Telephone 028 9055 3300



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3103526

Charge code: 0310 3526 0071

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2014 and created by NHP SECURITIES NO. 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2014

Given at Companies House, Cardiff on 27th November 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 12<sup>th</sup> November 2014

Between

**FC SKYFALL LOWER MIDCO LTD**

as the Company

**CERTAIN SUBSIDIARIES OF THE COMPANY as Chargors**

in favour

**HCP, INC**

as Security Agent

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**SECURITY AGREEMENT**

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*I certify that, save for the material redacted pursuant  
to Section 859G of the Companies Act 2006, this  
instrument is a correct copy of the original instrument.*

*Dhorrell Archer c/o Tuglas  
21/11/14*

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**LAND REGISTRY OF NORTHERN IRELAND**

**FOLIO:** SEE FOLIOS LISTED IN PART 1 OF SCHEDULE 2

**COUNTY:** SEE COUNTIES LISTED IN PART 1 OF SCHEDULE 2

**REGISTERED OWNER:** SEE REGISTERED OWNERS LISTED IN PART 1 OF SCHEDULE 2

**THIS DEED** is dated 12<sup>th</sup> November 2014

**BY:**

- (1) **FC SKYFALL LOWER MIDCO LTD** registered in England and Wales (registered number 9090162) (the "**Company**"),
- (2) **THE COMPANIES** listed in Schedule 1 as chargors (in this capacity, the "**Chargors**"),  
in favour of
- (3) **HCP. INC** as agent and trustee for the Secured Parties on the terms and conditions set out in the Facility Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as trustee or as a replacement or an additional trustee for the purpose of, and in accordance with the Facility Agreement)

**BACKGROUND:**

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed

"**1881 Act**" means the Conveyancing and Law of Property Act 1881

"**1911 Act**" means the Conveyancing Act 1911

"**Account Bank**" means an Acceptable Bank with whom a Security Account is maintained

"**Additional Chargor**" means a member of the Group which becomes a Chargor by executing a Deed of Accession

"**Chargor**" means a Chargor or any Additional Chargor

"**Charged Shares**" means in relation to any Chargor

- (a) the Shares specified in Part 2 of Schedule 2 (*Security Assets*) opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became party to this Deed, and



**"Charged Company"** means each member of the Group or other Company from time to time whose shares are subject to the security under this Deed

**"Criminal Damage Claim"** means a claim made by or on behalf of each Chargor under the Criminal Damage Order in relation to damage caused to the Real Property after the date hereof

**"Criminal Damage Order"** means the Criminal Damage (Compensation) (Northern Ireland) Order 1977 (or any statutory successor scheme for the compensation of criminal damage to property for the time being in force)

**"Deed of Accession"** means a deed substantially in the form of Schedule 6 (*Form of Deed of Accession*)

**"Discharge Date"** means the date on which the Agent is satisfied (acting reasonably) that the Secured Obligations have been discharged in full and none of the Secured Parties is under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargors or any other person under any of the Finance Documents

**"Enforcement Event"** means an Event of Default so long as the Event of Default is continuing

**"Event of Default"** has the meaning given to that term in the Facility Agreement

**"Excluded Assets"** has the meaning given to that term in the Facility Agreement

**"Excluded Cayman Real Property"** means, in relation to any Chargor

- (a) all estates and interests in any freehold, leasehold and immovable property located in the Cayman Islands, and
- (b) all Premises and Fixtures forming part of such freehold, leasehold and immovable property

**"Facility Agreement"** means the Facility Agreement dated 30 June 2014 (and amended from time to time including amended and restated on 8 October 2014) between, amongst others, the Company, the Agent and the Security Agent

**"Finance Documents"** has the meaning given to the term "Finance Document" in the Facility Agreement

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time the subject of this Security

**"Guarantee Co"** means Libra Guarantee Co, being a corporation limited by guarantee registered in England and Wales with registered number 5324564

**"Guarantee Co Constitutional Documents"** means all the constitutional documents of Guarantee Co including but not limited to Guarantee Co's memorandum of association and articles of association in force from time to time

**"Headlease"** has the meaning given to that term in the Facility Agreement

**"Insurance"** means in relation to any Chargor

- (a) the insurance policies specified in Part 6 of Schedule 2 (*Security Assets*) opposite its name or in Part 7 of the schedule to any Deed of Accession by which it became party to this Deed, and
- (b) any policy of insurance (including life insurance or assurance and any criminal damage insurance or terrorism insurance in place and available on the market from time to time) in which each of such Chargor may from time to time have an interest,

in each case together with all Related Rights owned by a Chargor from time to time

**"Intellectual Property"** means in relation to any Chargor

- (c) any intellectual property rights specified in Part 4 of Schedule 2 (*Security Assets*) opposite its name or in Part 5 of the Schedule to any Deed of Accession by which it became party to this Deed,
- (d) any patents, trade marks, business names, copyrights (including rights in computer software), database rights, design rights, moral rights, interventions, confidential information, knowhow, utility models, domain names, typographical or similar rights and other intellectual property rights and interests (including by way of licence) which may now or in the future subsist, whether registered or unregistered, and
- (e) the benefit of all applications and rights to use such assets owned by a Chargor from time to time, in each case together with all Related Rights owned by a Chargor from time to time

**"Investments"** means in relation to a Chargor

- (a) the Charged Shares,
- (b) all shares, stocks, debentures, bonds, warrants, coupons, certificates of deposit and other securities and investments (including interests in collective investment schemes and all Cash Equivalent Investments), and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) above

In each case whether held directly by or to the order of the relevant Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including rights again such trustee, nominee, fiduciary or clearance system) which a Chargor purports to mortgage or charge under this Deed

**"Monetary Claims"** means in relation to any Chargor

- (a) any book and other debts and all other monetary claims (including royalties, fees and income of any nature) due and owing to it,
- (b) all monetary claims and any proceeds of such claims payable to that Chargor (including any claims or sums of money deriving from or in relation to any Lease Document, Headlease, Rent Deposit Deed, disposal of any asset, Intellectual Property, any Investments, the proceeds of any Insurance or compensation deriving from a Criminal Damage Claim), any court order or judgment, any contract or agreement to which a Chargor is a party and any other assets, property rights or undertaking of a Chargor), and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) to (b) above,

in each case together with all Related Rights owned by a Chargor from time to time

**"Plant and Machinery"** means, in relation to any Chargor, any plant, machinery, computers, office equipment, vehicles or other (excluding any for the time being forming part of a Chargor's stock in trade or work in progress) in each case together with all Related Rights owned by a Chargor from time to time (other than any such Related Right which is an Excluded Asset)

**"Premises"** means all buildings and erections from time to time the subject of this Security

**"Real Property"** means in relation to any Chargor

- (a) all freehold, leasehold and immoveable property (including the freehold and leasehold property in Northern Ireland specified in Part 1 of Schedule 2 (*Security Assets*)) opposite its name or in Part 2 of the Schedule to any Deed of Accession by which it became a party to this Deed and (for the avoidance of doubt) excluding freehold, leasehold and immovable property that is an Excluded Asset,
- (b) all Premises and Fixtures situated on or forming part of such freehold, leasehold and immoveable property,

which that Chargor purports to mortgage or charge under this Deed including in each case all Related Rights owned by a Chargor from time to time

**"Receiver"** means a receiver or receiver manager or an administrative receiver, in each case, appointed under this Deed and that term will include any appointee made under a joint and/or several appointment

**"Related Rights"** means in relation to an asset

- (a) the proceeds of sale of the whole or any part of that asset or all monies and proceeds paid or payable in respect of that asset,
- (b) all rights under any licence, agreement for sale, option or lease in respect of that asset, and
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title and any monies paid or payable in respect of the same

**"Relevant Contract"** means in relation to any Chargor

- (a) any agreement specified in Part 3 of Schedule 2 (*Security Assets*) opposite its name or in Part 4 of the schedule to any Deed of Accession by which it became party to this Deed,
- (b) each Rent Deposit Deed, and
- (c) any other agreement to which that Chargor is a party and which that Chargor and the Security Agent have designated a Relevant Contract

**"Rent Deposit Deed"** means the rent deposit deed short details of which are set out in Part 7 of Schedule 2 to this Deed or Part 8 of the schedule to any Deed of Accession by which the relevant Chargor became or becomes a party to this Deed

**"Residents' Account"** has the meaning given to that term in Clause 16 1(b) of the Facility Agreement

**"Sale Property"** has the meaning given to that term in the Facility Agreement

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of each Obligor to any Secured Party under any Finance Document

**"Security"** means any Security Interest created, evidenced or conferred by or under this Deed or any Deed of Accession

**"Security Account"** means in relation to any Chargor

- (a) any account specified in Part 5 of Schedule 2 (*Security Assets*) opposite its name or in Part 6 of the schedule to any Deed of Accession by which it became party to this Deed,

(b) any other account which the Chargor and the Security Agent have designated as a Security Account, and

(c) any other account which it purports to charge under this Deed,

and any replacement account or subdivision or subaccount of any such account (but excluding for the avoidance of doubt, the Resident's Accounts

**"Security Assets"** means all assets and undertaking of each Chargor which from time to time are the subject of this Security (excluding, for the avoidance of doubt, any Excluded Assets and Excluded Cayman Real Property),

**"Security Document"** has the meaning given to that term in the Facility Agreement

**"Security Interest"** means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a similar effect

**"Security Period"** means the period beginning on the date of this Deed and ending on the Discharge Date

**"Security Rights"** means all rights, powers, authorities, discretion and remedies of the Security Agent or any Receiver or any of their respective delegates or sub-delegates created, evidenced or conferred by or under this Deed, any Deed of Accession or by law or, in relation to any Security Asset, which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset

**"Third Party Lease Security"** means the security documents in favour of any Chargor creating the charges listed in Part 1B of Schedule 2 (*Security Assets*) or Part 2B of the Schedule to the Deed of Accession by which the relevant Chargor become or becomes party to this Deed

## 1.2 Construction

(a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed the same meaning in this Deed

(b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed

(c) Unless the contrary indication appears, references in this Deed to

(i) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of or any extension of or any increase in any loan under that Finance Document or other agreement,

(ii) an **"agreement"** includes any legally binding arrangement, agreement, contract, deed or instrument (in each case whether oral or written),

(iii) an **"amendment"** includes any amendment, supplement, variation, waiver, novation, modification, replacement or restatement and **"amend"** and **"amended"** shall be construed accordingly,

(iv) a **"consent"** includes an authorisation, permit, approval, consent, exemption, licence, order, filing, registration, recording, notarisation, permission or waiver,

- (v) a "**disposal**" includes any sale, transfer, grant, lease, licence or other disposal, whether voluntary or involuntary and "**dispose**" will be construed accordingly,
  - (vi) "**including**" means including without limitation and "**includes**" and "**included**" shall be construed accordingly,
  - (vii) "**losses**" includes losses, actions, damages, payments, claims, proceedings, costs, demands, expenses (including legal and other fees) and liabilities of any kind and "**loss**" shall be construed accordingly,
  - (viii) a party includes a reference to that party's successors and permitted assignees or permitted transferees but does not include that party if it has ceased to be a party under this Deed,
  - (ix) to Clauses and Schedules are references to, respectively, clauses and schedules to this Deed and references to this Deed include its schedules,
  - (x) to a statute, statutory instrument or provision of law is to that statute, statutory instrument or provision of law, as it may be applied, amended or re-enacted from time to time,
  - (xi) the index and the headings in this Deed are for convenience only and are to be ignored in construing this Deed, and
  - (xii) "**as beneficial owner**" is to be construed as provided for in the 1881 Act
- (d) A reference in this Deed to any Investment includes
- (i) any dividend, interest or other distribution paid or payable,
  - (ii) any right, money or property accruing, derived, incidental or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
  - (iii) any right against any clearance system, and
  - (iv) any right under any custodian or other agreement,
- in relation to that Investment
- (e) The term "**clearance system**" means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person
- (f) A Default (including an Event of Default) is "**continuing**" if it has not been remedied or waived,
- (g) Any covenant of a Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Secured Party
- (h) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with the provisions of the 1881 Act and the 1911 Act
- (i) Unless the context otherwise requires, a reference to a Security Asset includes
- (i) any part of that Security Asset, and
  - (ii) any present and future assets of that type

### **1.3 Third Party Rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999
- (b) Notwithstanding any term of this Deed, the consent of any third party is not required to rescind, vary, amend or terminate this Deed at any time

## **2. CREATION OF SECURITY**

- (a) All this Security
  - (i) is created in favour of the Security Agent,
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations, and
  - (iii) are given by each Chargor as beneficial owner in accordance with the provisions of Section 7 of the 1881 Act
- (b) If a Chargor assigns an agreement under this Deed (or charges it) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained or the creation of any Security is prohibited absolutely
  - (i) the Chargor must notify the Security Agent immediately,
  - (ii) the assignment or charge will not take effect until that consent is obtained or any restriction on the creation of Security over any such asset is removed and until such time as the assignment or charge takes effect the Chargor shall hold such assets on trust for the Security Agent, to the extent that such assets purports to secure the Secured Obligations,
  - (iii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) within 10 Business Days the consents necessary and/or the removal of the restriction on the creation of Security over any such asset to enable the assets of that Chargor to be the subject of an effective assignment or charge pursuant to this Deed,
  - (iv) immediately upon obtaining such consent or removal of the restriction on the creation of Security, the asset concerned shall become subject to this Security, and
  - (v) the Chargor must promptly supply to the Security Agent a copy of the consent or document removing the restriction on the creation of Security obtained by it
- (c) Each Chargor hereby acknowledges that all assets, rights, interests and benefits which are now or in the future granted to the Security Agent pursuant to this Clause 2 or otherwise mortgaged, charged, assigned or otherwise granted to the Security Agent under this Deed (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Security Agent under this Deed or the Finance Documents (or any other document in connection therewith) shall be held by the Security Agent on trust for the Secured Parties from time to time

- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (*Security Assets*) or in the schedule to any Deed of Accession (if any) by which any Chargor became party to this Deed does not affect the validity or enforceability of this Security

### **3. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGES**

#### **3.1 Fixed Charges**

As a continuing security for the payment and discharge of the Secured Obligations, each Chargor as beneficial owner charges all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from a third party)

##### **(a) GRANTS AND DEMISES**

- (i) so much of the Real Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Security Agent as trustee for the Secured Parties for the term of 10,000 years from the date hereof and as to so much thereof as is leasehold unto the Security Agent for the residue or residues of the term or respective terms of years for which the same are held less the last 3 days of such term or each of such terms, and
- (ii) as registered owner or the person entitled to become registered owner CHARGES BY WAY OF FIXED CHARGE so much of the Real Property as is registered or is required to be registered in the Land Registry of Northern Ireland by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands together with all buildings and Fixtures from time to time on the Real Property together with all estates, rights, title, options, easements and privileges appurtenant to or benefiting, the same including all beneficial interests and Related Rights of a Chargor,

##### **(b) CHARGES by way of first fixed charge**

- (i) the Investments
- (ii) the Plant and Machinery,
- (iii) any Security Account, all amounts standing to the credit of any Security Account and the debt represented by that Security Account and all Related Rights owned by a Chargor from time to time other than any claims which are otherwise subject to an assignment (at law or in equity) pursuant to this Deed,
- (iv) all Monetary Claims not otherwise referred to in this Clause 3 1 and not the otherwise subject to an assignment (at law or in equity) pursuant to this Deed,
- (v) the Intellectual Property,
- (vi) any beneficial interest, claim or entitlement has to any assets of any Pension Fund,
- (vii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (viii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (v) above,

- Lease*
- (ix) at law in relation to the Third Party ~~Release~~ Security
    - (a) all right, title, interest and benefit present and future in, to and under the Third Party Lease Security,
    - (b) the indebtedness secured by the fixed and floating Charges created by the Third Party Lease Security,
    - (c) the benefit of all covenants and obligations relating to the Third Party Lease Security, and
    - (d) all powers and remedies for enforcing the rights listed in subparagraphs (a) – (c) above,
  - (x) its goodwill, and
  - (xi) its uncalled capital,
- other than, in each case, the Excluded Assets and the Excluded Cayman Real Property

### 3.2 Assignments

- (a) As continuing security for the payment and discharge of the Secured Obligations, each Chargor assigns and agrees to assign absolutely as beneficial owner to the Security Agent as trustee for the Secured Parties (subject to re-assignment on redemption) all of its right, title and interest from time to time in and to each of the following assets (save to the extent that same are Excluded Asset)
  - (i) the proceeds of any Insurance and all Related Rights including the benefit of all its right, title and interests in respect of any Criminal Damage Claim and all rights to any compensation or other amounts due to or to be paid to each Chargor under the aforesaid Criminal Damage Order (other than such proceeds arising in connection with Excluded Assets),
  - (ii) each Relevant Contract, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it and all Related Rights,
  - (iii) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Agent to perfect its rights thereunder or under this Deed) entered into by or given to a Chargor in respect of the Real Property including all
    - (1) claims, remedies, awards or judgments paid or payable to that Chargor (including, without limitation, all liquidated and ascertained damages payable to that Chargor in respect of the items referred to), and
    - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property, and



- (iv) all rights and claims (including all Related Rights) relating to any Security Account, and
- (v) the Guarantee Co Constitutional Documents and any other rights or interests in Guarantee Co
- (b) To the extent that any such right, title and interest described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that any such right, title and interest described in paragraph (a) above does not fall within any paragraph of Clause 3.1 (*Fixed Charges*) and are not effectively assigned under paragraph (a) or (b) above, as security for the payment and discharge of the Secured Obligations, each Chargor charges by way of first fixed charge all of its rights, title and interest under each agreement and document to which it is a party (excluding the Excluded Assets)

### **3.3 Floating charge**

- (a) Each Chargor as beneficial owner charges in favour of the Security Agent as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations by way of a first floating charge all of its present and future assets and undertakings whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed, including the Operating Accounts, but excluding the Excluded Assets and Excluded Cayman Real Property
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations
- (c) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989

### **3.4 Crystallisation: By notice**

- (a) Except as provided below, the Security Agent may at any time by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if
  - (i) an Event of Default has occurred and is continuing,
  - (ii) the Security Agent reasonably considers Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
  - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 7 (*Restrictions on dealings*)
- (b) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or

- (ii) anything done with a view to obtaining a moratorium, under section A1 of the Insolvency (Northern Ireland) Order 1989
- (c) The giving by the Security Agent of a notice under paragraph (a) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Secured Party under this Deed or any other Finance Document

### 3.5 Crystallisation: Automatic

Notwithstanding Clause 3 1 (*Crystallisation By notice*), the floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law), automatically and without notice, with immediate effect convert into a fixed charge over all of each Chargor's Security Assets subject to the floating charge if

- (a) a Chargor creates or attempts to create any Security Interest (other than any Security Interest permitted under clause 21 4 (*Negative Pledge*) of the Facility Agreement or the HCN Security over any Excluded Asset) over any of the Security Assets,
- (b) a person levies or attempts to levy any distress, execution or other process against any of the Security Assets,
- (c) a meeting is convened of the members of a Chargor to consider a resolution to wind up that Chargor up (or not to wind up that Chargor), or a resolution is passed, a petition is presented or an order is made for the winding-up, dissolution, administration or re-organisation of a Chargor or an administrator is appointed to a Chargor,
- (d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to a Chargor or files such notice with the court or the Security Agent receives notice of an intention to appoint an administrator, or
- (e) a presentation or an application is made for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of any of the Security Assets of the Chargors subject to the floating charge

### 3.6 Reversion

- (a) Each Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Real Property mortgaged by Clause 3 1(a) of this Deed in trust for the Security Agent as trustee for the Secured Parties and agrees to assign, convey or dispose of the same as the Security Agent may direct (subject to the proviso for redemption contained herein) and the Security Agent may at any time during the continuance of the security hereby created remove a Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this Clause 3 7 and on the removal of the Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place,
- (b) The Chargor hereby attorns tenant to the Security Agent of any part of the Real Property mortgaged by Clause 3 1(a) at the yearly rent of five pence (if demanded) provided always that the Security Trustee may at any time without notice to the Chargor determine the tenancy hereby created and enter upon such part of the aforesaid Real Property but so that neither the receipt of the

said rent nor the said tenancy shall render the Security Agent liable to account to any person as mortgagee in possession

#### **4. REPRESENTATIONS AND WARRANTIES**

##### **4.1 Nature of security**

Each Chargor represents and warrants to each Secured Party that

- (a) other than as permitted by this Deed or under the Facility Agreement, it has not sold or granted (or agreed to sell or grant) any right of pre-emption over, or any lease or tenancy of or otherwise disposed of, the benefit of its right, title and interest in and to any of the Security Assets,
- (b) subject to the Legal Reservations this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise,
- (c) no authorisation, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either
  - (i) the grant by each Chargor of the Security purported to be created in favour of the Security Agent under this Deed, or
  - (ii) the exercise by the Security Agent of any rights (voting rights or otherwise) or remedies in respect of the Security Assets (whether specifically granted or created under this Deed or created or provided for by applicable law),
- (d) the Security Assets are free from any Security Interest (other than any Security Interest created pursuant to this Deed or any Security Interest expressly permitted pursuant to Clause 7 (*Restrictions on Dealings*))

##### **4.2 Investments**

Each Chargor represents and warrants to each Secured Party that

- (a) all Charged Shares it owns as at the date of this Deed or at the date of the Deed of Accession by which it became a party to this Deed is identified at Part 2 of Schedule 2 (*Security Assets*) opposite its name or in Part 3 of the schedule to any Deed of Accession by which it became a party to this Deed (as the case maybe),
- (b) its Investments are duly authorised, validly issued and fully paid,
- (c) its Investments are not subject to any option to purchase or similar right,
- (d) each Charged Company is a company incorporated with limited liability,
- (e) no shares, stocks, debenture, warrants, coupon or other securities are investments, other than the Charged Shares, have been issued by the Charged Company,
- (f) the constitutional documents of each Charged Company do not and could not restrict or inhibit (whether absolutely, partly, under a discretionary power or otherwise) any transfer of those shares on creation or enforcement of this Security,
- (g) except as provided in the Equity Documents, there are no agreements in force which provide for the issue or allotment of, or grant any person in the right to call for the issue or allotment of, any share or loan capital of any Charged Company (including any option or right of pre-emption or conversion)

##### **4.3 Relevant Contracts**

Each Chargor represents to each Secured Party that

- (a) all agreements or contracts to which any Chargor is party at the date of this Deed or at the date of the Deed of Accession by which it became a party to this Deed and which have been designated Relevant Contracts is identified in Part 3 of Schedule 2 (*Security Assets*) opposite its name or in Part 3 of the Schedule to any Deed of Accession by which it became a party to this Deed (as the case may be),
- (b) all payments to it by any other party to any of its Relevant Contracts are not subject to any right of set-off or similar right,
- (c) there is no prohibition on assignment in any of its Relevant Contracts,

#### **4.4 Intellectual Property**

Each Chargor represents to each Secured Party that as at the date of this Deed or, if later, date it became a Party

- (a) all Intellectual Property Rights which are material to its business are identified in Part 4 of Schedule 2 (*Security Assets*) opposite its name or Part 5 of the schedule to any Deed of Accession by which it became party to this Deed, and
- (b) is not aware of any circumstances relating to the validity, subsistence or use of any of its Intellectual Property Rights which could reasonably be expected to have a Material Adverse Effect

#### **4.5 Security Accounts**

Each Chargor represents to each Secured Party that all its bank accounts (other than the Resident's Accounts) at the date of this Deed or at the date of the Deed of Accession by which it became a party to this Deed are specified in Part 5 of Schedule 2 (*Security Assets*) opposite its name or in Part 6 of the schedule to any Deed of Accession by which it became party to this Deed

#### **4.6 Insurances**

Each Chargor represents to each Secured Party that all its the insurance policies at the date of this Deed or at the date of the Deed of Accession by which it became a party to this Deed are specified in Part 6 of Schedule 2 (*Security Assets*) opposite its name or in Part 7 of the schedule to any Deed of Accession by which it became party to this Deed

#### **4.7 Times for making representations and warranties**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made by each Chargor listed in Schedule 1 (*The Chargors*) on the date of this Deed
- (b) Each representation and warranty under this Deed is deemed to be repeated by
  - (i) each Chargor which becomes a party to this Deed pursuant to a Deed of Accession, on the date on which that Chargor becomes a Chargor, and
  - (ii) each Chargor on each date during the Security Period that representations are repeated under the Facility Agreement
- (c) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition

### **5. PERFECTION REQUIREMENTS**

#### **5.1 Real Property - Deposit of title deeds**

- (a) Each Chargor shall upon execution of this Deed (or upon execution of the Deed of Accession by which it becomes party to this Deed), deliver (or procure delivery) to the Security Agent in accordance with the requirements set out in Part 2 of Schedule 2 (*Conditions Precedent*) of the Facility Agreement, and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to its Real Property and all local land charges, land charges and Land Registry of Northern Ireland search certificates and similar documents received by it or on its behalf, and
- (b) upon the acquisition by that Chargor of any interest in any Real Property following the date of this Deed, promptly deliver (or procure delivery) to the Security Agent, and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents of title relating to the relevant Real Property or an undertaking acceptable to the Security Agent to hold the same and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf

## 5.2 Real Property - The Land Registry

- (a) If the title to any Real Property is registered at the Land Registry of Northern Ireland or required to be so registered, each Chargor shall promptly give the Land Registry of Northern Ireland written notice of the first fixed mortgage or charge created pursuant to Clause 3.1 (*Fixed Charges*) and ensure that this Security is correctly noted in the Folio(s) against that title at the Land Registry of Northern Ireland
- (b) Each Chargor consents to an inhibition in the following terms being recorded on the title relating to any Real Property registered at the Land Registry of Northern Ireland  

"Except under an order of the Registrar no disposition or dealing is to be registered or noted without the consent of the Registered Owner for the time being of the charge or mortgage dated [     ]"
- (c) Each Chargor consents to an application being made to Land Registry of Northern Ireland to enter the obligation to make further advances on the Folio(s) of any registered land forming part of the Real Property the subject of this mortgage or charge (where possible to do so)
- (d) If the title to any Real Property is not registered at the Land Registry of Northern Ireland, a Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act (Northern Ireland) 1970 as the Registered Owner of all or any part of the Real Property, without the prior written consent of the Security Agent
- (e) Whether or not title to any Real Property is registered at the Land Registry of Northern Ireland, if any caution against first registration or any notice (whether agreed or unilateral) or inhibition is registered against a Chargor's title to the Real Property, that Chargor shall immediately provide the Security Agent with full particulars of the circumstances relating to such caution, inhibition or notice. If such caution, inhibition or notice was registered to protect a purported interest the creation of which is not permitted under this first fixed mortgage or charge, that Chargor shall immediately and at its own expense take such steps as the Security Agent may reasonably require to ensure that the caution, inhibition or notice, as applicable, is withdrawn or cancelled

## 5.3 Head Leases / Lease Documents

In respect of any Headlease or Lease Document under which both the term of years demised by that Headlease or Lease Document (as the case may be) ("**Term**") and the reversion immediately expectant on the termination of the Term ("**Reversion**") is vested in a member of the Group, each party to such Headlease or Lease Document (as the case may be) consents to each Chargor granting the Security of the Term or the Reversion (as the case may be) pursuant to this Deed

#### **5.4 Investments**

- (a) Each Chargor shall
- (i) on the date of this Deed or any Deed of Accession by which it became party to this Deed, and upon the acquisition by that Chargor of any interest in any Investment, and
  - (ii) promptly, if reasonably requested by the Security Agent from time to time, upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments,
- in each case, notify the Security Agent of that occurrence and deposit with the Security Agent (or procure the deposit of)
- (1) all certificates, bearer instruments or other documents of title or evidence of ownership in relation to any Investments representing such items held or acquired by, or on behalf of, that Chargor,
  - (2) such stock transfer forms or other instruments of transfer (executed on behalf of the relevant Chargor in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank) in respect thereof as the Security Agent may request,
  - (3) any document or thing which the Security Agent may reasonably request with a view to perfecting or improving its security over the Investments or to registering any Investments in its name or the name of any nominee(s) upon an Enforcement Event, and
  - (4) a duly executed declaration of trust in respect of any Investments which is not in the sole name of a Chargor
- (b) The Security Agent may, at any time after this Security has become enforceable, complete the instruments of transfer on behalf of a Chargor in favour of itself or such other person as it shall select. In connection with such transfer, each Chargor shall take any action and execute and deliver to the Security Agent any additional share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to that Investment, this includes
- (i) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank, and
  - (ii) procuring that those share transfers are registered by the Charged Company in which the Investments are held in the share register of that Charged Company and that share certificates in the name of the transferee are delivered to the Security Agent

#### **5.5 Intellectual Property**

Each Chargor must promptly, if reasonably requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property Rights (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed

## **5.6 Notices of assignment**

- (a) Each Chargor must
- (i) promptly on the date of this Deed or any Deed of Accession by which it became party to this Deed and on the date of entry into that Relevant Contract (as appropriate) serve a notice of the assignment by way of security of its rights, title and interest in and to any Relevant Contract under this Deed, substantially in the form of Part 1 of Schedule 5 (*Forms of letter for Relevant Contracts*), on each of the other parties to each of its Relevant Contracts, and
  - (ii) use reasonable endeavours to ensure that each of those other parties acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of letter for Relevant Contracts*) within 14 days of the date of this Deed or any Deed of Accession by which it became party to this Deed and on date of entry into that Relevant Contract (as appropriate),
  - (iii) promptly on the date of this Deed or any Deed of Accession by which it became party to this Deed and on the date of designation of a particular account as a Security Account (as appropriate), give notice to each Account Bank of the assignment by way of security of its rights and claims to its Blocked Accounts under this Deed by sending a notice substantially in the form of Part 3 of Schedule 3 (*Forms of letter for Security Accounts*), and
  - (iv) use reasonable endeavours to procure that each such Account Bank acknowledges that notice to the Security Agent in the form of Part 4 of Schedule 3 (*Forms of letter for Security Accounts*) within 3 Business Days of the date of this Deed or any Deed of Accession by which it became party to this Deed and on the date of designation of a particular account as a Blocked Account (as appropriate), and
  - (v) promptly on the date of this Deed or any Deed of Accession by which it became a party to this Deed and on the date of completion of any Lease Document where the tenant is not a member of the Group or a subsidiary of an Obligor serve a notice of the assignment by way of security of its rights, title and interest in and to all rents (payable under such Lease of Lease Documents) under this Deed, substantially in the form of Part 5 of Schedule 5 (*Forms of Letter for Relevant Contracts*), on each of the tenants under such Lease Documents, and
  - (vi) promptly on the date of this Deed or any Deed of Accession by which it became party to this Deed and on the date of entry into that Insurance (as appropriate), give notice of the assignment by way of security of its rights, title and interest in and to the proceeds of its Insurances under this Deed to each of the other parties to each of the Insurances by sending a notice substantially in the form of Part 1 of Schedule 4 (*Forms of letter for Insurances*), and

- (vii) use reasonable endeavours to ensure that each such other party delivers a letter of undertaking to the Security Agent in the form of Part 2 of Schedule 4 (*Forms of letter for Insurances*) within 14 days of the date of this Deed or any Deed of Accession by which it became party to this Deed and on the date of entry into that Insurance (as appropriate)
- (b) Where a counterparty (a "**Counterparty**") to an assignor or chargor of a Relevant Contract under this Deed is a party to this Deed, the Counterparty
  - (i) acknowledges that it has been notified of the relevant assignment or charge by being a party to this Deed, and
  - (ii) consents to the relevant assignment or charge of the Relevant Contract to the extent that such consent is necessary or required under the terms of the Relevant Contract
- (c) No notice or acknowledgment is required to be given under this Clause 6.6 (*Notices of assignment*) in respect of any Relevant Contract to the extent that the Counterparty gives an acknowledgement pursuant to sub-paragraph (b)(i) above
- (d) Each relevant Chargor shall promptly pay all fees and costs (together with any VAT thereon) payable from time to time by or on behalf of any Chargor to Carey Olsen (and any successor to its business) in connection with Carey Olsen holding certain title deeds and documents of title on behalf of certain Chargors and referred to in an undertaking given by Carey Olsen in favour of the Security Agent on or about the Closing Date

## 6. FURTHER ASSURANCES

### 6.1 Further Assurance: General

- (a) Each Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s)
  - (i) to perfect the security created or intended to be created in respect of the Security Assets or for the exercise of the Security Rights,
  - (ii) to confer on the Security Agent security over any property and assets of each Chargor located in any jurisdiction outside Northern Ireland equivalent or similar to the security intended to be conferred by or pursuant to this Deed or any Deed of Accession,
  - (iii) to facilitate the exercise of any Security Right, and/or
  - (iv) (after the occurrence of the Enforcement Event) to facilitate the realisation of the Security Assets

This includes

- (1) the re-execution of this Deed,
- (2) the execution by a Chargor of any mortgage, charge, transfer, conveyance, assignment or assurance of or over all or any of the assets constituting, or intended to constitute, Security Assets (but excluding for the avoidance of doubt the Excluded Assets), and
- (3) the giving of any notice, order or direction and the making of any filing or registration,



which, in any such case, the Security Agent may think expedient

## **6.2 Necessary Action**

Each Chargor 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 Security Agent by or pursuant to this Deed or any Deed of Accession

## **6.3 Implied Covenants for Title**

The obligations of the Chargors under this Deed or any Deed of Accession shall be in addition to the covenants for title deemed to be included in this Deed or any Deed of Accession by virtue of the 1881 Act. It shall be implied in respect of clause 3 herein (*Fixed Charges, Assignments and Floating Charges*) that the Chargor is disposing of the Security Assets free from all charges and encumbrances, (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) subject as disclosed in the Reports and save for Permitted Security

## **6.4 Information and Access**

The Company shall from time to time on reasonable request of the Security Agent, furnish the Security Agent with such information as the Security Agent may reasonably require about any Chargor's business and affairs, the Security Assets and its compliance with the terms of this Deed and each Chargor shall permit the Security Agent, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice to (a) inspect and take copies and extracts from the books, accounts and records of the Chargors or any Charged Company and (b) to view the Security Assets (without becoming liable as mortgagee in possession)

## **6.5 Offshore assurances**

- (a) Each Chargor shall promptly pay any fees or costs payable to Carey Olsen in connection with the undertaking given by Carey Olsen in favour of the Security Agent on or about the Closing Date (the **CO Undertaking**) in respect of retention of agreements for lease, deeds and other documents of title
- (b) The Security Agent covenants and undertakes that it shall not request or bring or cause to be brought in or knowingly permit to be brought in to the United Kingdom of Great Britain and Northern Ireland any executed part or copy of any Jersey Agreement for Lease duly executed by any of the parties thereto
- (c) Notwithstanding the provisions of paragraph (b) above, the undertaking and covenant in paragraph (b) above shall not be considered breached where any Jersey Agreement for Lease (or any counterpart duplicate thereof) is brought into the United Kingdom of Great Britain and Northern Ireland for the purposes of enforcement or the protection or perfection of rights granted under or pursuant to any Jersey Agreement for Lease or in order to comply with any lawful law, order regulation or direction of any governmental administrative body, authority or department or to comply with any lawful requirement of any officer administering legislation or regulation imposing stamp duty or other duty on or in respect of any Jersey Agreement for Lease (or any counterpart or duplicate thereof)
- (d) For the purposes of this Clause 6.5 (*Offshore assurances*), "**Jersey Agreement for Lease**" means each agreement for lease held by Carey Olsen pursuant to the CO Undertaking

## **7. RESTRICTIONS ON DEALINGS**

No Chargor may

- (a) create or permit to subsist any Security Interest on any of its Security Assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, lease, transfer or otherwise dispose of all or any part of its Security Assets, including
  - (i) by executing any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Security Asset,
  - (ii) by creating any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Security Asset,
  - (iii) (A) by granting or varying, or accepting any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Security Asset or (B) by allowing any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Security Asset, which may, in each case, adversely affect the value of any of the Security Asset or the ability of the Security Agent to exercise any of the Security Rights, or
  - (iv) by assigning or otherwise disposing of any interest in any Security Account and no right, title or interest in relation to any Security Account maintained with the Security Agent, or the credit balance standing to any such Security Account shall be capable of assignment or other disposal

unless in each case, pursuant to a Permitted Disposal, a Permitted Security or otherwise as permitted or consented to under the Facility Agreement

## **8. REAL PROPERTY**

### **8.1 Repair**

Each Chargor must

- (a) keep its Premises in good and substantial repair and condition to the reasonable satisfaction of the Security Agent, and
- (b) keep its Fixtures in a good state of repair and in good working order and condition to the reasonable satisfaction of the Security Agent, and
- (c) not at any time without the prior written consent of the Security Agent sever or remove any of the Fixtures or any of the Plant and Machinery (other than stock in trade or work in progress) on or in the Real Property

### **8.2 Compliance with lease terms and covenants**

Each Chargor must

- (a) pay the rents (if lessee) and observe and perform all the material terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Real Property,
- (b) not do or allow to be done any act as a result of which any lease comprised in its Real Property may become liable to determination or any right of re-entry or forfeiture or otherwise be terminated prior to the expiration of its term,

- (c) duly and punctually comply with all material covenants and stipulations affecting the Real Property or the facilities (including access) necessary for the enjoyment and use of the Real Property and indemnify each Secured Party in respect of any breach of those covenants and stipulations,
- (d) fundamentally notify the Security Agent of any matter or event under or by reason of which any lease (if lessee) has or is reasonably likely to become subject to determination or forfeiture or if any notice of forfeiture is received by it, and
- (e) use best endeavours to obtain (in form and content satisfactory to the Security Agent) as soon as possible an acknowledgement from the lessor under any lease addressed to the Security Agent confirming such lessor will not commence any forfeiture proceedings without first consulting the Security Agent

### **8.3 Acquisitions**

If a Chargor acquires any freehold or leasehold property after the date of this Deed, it must

- (a) notify the Security Agent immediately,
- (b) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a fixed mortgage or charge in favour of the Security Agent of that property in any form (consistent with this Deed) which the Security Agent may require,
- (c) if the title to that freehold or leasehold property is registered at the Land Registry of Northern Ireland or the Registry of Deeds, Belfast (as applicable) or required to be so registered, give the Land Registry on written notice of this Security or apply for any unregistered property subject to compulsory first registration at that time; and
- (d) if applicable, ensure that this Security is correctly noted on the Land Certificate(s) against that/those Folio(s) at the Land Registry of Northern Ireland or at the Registry of Deeds, Belfast (as applicable)

### **8.4 Notices**

Each Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to its Real Property (or any part of it) which would or would be reasonably likely to have a material adverse effect on the value, saleability or use of any of the Real Property

- (a) deliver a copy to the Security Agent, and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement,

### **8.5 Leases**

No Chargor may in respect of its Real Property (or any part of it) without the prior written consent of the Security Agent

- (a) grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy,
- (b) agree to any amendment or waiver or surrender of any lease or tenancy,
- (c) commence any forfeiture proceedings in respect of any lease or tenancy,

- (d) confer upon any person any contractual licence or right to occupy,
- (e) consent to any assignment of any tenant's interest under any lease or tenancy,
- (f) agree to any rent reviews in respect of any lease or tenancy, or
- (g) serve any notice on any former tenant under any lease or tenancy (or any guarantor of that former tenant) which would entitle it to a new lease or tenancy

## **8.6 Development**

No Chargor may

- (a) make or permit others to make any application for planning permission in respect of any part of the Real Property, or
- (b) carry out or permit to be carried out on any part of the Real Property any development for which the permission of the local planning authority is required,

except for the maintenance of buildings, plant, machinery, fixtures and fittings in accordance with the Transaction Documents or the carrying out of non-structural alterations which affect the interior of any building at the Real Property (save for improvements or alterations which affect the number of bedrooms at the relevant Real Property) as part of carrying on its principal business where it would not or would not be reasonably likely to have a material adverse effect on the value, saleability or use of the Real Property or the carrying on of the principal business of that Chargor and provided that Chargor complies with and observes and performs (i) all applicable requirements of all planning and environmental legislation, regulations and bye-laws relating to the Real Property, (ii) any conditions attaching to any planning permissions relating to or affecting the Real Property and (iii) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Real Property

## **8.7 Investigation of title**

Each Chargor must grant the Security Agent or its lawyers on request all facilities within the power of that Chargor to enable the Security Agent or its lawyers (at the expense of that Chargor) after this Security has become enforceable to

- (a) carry out investigations of title to the Real Property,
- (b) carry out surveys and inspections (including intrusive surveys and inspections) at any Real Property,
- (c) make such enquiries in relation to any part of the Real Property as a prudent mortgagee might carry out

## **8.8 Report on Title**

Each Chargor must, as soon as practicable after a request by the Security Agent, supply the Security Agent with

- (a) a Report on Title of that Chargor to its Real Property in respect of which the relevant Chargor shall make and confirm all representations (for the benefit of the Security Agent) made by or on behalf of the Chargor in such Report on Title, and
- (b) a state and condition survey of the relevant Real Property, and

- (c) such other report, survey or certification in respect of the Real Property, in each case concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature

## **8.9 Power to remedy**

If a Chargor fails to perform any covenant or stipulation or any term of this Deed affecting its Real Property, that Chargor must allow the Security Agent or its agents and contractors

- (a) to enter any part of its Real Property,
- (b) to comply with or object to any notice served on that Chargor in respect of its Real Property, and
- (c) to take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, stipulation or term or to comply with or object to any such notice

That Chargor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause and, pending reimbursement, that payment will constitute part of the Secured Obligations and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with Clause 22.2 (*Interest*)

## **9. INVESTMENTS**

### **9.1 Changes to rights**

No Chargor may (except to the extent permitted by this Deed and the Facility Agreement) take or allow the taking of any action on its behalf which may result in the rights or liabilities attaching to any of its Investments being altered or further shares being issued

### **9.2 Calls**

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to pay any calls and other payments due and payable in respect of any of its Investments, the Security Agent may (at its discretion) pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this paragraph (b) and, pending reimbursement, that payment will constitute part of the Secured Obligations and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with Clause 22.2 (*Interest*)

### **9.3 Other obligations in respect of Investments**

- (a) (i) Each Chargor must comply with all reasonable requests for information which is within its knowledge and which it is required to comply with by law (including Part 22 and other relevant provisions of the Companies Act 2006) or under the constitutional documents relating to any of its Investments. If a Chargor fails to do so, the Security Agent may elect to provide any information which it may have on behalf of that Chargor
- (ii) Each Chargor must promptly supply a copy to the Security Agent of any information referred to in sub-paragraph (i) above and promptly

upon receipt send to the Security Agent copies of all material formal notices, circulars, reports, accounts and other documents, which are received by any Chargor or any of its nominees, in connection with any Investments

- (b) It is acknowledged and agreed that notwithstanding anything to the contrary contained in this Deed, each Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of any of its Investments. In particular, no Secured Party will be required in any manner to
- (i) perform or fulfil any obligation of a Chargor,
  - (ii) make any payment,
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor,
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount, or
  - (v) take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise,
- in respect of any Investments

#### **9.4 Voting rights and dividends: Operation before Event of Default**

- (a) Until the occurrence of an Event of Default that is continuing, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments, provided that it shall not exercise such voting rights, powers and other rights in a manner which would result in, or otherwise permit or agree to, (i) any variation of the rights attaching to or conferred by any of the Investments which is prejudicial to the interests of the Secured Parties or which conflict or derogate from any Finance Documents or (ii) any increase in the issued share capital of a Charged Company, which would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Deed
- (b) Until the occurrence of an Event of Default that is continuing, if the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose
- (c) Subject to the terms of the Facility Agreement, until the occurrence of an Event of Default that is continuing, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. To achieve this
- (i) if the relevant Investments have been registered in the name of the Security Agent or its nominees, the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor, or

- (ii) if payment is made directly to the Security Agent (or its nominee) before the Security has become enforceable, the Security Agent (or that nominee) will promptly pay that amount to the relevant Chargor
- (d) Until the occurrence of an Event of Default that is continuing, the Security Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments

#### **9.5 Voting rights and dividends: Operation after Event of Default**

- (a) Following the occurrence of an Event of Default that is continuing, the Security Agent or its nominee may
  - (i) exercise or refrain from exercising any voting rights in respect of the Investments, and
  - (ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 17 (*Application of Proceeds*),
  - (iii) transfer the Charged Shares into the name of such nominee(s) of the Security Agent as it shall require, and
  - (iv) exercise or refrain from exercising any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor or registered holder and irrespective of any direction given by any Chargor or registered holder

- (b) To the extent that the Investments remain registered in the names of the Chargors, each Chargor hereby irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after an Event of Default has occurred and is continuing
- (c) Each Chargor must indemnify the Security Agent and its nominee against any loss or liability incurred by the Security Agent or its nominee as a consequence of the Security Agent or its nominee acting in respect of its Investments on the direction of that Chargor

#### **9.6 Clearance systems**

- (a) Each Chargor must, if so requested by the Security Agent
  - (i) instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system, and
  - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system
- (b) Without prejudice to the rest of this Clause 9 (*Investments*), the Security Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary

#### **9.7 Custodian arrangements**

Each Chargor must

- (a) promptly give notice of this Deed to any custodian of any Investments in any form which the Security Agent may reasonably require, and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

## 10. SECURITY ACCOUNTS

- (a) A change in Account Bank only becomes effective when the new Account Bank acknowledges, in accordance with the notices served pursuant to Clause 5.6 (Notices of Assignment), as applicable, the Security Interests created by the relevant Chargor over its Security Accounts pursuant to the terms of this Deed
- (b) If there is a change of Account Bank, the net amount (if any) standing to the credit of the Security Accounts maintained with the old Account Bank will be transferred to the corresponding Security Accounts maintained with the new Account Bank immediately upon the appointment taking effect and each Chargor hereby irrevocably gives all authorisations and instructions necessary for any such transfer to be made
- (c) Each Chargor
  - (i) must take any action which the Security Agent may require to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms), and
  - (ii) irrevocably appoints the Security Agent as its attorney (on the terms set out in Clause **Error! Reference source not found.** (*Power of attorney*)) to take any such action if that Chargor should fail to do so

## 11. RELEVANT CONTRACTS

### 11.1 Undertakings

Each Chargor must

- (a) promptly notify the Security Agent and any Receiver of any circumstances which that Chargor may become aware of and which may give rise, or may reasonably be expected to give rise, to a claim under the Relevant Contract, and
- (b) notify the Security Agent and any Receiver of the entry by that Chargor after the date of this Agreement into any Relevant Contracts and supply the Security Agent and any Receiver with copies of each of its Relevant Contracts and any information and documentation relating to any of its Relevant Contracts reasonably requested by the Security Agent or any Receiver

### 11.2 Rights

Following the occurrence of an Event of Default that is continuing, the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the Chargor) any of that Chargor's rights under its Relevant Contracts

## 12. WHEN SECURITY BECOMES ENFORCEABLE

### 12.1 Timing

This Security will become immediately enforceable upon the occurrence of an Enforceable Event and at any time subsequently or if the Company requests the Security Agent to exercise any of its powers under this Deed



## **12.2 Enforcement**

After this Security has become enforceable, the Security Agent may, without notice to the Chargors or prior authorisation from any court, in its absolute discretion

- (a) enforce all or any part of this Security at the times, in the manner and on the terms it sees fit (or as the Majority Lenders direct) and take possession of and hold or dispose of all or any part of the Security Assets, and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the 1881 and 1911 Act (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers

## **13. ENFORCEMENT OF SECURITY**

### **13.1 General**

- (a) The power of sale or other disposal and any other power conferred on a mortgagee by law (including under section 19 of the 1881 Act) as varied or amended by this Deed will be immediately exercisable at any time after this Security has become enforceable
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed
- (c) Any restriction imposed by law on the power of sale (including under section 20 of the 1881 Act) or the right of a mortgagee to consolidate mortgages (including under section 17 of the 1881 Act) does not apply to this Security or to the exercise by the Security Agent of its right to consolidate all or any of the Security with any other security in existence at the time or to its power of sale, which powers may be exercised by the Security Agent without notice to any Chargor on or at any time after this Security has become enforceable
- (d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent and any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options on such terms as the Security Agent or any Receiver may think fit and without the need to comply with any restrictions conferred by law (including under section 18 of the 1881 Act or section 3 of the 1911 Act)

### **13.2 Right of Appropriation**

- (a) To the extent that any of the Security Assets constitute “financial collateral” and this Deed and the obligations of the Chargor under this Deed constitute a “security financial collateral arrangement” (in each case of the purpose of and as defined in the Financial Collateral Arrangement CNo 2) Regulations 2003 (SI 2003 No 3226) as amended, including by the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010 (SI 2010 No 2993) (the “**Regulations**”) the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (b) For the purpose of paragraph (a) above, the parties agree that the value of the financial collateral appropriated shall be (i) in each case of cash, the amount standing to the credit of each of the Security Accounts, together with any accrued by unposted interest, at the time the right of appropriation is exercised, and (ii) in the case of Investments, the market price of such Investments determined by the Security Agent by reference to a public index of by such

other process as the Security Agent reasonably determines (including an independent investment or accountancy firm of national standing selected by it) In each case, the parties agree that the method of valuation provided for this Deed shall constitute a commercially reasonable method of valuation for the purpose of the Regulations

### **13.3 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset

- (a) to account as mortgagee in possession or for any loss on realisation, or
- (b) for any neglect, default or omission in connection with a Security Asset for which a mortgagee or a mortgagee in possession might otherwise be liable

### **13.4 Privileges**

The Security Agent and each Receiver is entitled to all the rights powers, privileges and immunities conferred by law (including the 1881 Act and the 1911 Act) on mortgagees and receivers duly appointed under any law (including the 1881 Act and the 1911 Act)

### **13.5 Protection of third parties**

- (a) No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire
  - (i) whether the Secured Obligations have become payable,
  - (ii) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
  - (iii) whether any money remains due under the Finance Documents, or
  - (iv) how any money paid to the Security Agent or to that Receiver is to be applied
- (b) The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit

### **13.6 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to itself, and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer on any Security Asset, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the reasonable costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest and, pending reimbursement, that payment will constitute part of the Secured Obligations and shall carry interest from the date of

payment by the Security Agent until reimbursed at the rate and in accordance with Clause 22.2 (*Interest*)

### **13.7 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or any Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

## **14. APPOINTMENT OF ADMINISTRATOR**

- (a) Subject to the Insolvency (Northern Ireland) Order 1989, at any time and from time to time after this Security becomes enforceable, or if any Chargor so requests the Security Agent in writing from time to time, the Security Agent may appoint any one or more qualified persons to be an Administrator of a Chargor, to act together or independently of the other or others appointed (to the extent applicable)
- (b) Any such appointment may be made pursuant to an application to court under paragraph 13 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 (Administration application) or by filing specified documents with the court under paragraphs 14 - 21 of Schedule B1 of the Insolvency (Northern Ireland) Order 1989 (Appointment of administrator by holder of floating charge)
- (c) In this Clause "**qualified person**" means a person who, under the Insolvency (Northern Ireland) Order 1989, is qualified to act as an Administrator of any company with respect to which he is appointed

## **15. RECEIVER**

### **15.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may (acting through an authorised officer of the Security Agent) without prior notice to any Chargor appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - (i) this Security has become enforceable, or
  - (ii) a Chargor so requests the Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 24 of the 1881 Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of obtaining a moratorium (or anything done with a view to obtaining a moratorium) pursuant to Schedule A1 of the Insolvency (Northern Ireland) Order 1989 except with the leave of the court
- (e) The Security Agent may not appoint an administrative receiver (as defined in the Insolvency (Northern Ireland) Order 1989 (as amended)) over the Security Assets if the Security Agent is prohibited from so doing by the Insolvency (Northern Ireland) Order 1989 and no exception to the prohibition on appointing an administrative receiver applies

### **15.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint one or more persons to be a Receiver in the place of any Receiver whose appointment may for any reason have terminated

### **15.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 24(6) of the 1881 Act) will not apply

### **15.4 Agent of each Chargor**

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the 1881 Act. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of, and remuneration payable to, a Receiver and for liabilities incurred by a Receiver
- (b) No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

### **15.5 Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver. No Receiver shall at any time act as agent for the Security Agent

## **16. POWERS OF RECEIVER**

### **16.1 General**

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency (Northern Ireland) Order 1989 (as amended), and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1881 Act and the 1911 Act and the Insolvency (Northern Ireland) Order 1989 (as amended) (including, for the avoidance of doubt, those set out in Schedule 1 of the Insolvency (Northern Ireland) Order 1989)
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

### **16.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset (including rent and other income accrued from time to time)

### **16.3 Calls**

A Receiver may make, or require the directors of a Chargor to make, calls upon the holders of share capital of that Chargor which remains uncalled and to enforce payment of such calls and any previous unpaid calls by taking proceedings

#### **16.4 Carry on business**

A Receiver may carry on and manage, or concur in the carrying on and management of or to appoint a manager of, the whole or any part of any business of any Chargor in any manner he thinks fit

#### **16.5 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor and employ, engage, dismiss or vary the terms of employment or engagement of employees, workmen, servants, officers, managers, agents and advisers on such terms as to remuneration and otherwise as he shall think fit including power to engage his own firm in the conduct of the receivership

#### **16.6 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

#### **16.7 Redemption of security**

A Receiver may redeem, discharge or compromise any security whether or not having priority to all or any part of the security constituted pursuant to this Deed

#### **16.8 Covenants, guarantees and indemnities**

A Receiver may enter into such bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities

#### **16.9 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- (c) Fixtures may be severed and sold separately from the property containing them without the consent of the relevant Chargor

#### **16.10 Contracts**

A Receiver may enter into any contract or arrangement and perform, repudiate, rescind or vary any contract to which a Chargor is a party

#### **16.11 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

#### **16.12 Landlord and Tenant**

A Receiver may make allowances to and re-arrangements (including granting any licences and operating any rent reviews) with any lessees, tenants or persons from whom rents and profits may be receivable and to exercise any powers and discretions conferred on a landlord or a tenant by any statutory provision from time to time in force

#### **16.13 Acquisitions**

A Receiver may purchase, lease, hire or acquire any assets or rights which he shall in his absolute discretion consider necessary or desirable for the carrying on, improvement or realisation of, or for the benefit of, the whole or any part of the Security Assets or the business of any Chargor

#### **16.14 Compromise**

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

#### **16.15 Legal actions**

A Receiver may bring, prosecute, enforce, defend, negotiate and abandon any action, suit or proceedings in connection with the business of a Chargor, all or any party of any Security Asset or this Security which he thinks fit

#### **16.16 Receipts**

A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **16.17 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor or supervise, control and finance any existing or new Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

#### **16.18 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **16.19 Lending**

A Receiver may lend money or advance credit to any customer of any Chargor

#### **16.20 Protection of assets**

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation,
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation, and
- (d) effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees,

in each case as he thinks fit

#### **16.21 Other powers**

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or which seem to the Receiver to be incidental or conducive to (i) any of the functions, rights, powers, authorities or discretions conferred on or vested in him, (ii) the exercise of the Security Rights (including the realisation of all or part of the Security Assets) or (iii) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Security Assets, and
- (b) use the name of any Chargor for any of the above purposes

#### **16.22 Limitations**

Notwithstanding anything to the contrary in this Deed, no rights shall accrue to a Receiver in respect of any Excluded Assets

#### **17. APPLICATION OF PROCEEDS**

- (a) Any monies received or recovered by the Security Agent or that Receiver after this Security has become enforceable pursuant to this Deed or the powers conferred by it (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Act) must be applied by the Security Agent in accordance with clause 28 (*Application of Proceeds*) of the Facility Agreement
- (b) This Clause is subject to the payment of any claims having priority over this Security and to the terms of the Facility Agreement. This Clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor

#### **18. EXPENSES AND INDEMNITY**

Without double counting any amount recovered under any other indemnity or similar provision of any other Finance Document, Each Chargor must

- (a) immediately on demand pay, or on an indemnity basis reimburse, all costs and expenses reasonably incurred (including legal fees) together with any VAT thereon incurred by any Secured Party, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed in connection with
  - (i) the negotiation, preparation and execution of this Deed,
  - (ii) the completion of the transactions and perfection of the security contemplated in this Deed, and
  - (iii) the exercise, preservation and/or enforcement of the Security or any Security Rights contemplated by this Deed, and
- (b) keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning this Security or the Security Rights, this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise,

and any amount due but unpaid shall carry interest from the date of such demand until so reimbursed at the rate and on the basis mentioned in Clause 22.2 (*Interest*)

#### **19. DELEGATION**

##### **19.1 Power of Attorney**

The Security Agent and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such right, power or discretion by the Security Agent or any Receiver itself

**19.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

**19.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

**19.4 Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may, subject to the terms and conditions of the Facility Agreement or as expressly referred to herein, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

**20. POWER OF ATTORNEY**

**20.1 Appointment and Powers**

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver and each of their respective delegates and sub-delegates severally to be its attorney and in its name, on its behalf and as its act and deed after the occurrence of an Enforcement Event to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on a Chargor by this Deed or any other agreement binding on that Chargor to which the Security Agent is party (including the execution and delivery of any mortgages, deeds, charges, assignments or other security and any transfers of the Security Assets), and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including, after the occurrence of an Event of Default that is continuing, the exercise of any right of a legal or beneficial owner of the Security Assets)

**20.2 Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful exercise or purported lawful exercise of all or any of its powers under its appointment under this Clause

**21. PRESERVATION OF SECURITY**

**21.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

**21.2 Reinstatement**



- (a) If any discharge (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of each Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred
- (b) Each Secured Party may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

### **21.3 Waiver of defences**

The obligations of each Chargor under this Deed and the Security Rights 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 Deed (whether or not known to it or any Secured Party) This includes

- (a) any time, waiver or consent granted to, or composition with, any person,
- (b) any release of any person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) 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 person,
- (d) 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,
- (e) any incapacity lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Obligations,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations or the failure by any member of the Group to enter into or be bound by any Finance Document, or
- (h) any insolvency or similar proceedings or any winding-up, dissolution, administration, or re-organisation of or other change in any Chargor or any other person

### **21.4 Chargor intent**

Without prejudice to the generality of Clause 21.3 (*Waiver of Defences*), each Chargor expressly confirms that it intends that this Security shall extend from time to time to secure the Secured Obligations, whether or not such Secured Obligations are increased or decreased pursuant to any (however fundamental) variation, amendment, 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 business acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making facilities available to new borrowers, any other variation, amendment or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, interest payments, costs and/or expenses associated with any of the foregoing

### **21.5 Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other Obligor or any other person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

### **21.6 Appropriations**

Until all amounts which may be or become payable by the Obligors under the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed

- (a) refrain from applying or enforcing any other monies, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against those amounts, or
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (c) hold in an interest-bearing suspense account any monies received from any Chargor or on account of that Chargor's liability under this Deed

### **21.7 Non-competition**

Unless

- (a) all amounts which may be or become payable by the Obligors under the Finance Documents have been irrevocably paid in full, or
- (b) the Security Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed

- (i) be subrogated to any rights, security or monies held, received or receivable by any Secured Party (or any trustee or agent on its behalf),
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Clause,
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with any Secured Party (or any trustee or agent on its behalf), or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor

Each Chargor must hold in trust for and must immediately pay or transfer to the Security Agent for the Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause

### **21.8 Additional security**

- (a) This Security and the Security Rights shall be cumulative, in addition to, independent of and not in any way prejudiced by any other security now or subsequently held by any Secured Party

- (b) No prior security held by the Security Agent (whether in its capacity as trustee or otherwise) or by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

#### **21.9 No Prejudice**

This Security and the Security Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security or any Security Right

#### **21.10 Remedies and Waivers**

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any Security Right shall operate as a waiver of that Security Right, nor shall any single or partial exercise of any Security Right preclude any further or other exercise of that or any other Security Right

#### **21.11 Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

#### **21.12 Deferral of Rights**

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed

- (a) to be indemnified by any Obligor,
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Deed, and/or

to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Deed by any Secured Party

#### **21.13 Security held by Chargor**

No Chargor may, without the prior consent of the Security Agent, hold any security from any other Obligor in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Security Agent

### **22. MISCELLANEOUS**

#### **22.1 Covenant to pay**

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents including any liability in respect of any further advances made under the Finance Documents

#### **22.2 Interest**

If a Chargor fails to pay any sums on the due date for payment of that sum, that Chargor shall pay interest on such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on that sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of clause 8.3 (*Default interest*) of the Facility Agreement

### **22.3 Currency Conversion**

For the purpose of or pending the discharge of any Secured Obligations, the Security Agent may convert any monies received or recovered by the Security Agent or any Receiver pursuant to this Deed from one currency to the due currency at the spot rate at which the Security Agent is able to purchase the currency in which the Secured Obligations are due with the amount received. The Secured Obligations shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

### **22.4 Tacking**

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances and that obligation will be deemed to be incorporated into this Deed as if set out in full in this Deed)

### **22.5 Subsequent Security Interests**

- (a) If any subsequent charge or other interest affects any Security Asset, any Secured Party may open a new account with any Obligor
- (b) If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations

### **22.6 Prior Security Interests**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security over any Security Asset or upon the exercise by the Security Agent or any Receiver of any power of sale under this Deed the Security Agent may redeem that prior Security or procure the transfer of it to itself. The Security Agent may settle and agree the accounts of the prior Security and any accounts so settled and agreed will be conclusive and binding on any Chargor. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the relevant Chargor to the Security Agent on demand.

### **22.7 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Obligations is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party in its absolute discretion considers appropriate unless that Secured Party otherwise agrees in writing.

**22.8 Notice of assignment**

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Security Document

**22.9 Perpetuity period**

The perpetuity period for the trusts in this Deed is 80 years

**22.10 No Liability**

None of the Security Agent, its nominee(s) or any Receiver shall be liable by reason of taking any action permitted by this Deed, except in the case of gross negligence or wilful default upon its part

**22.11 Excluded Assets and Excluded Cayman Real Property**

For the avoidance of doubt, the security constituted by this Deed shall not attach or extend to any Excluded Asset or the Excluded Cayman Real Property and the Security Agent (and each other Secured Party) shall have no recourse to such Excluded Assets or Excluded Cayman Real Property (and the proceeds thereof) under any circumstances

**23. RELEASE**

**23.1 Redemption of Security**

At the end of the Security Period or, if earlier, to the extent otherwise permitted under and provided for in the other Finance Documents (including a Permitted Disposal), the Security Agent shall, at the request and cost of the Company, take whatever action is reasonably necessary and within its power to release and cancel this Security (or the relevant Security in the case of a Permitted Disposal) and procure the reassignment to the Chargors of the property and assets assigned to the Security Agent pursuant to this Deed, in each case subject to Clause 23.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Agent or any of its nominees

**24. SET-OFF**

Each Chargor authorises the Security Agent (but the Security Agent shall not be obliged to exercise such right) to set-off any matured obligation due from that Chargor to the Security Agent under the Finance Document (to the extent beneficially owned by the Finance Party) against any matured obligation owed by the Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation

If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

**25. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

**26. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland

## **27. ENFORCEMENT**

### **27.1 Jurisdiction of Northern Irish courts**

- (a) The courts of Northern Ireland 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 parties to this Deed agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This Clause 28 1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

### **27.2 Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in Northern Ireland irrevocably appoints the Company as its agent under this Deed for service of process in any proceedings before the Northern Irish courts in connection with this Deed (and the Company by its execution of this Deed, accepts that appointment)
- (b) If any person appointed as process agent under this Clause is unable for any reason to so act, the Company (on behalf of all the Chargors) must immediately (and in any event within 7 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another process agent for this purpose
- (c) Each Chargor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings

### **27.3 Waiver of immunity**

Each Chargor irrevocably and unconditionally

- (a) agrees not to claim any immunity from proceedings brought by a Secured Party against it in relation to this Deed and to ensure that no such claim is made on its behalf,
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and
- (c) waives all rights of immunity in respect of it or its assets

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

**SCHEDULE 1  
THE CHARGORS**

**The Chargors**

**NHP Securities No.1 Limited**

Jurisdiction of Incorporation	England & Wales
Registered Number	03103526
Registered Office	Liberty House, 222 Regent Street, London W1B 5TR

**NHP Securities No.2 Limited**

Jurisdiction of Incorporation	England & Wales
Registered Number	03287983
Registered Office	Liberty House, 222 Regent Street, London W1B 5TR

**Care Homes No.1 Limited**

Jurisdiction of Incorporation	Cayman Islands
Registered Number	FC027201
Registered Office	PO Box 309GT, Umland House, South Church Street, Grand Cayman, Cayman Islands, British West Indies

**HC-One Limited**

Jurisdiction of Incorporation	England & Wales
Registered Number	07712656
Registered Office	Southgate House, Archer Street, Darlington, County Durham, DL3 6AH

**SCHEDULE 2  
SECURITY ASSETS**

**PART 1  
REAL PROPERTY**

**PART 1A – REAL PROPERTY IN RESPECT OF WHICH LEGAL CHARGES ARE  
BEING GRANTED**

**Details of Registered Land** (Freehold or leasehold property (if any) in Northern Ireland of which the relevant Chargor (noted below) is registered as the Registered Owner at the Land Registry of Northern Ireland)

Description	Folio Number	County	Freehold/Leasehold	Registered Owner
Lisnisky Care Home, 16 Lisnisky Lane Portadown, Co Armagh	AR 5691	Armagh	Freehold	NHP Securities No 2 Limited
Saintfield Lodge Care Home, 4 Old Saintfield Road, Belfast	DN 33050 244L	Down Down	Freehold Leasehold	NHP Securities No 2 Limited
Bramblewood Care Home, 201 Gransha Road, Bangor, Co Down	DN 11781	Down	Freehold	NHP Securities No 1 Limited
Marina Care Home, Shore Road, Ballyronan, Magherafelt, Co Londonderry	24978  LY 21967L	Londonderry  Londonderry	Freehold  Leasehold	NHP Securities No 1 Limited  HC-One Limited
Rockfield Care Home, Windmill Road, Newry, Co Down	DN 134566  DN 139298L	Down	Freehold  Leasehold	NHP Securities No 2 Limited  Care Homes No 1 Limited

**Details of Unregistered Land** (Freehold or leasehold property (if any) in Northern Ireland title to which is registered at Registry of Deeds of which any Chargor is the owner)

**The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:**

Description	Date	Document	Parties
Bethany Care Home, 69 Osborne Park, Belfast,	06 02 1995	Conveyance	David Alexander, Gillespie



County Antrim BT9 6JP			Blevins and Ellen Marina Blevins (1) Osborne Limited (2) Nursing home Properties Limited (3)
Cedarhurst Lodge Care Home, Cedarhurst Road, Belfast, County Antrim BT8 7RH	09 02 1994	Lease	James McDonald (1) Northern Bank Limited (2) Thomas Derek Rea (3)
Edgewater Lodge Care Home, Sunnydale Avenue, Off Millisle Road, Donaghadee, County Down BT21 OLE	27 03 1997	Deed of Conveyance and Assignment	Triasma Homes Limited (1) Edgewater Lodge Limited (2) NHP Securities No 1 plc (3)

**PART 1B – THIRD PARTY LEASE SECURITY IN RESPECT OF WHICH SUB-CHARGES ARE BEING GRANTED**

- 1 Charge on Folio AR16277L County Armagh (registered on first registration - Document No 95/10764/B) in favour of Care Homes No 1 Limited (Re Lisnisky Care Home)
- 2 Charge on Folio DN33479L County Down (registered on first registration - Document No 95/3321/B) in favour of Care Homes No 1 Limited (Re Santfield Lodge Care Home)
- 3 Mortgage Debenture dated 6<sup>th</sup> February 1995 incorporating a fixed charge on the chargor's interest in Bethany Care Home in favour of NHP Securities No 1 Limited
- 4 Mortgage Debenture dated 6<sup>th</sup> February 1995 incorporating a fixed charge on the chargor's interest in Cedarhurst Lodge Care Home in favour of Care Homes No 1 Limited
- 5 Mortgage Debenture dated 27<sup>th</sup> March 1997 incorporating a fixed charge on the chargor's interest in Edgewater Lodge Care Home, in favour of NHP Securities No 1 Limited

**PART 2**

**INVESTMENTS**

Details of Charged Shares None

**PART 3**  
**RELEVANT CONTRACTS**  
None

**PART 4**  
**INTELLECTUAL PROPERTY**

Details of Patents and Patent Applications

None as at the date of this Deed

Details of registered trade and service mark, designs, copyrights and related applications

None as at the date of this Deed

Details of intellectual property licences

None as at the date of this Deed

Details of other intellectual property

None as at the date of this Deed

**PART 5**  
**SECURITY ACCOUNTS**  
None

**PART 6**  
**INSURANCES**  
None

**PART 7**  
**RENT DEPOSIT DEEDS**

See attachment

Account Number	Old Acc No	Care/NHP	Group		Nursing Home	Operator/Tenant	Original Rent of Home	Date Opened
280308	EOE76342	CARE2	- Care Mgmt	re	Amutra Villa	CMG Homes Ltd	£84,700 00	23-Dec-98
280420	EOE76344	CARE2	- Care Mgmt	re	Anissa	CMG Homes Ltd	£118,580 00	23-Dec-98
278144	EOE76337	CARE2	- Care Mgmt	re	101 Cheam Road	CMG Homes Ltd	£37,500 00	25-Sep-98
278398	EOE76341	CARE2	- Care Mgmt	re	3 The Green	CMG Homes Ltd	£52,500 00	25-Sep-98
278267	EOE76339	CARE2	- Care Mgmt	re	39 Brickfield Road	CMG Homes Ltd	£48,631 00	25-Sep-98
278208	EOE76338	CARE2	- Care Mgmt	re	44 Albion Road	CMG Homes Ltd	£48,631 00	25-Sep-98
278320	EOE76340	CARE2	- Care Mgmt	re	62 Manor Green	CMG Homes Ltd	£37,500 00	25-Sep-98
278080	EOE76336	CARE2	- Care Mgmt	re	7 Smitham Downs Road	CMG Homes Ltd	£56,736 00	25-Sep-98
215864	EOE76334	CARE2	- Care Mgmt	re	Cowley House	CMG Homes Ltd	£118,800 00	21-Aug-98
216226	EOE76335	CARE2	- Care Mgmt	re	Shardeloes	CMG Homes Ltd	£52,500 00	25-Sep-98
					<b>Total</b>		<b>£656,078 00</b>	
286427	EOE76347	CARE 3	Care Mgmt	re	Parchmore Hme	CMG Homes Ltd	£41,040 00	22/07/1999
					<b>Total</b>		<b>£41,040 00</b>	
356385	EOE76345	NHP3	Care Mgmt	re	Winston Lodge	CMG Homes Ltd	£64,800 00	19/09/2000
					<b>Total</b>		<b>£64,800 00</b>	
356326	EOE76316	NHP5	Care Mgmt	re	Trafalgar	CMG Homes Ltd	£81,000 00	19/09/2000
356262	EOE76315	NHP5	Care Mgmt	re	Tall Trees	CMG Homes Ltd	£13,500 00	19/09/2000
					<b>Total</b>		<b>£94,500 00</b>	
290741	EOE76348	NHP9	Care Mgmt	re	St Heier Nursing Home	CMG Homes Ltd	£51,840 00	09-Dec-99
					<b>Total</b>		<b>£51,840 00</b>	
289484	EOE76317	NHP12	Care Mgmt	re	Beulah	CMG Homes Ltd	£60,480 00	15-Sep-99
289660	EOE76318	NHP12	Care Mgmt	re	Ashanti	CMG Homes Ltd	£24,300 00	7 10 99
347868	EOE76330	NHP12	Care Mgmt	re	The Grafton	CMG Homes Ltd	£78,195 00	16/12/1999
347809	EOE76329	NHP12	Care Mgmt	re	Frogna Farmhouse	CMG Homes Ltd	£117,288 00	16/12/1999
347569	EOE76325	NHP12	Care Mgmt	re	New Dawn	CMG Homes Ltd	£195,264 00	16/12/1999
347518	EOE76324	NHP12	Care Mgmt	re	Newton Lodge	CMG Homes Ltd	£23,328 00	16/12/1999
347382	EOE76322	NHP12	Care Mgmt	re	Tamarisk Lodge	CMG Homes Ltd	£24,516 00	16/12/1999
290987	EOE76320	NHP12	Care Mgmt	re	Magnolia Cottage	CMG Homes Ltd	£21,600 00	16/12/1999
289724	EOE76319	NHP12	Care Mgmt	re	Ashra	CMG Homes Ltd	£40,500 00	7 10 99
					<b>Total</b>		<b>£585,471 00</b>	
218686	EOE76308	CARE1	- Craegmoor	re	Eden Court	Speciality Cre UK	£162,000 00	09-Apr-97
218141	EOE76306	CARE1	- Craegmoor	re	Oaks	Speciality Cre EMI	£583,200 00	09-Apr-97
216824	EOE76304	CARE1	- Craegmoor	re	Richmond Heights	Speciality Care UK	£172,800 00	09-Apr-97
217843	EOE76305	CARE1	- Craegmoor	re	Riverside Court	Speciality Care UK	£200,880 00	09-Apr-97
					<b>Total</b>		<b>£1,118,880 00</b>	
216285	EOE76300	CARE1	- Tamaris	re	Bethany	Osborne Limited	£96,000 00	09-Apr-97
218758	EOE76309	CARE1	- Tamaris	re	Blackwell Vale	Laudcare	£246,240 00	09-Apr-97
216402	EOE76302	CARE1	- Tamaris	re	Cedarhurst Lodge	Cedarhurst Ldge Ltd	£238,500 00	09-Apr-97
219769	EOE76312	CARE1	- Tamaris	re	Edgewater Lodge	Edgewater Lodge	£257,796 00	25-Apr-97
216525	EOE76303	CARE1	- Tamaris	re	Lisnisky	Lisnisky Ltd	£211,000 00	09-Apr-97
218803	EOE76310	CARE1	- Tamaris	re	Mill Brow	Laudcare	£167,400 00	09-Apr-97
216349	EOE76301	CARE1	- Tamaris	re	Santfield Ltd	Santfield Ltd	£176,250 00	09-Apr-97
277782	EOE76313	CARE1	- Tamaris	re	Stanshawes	Laudcare	£165,900 00	02-Jun-99
218862	EOE76311	CARE1	- Tamaris	re	Stanton Lodge	Laudcare	£248,400 00	09-Apr-97
218205	EOE76307	CARE1	- Tamaris	re	Willoughby	Laudcare	£162,000 00	09-Apr-97
					<b>Total</b>		<b>£1,969,486 00</b>	
		NHP3	Ultima-Pla		Oaklands	Platinum Hlthc	£ 153,900 00	17-Dec-02
		NHP3	Ultima-Pla		Susma 1	Platinum Hlthc	£ 120,960 00	
		NHP3	Ultima-Pla		Susma 2	Platinum Hlthc	£ 120,960 00	
			No monies refer to HGW				£ 395,820 00	
					<b>Totals</b>		<b>£4,977,915 00</b>	<b>£0 00</b>

**SCHEDULE 3  
FORMS OF LETTER FOR SECURITY ACCOUNTS**

**PART 1  
FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

To     *[Account Bank]*

Copy   *[Security Agent]*

*[Date]*

Dear Sirs,

Security agreement dated [     ] between [     ] and others  
and [     ] (the "Security Agreement")

In this letter,

["**Blocked Accounts**"] means the accounts maintained by us with you at any of your branches with the following details

- 1       account number [●], sort code [●], and
- 2       account number [●], sort code [●]

and any replacement account or subdivision or subaccount of any such account ]

"**Security Accounts**" means the accounts maintained by us with you at any of your branches with the following details

- 1       account number [●], sort code [●], and
- 2       account number [●], sort code [●]

and any replacement account or subdivision or subaccount of any such account

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of HCP, Inc as agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Security Agent**") as first priority assignee all of our rights in respect of any amount standing to the credit of any Security Account [and any Blocked Account] and the debts represented by the Security Accounts and the Blocked Account

**[Blocked Accounts]**

With effect from the date of your receipt of this notice

- (a)     any existing payment instructions affecting the Blocked Account[s] are to be terminated and all payments and communications in respect of the Blocked Account[s] should be made to the Security Agent or to its order (with copy to us),
- (b)     all rights, interest and benefits whatsoever accruing to or for the benefit of ourselves arising from [the/any] Blocked Account[s] belong to the Security Agent ]

**Security Accounts:**

We irrevocably instruct and authorise you to

- (a)     disclose to the Security Agent any information relating to any Security Account requested from you by the Security Agent,

- (b) comply with the terms of any written notice or instruction relating to any Security Account received by you from the Security Agent,
- (c) hold all sums standing to the credit of any Security Account to the order of the Security Agent,
- (d) pay or release any sum standing to the credit of any Security Account in accordance with the written instructions of the Security Agent, and
- (e) unless otherwise instructed by the Security Agent, pay all sums received by you for our account to the credit of the Security Account

Until such time as the Security Agent shall notify you in writing that this permission has been withdrawn, you are permitted to undertake the following transactions in relation to the Security Accounts

- (a) you may make payments on our instructions and debit the amounts involved to any Security Account,
- (b) you may debit to any Security Account amounts due to you by us, and

**Other Matters:**

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent. The permission to undertake any of the transactions permitted under this notice may be withdrawn or modified by the Security Agent in its absolute discretion at any time.

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.

This letter is governed by the laws of Northern Ireland.

Please send to the Security Agent at *[insert address and fax number of Security Agent]* for the attention of *[contact]* with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.

Yours faithfully,

(Authorised signatory)

For *[specify Chargor]*

**PART 2**  
**FORM OF ACKNOWLEDGEMENT OF ACCOUNT BANK**

To     [*Security Agent*]

Copy   [*specify Chargor*]

[*Date*]

Dear Sirs,

Security agreement dated [    ] between [    ] and others  
and [    ] (the "Security Agreement")

In this letter,

["**Blocked Accounts**"] means the accounts maintained by us with you at any of our branches with the following details

- 1    account number [●], sort code [●], and
- 2    account number [●], sort code [●]

and any replacement account or subdivision or subaccount of any such account ]

"**Security Accounts**" means the accounts maintained by us with you at any of your branches with the following details

- 3    account number [●], sort code [●], and
- 4    account number [●], sort code [●]

and any replacement account or subdivision or subaccount of any such account

We confirm receipt from [*specify Chargor*] (the "**Chargor**") of a notice dated [●] of an assignment of and charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any Security Account and the debts represented by the Security Accounts

**[Blocked Accounts]**

We confirm that we

- (a)    accept the instructions contained in the notice and comply with the notice,
- (b)    have not received notice of any assignment of, charge over, trusts in respect of or any other interest of any third party in [the/any] Blocked Account,
- (c)    have neither claimed nor exercised, nor will without your prior consent claim or exercise, any security interest, set-off, counter-claim or other right in respect of [the/any] Blocked Account,
- (d)    no fees or periodic charges are payable in respect of the Blocked Account[s] and there are no restrictions on (i) the payment of the credit balance on the Blocked Accounts[s] or (ii) the assignment of the Blocked Account[s] to the Security Agent of any third party, and

- (e) we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Blocked Accounts[s] to the Security Agent

**Security Accounts:**

We confirm that we

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in any Security Account,
- (c) have neither claimed nor exercised, nor will without your prior consent claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Security Account,
- (d) when notified by you in writing that the permission to make withdrawals has been withdrawn, we will not permit any amount to be withdrawn from any Security Account without your prior written consent, and
- (e) unless otherwise instructed by you, will pay all sums received by us for the account of the Chargor to a Security Account of the Chargor with us

Nothing contained in any of our arrangements with you shall commit us to providing any facilities or making advances available to the Chargor

This letter is governed by the laws of Northern Ireland

Yours faithfully,

(Authorised signatory)

**[Account Bank]**

## SCHEDULE 4

### FORMS OF LETTER FOR INSURANCES

#### PART 1 FORM OF NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the insurance policies)

To [Insurer]

Copy [Security Agent]

[Date]

Dear Sirs,

**Security agreement dated [ ] between [ ] and others  
and [ ] (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned in favour of HCP, Inc [●] as agent and trustee for the Secured Parties referred to in the Security Agreement (the "Security Agent") as first priority assignee all amounts payable to us under or in connection with any contract of insurance of whatever nature taken out with you by or on behalf of us or under which we has a right to claim, including (without limitation) *[insert details of relevant insurance policy]*, (each an "Insurance") and all of our rights, title and interest in connection with those amounts

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance or liability Insurance and required to settle a liability of our to a third party

We confirm that

- (a) we will remain liable under [the] [each] Insurance to perform all the obligations assumed by us under [the] [that] Insurance,
- (b) you are hereby authorised to disclose to the Security Agent, without further approval from us, such information regarding any Insurance as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Insurances, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the] [any] Insurance

Unless otherwise provided in this notice, we will also remain entitled to exercise all of our rights under [the] [each] Insurance and you should continue to give notices under [the] [each] Insurance to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing

- (a) all amounts payable to us under [the] [each] Insurance must be paid to the Security Agent, and
- (b) any of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs

Please note that we have agreed that we will not terminate [any of] the Insurance[s] without the prior consent of the Security Agent



The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

Please note on the relevant contracts the Security Agent's interest as loss payee and the Security Agent's interest as first priority assignee of those amounts and rights and send to the Security Agent at [●] with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction

This letter is governed by the laws of Northern Ireland

Yours faithfully,

(Authorised signatory)

For [*specify Chargor*]

## PART 2

### FORM OF ACKNOWLEDGEMENT OF INSURANCE PROVIDER

To [Security Agent]

Copy [specify Chargor]

[Date]

Dear Sirs,

Security agreement dated [ ] between [ ] and others  
and [ ] (the "Security Agreement")

We confirm receipt from [specify Chargor] (the "Chargor") of a notice dated [●] of an assignment by the Chargor upon the terms of the Security Agreement of all amounts payable to it under or in connection with any contract of insurance of whatever nature taken out with us by or on behalf of it or under which it has a right to claim, including (without limitation) [*insert details of relevant insurance policy*], (each an "Insurance") and all of its rights, title and interest in connection with those amounts

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of the Chargor to a third party

In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 confirm that we have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in those amounts and rights relating to any Insurance,
- 3 undertake to note on the relevant Insurance your interest as loss payee and as first priority assignee of those amounts and rights,
- 4 undertake to disclose to you without any reference to or further authority from the Chargor any information relating to those contracts which you may at any time request,
- 5 \* undertake to notify you of any breach by the Chargor of any of those Insurances and to allow you or any of the other Secured Parties (as defined in the Security Agreement) to remedy that breach, and
- 6 undertake not to terminate any of those Insurances on request by the Chargor without your prior written consent

This letter is governed by the laws of Northern Ireland

Yours faithfully,

(Authorised signatory)

for [*Insurer*]

## SCHEDULE 5

### FORMS OF LETTER FOR RELEVANT CONTRACTS

#### PART 1 NOTICE TO COUNTERPARTY

To [Counterparty]

Copy [Security Agent]

[Date]

Dear Sirs,

Security agreement dated [ ] between [ ] and others  
and [ ] (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement, we have assigned in favour of [●] as agent and trustee for the Secured Parties referred to in the Security Agreement (the "Security Agent") as first priority assignee all of our rights, title and interest in, to and under [insert details of Relevant Contract(s)] (the "Relevant Contract[s]")

With effect from your receipt of this notice

- 1 all payments by you to us under or arising from [the]/[any] Relevant Contract should be made to the Security Agent or to its order as it may specify in writing from time to time [*details of the account into which sums are to be paid may be included*],
- 2 all remedies provided for in [the]/[any] Relevant Contract or available at law or in equity are exercisable by the Security Agent,
- 3 all rights to compel performance of [the]/[any] Relevant Contract are exercisable by the Security Agent although (i) we will remain liable under [the]/[each] Relevant Contract to perform all the obligations assumed by us under [the]/[that] Relevant Contract and (ii) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [the]/[any] Relevant Contract,
- 4 all rights, interests and benefits whatsoever accruing to or for our benefit arising from [the]/[each] Relevant Contract belong to the Security Agent and [no changes or amendments may be made to, or waivers granted in respect of, the terms of [the]/[any] Relevant Contract] nor may [the]/[any] Relevant Contract be terminated without the Security Agent's consent and
- 5 you are authorised and instructed, without requiring further approval from us, to provide the Security Agent with such information relating to [the]/[any] Relevant Contract as it may from time to time request and to send it copies of all notices issued by you under [the]/[any] Relevant Contract to the Security Agent as well as to us

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

Please send to the Security Agent at 1920 Main Street, Suite 1200, Irvine, CA 92614, U S A with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement

We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction

This letter is governed by the laws of Northern Ireland

Yours faithfully,

(Authorised signatory)

For [*specify Chargor*]

## PART 2

### FORM OF ACKNOWLEDGEMENT OF COUNTERPARTY

To [Security Agent]

Copy [specify Chargor]

[Date]

Dear Sirs,

Security agreement dated [ ] between [ ] and others  
and [ ] (the "Security Agreement")

We confirm receipt from [specify Chargor] (the "Chargor") of a notice dated [●] of an assignment on the terms of the Security Agreement of all of the Chargor's rights, title and interest in, to and under [insert details of Relevant Contract(s)] (the "Relevant Contract[s]")

We confirm that we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 have not received notice of any assignments of, charge over, trusts in respect of or any other the interest of any third party in [any of] the Relevant Contract[s],
- 3 undertake to disclose to you without any reference to or further authority from the Chargor any information relating to [the]/[those] Relevant Contract[s] which you may at any time request,
- 4 [undertake to notify you of any breach by the Chargor of [the]/[any of those] Relevant Contract[s] and to allow you or any of the other Secured Parties (as defined in the Security Agreement) to remedy that breach,] and
- 5 undertake not to [change, amend or waive any term of or] terminate [the]/[any of those] Relevant Contract[s] on request by the Chargor without your prior written consent

This letter is governed by the laws of Northern Ireland

Yours faithfully,

(Authorised signatory)

[Counterparty]

**SCHEDULE 6**  
**FORM OF DEED OF ACCESSION**

**THIS DEED** is dated [●]

**BETWEEN**

- (1) The [party][parties] listed in Part 1 of the schedule to this Deed (the "**Additional Chargor**"),
- (2) **FC SKYFALL LOWER MIDCO LTD** [for itself and] [as agent] for each of the other Chargors under and as defined in the Security Agreement referred to below (the "**Company**"), and
- (3) **HCP, Inc** as agent and trustee for the Secured Parties under and as defined in the Security Agreement referred to below (the "**Security Agent**")

**BACKGROUND:**

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of [the Company]
- (B) The Company has entered into a security agreement dated [●], 2014 (the "**Security Agreement**") between the Company, the Chargors under (and as defined in) the Security Agreement and the Security Agent
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1. INTERPRETATION**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed This Deed is a Finance Document

**2. ACCESSION**

- (a) With effect from the date of this Deed the Additional Chargor
  - (i) will become a party to the Security Agreement as a Chargor, and
  - (ii) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

**3. SECURITY**

**3.1 Fixed Charges**

Without limiting the generality of the other provisions of this Deed and the Security Agreement, the Additional Chargor charges as beneficial owner charges all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from a third party)

(a) **GRANTS AND DEMISES**

- (i) so much of the Real Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Security Agent as trustee for the Secured Parties for the term of 10,000 years from the date hereof and as to so much thereof as is leasehold unto the Security Agent for the residue or residues of the term or respective terms of years for

which the same are held less the last 3 days of such term or each of such terms, and

- (ii) as registered owner or the person entitled to become registered owner CHARGES BY WAY OF FIXED CHARGE so much of the Real Property as is registered or is required to be registered in the Land Registry of Northern Ireland by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands together with all buildings and Fixtures from time to time on the Real Property together with all estates, rights, title, options, easements and privileges appurtenant to or benefiting, the same including all beneficial interests and Related Rights of the Additional Chargor,

(b) CHARGES by way of first fixed charge

- (i) the Investments owned by it, including those specified in Part 3 of the schedule to this Deed
- (ii) the Plant and Machinery owned specifically by it,
- (iii) all amounts standing to the credit of any Security Account and the debt represented by that Security Account and all Related Rights other than any claims which are otherwise subject to an assignment (at law or in equity) pursuant to this Deed including the Security Accounts specified in Part 6 of the schedule to this Deed,
- (iv) all Monetary Claims and all Related Rights,
- (v) the Intellectual Property, including Intellectual Property specified in Part 5 of the schedule to this Deed,
- (vi) any beneficial interest, claim or entitlement it has to any asset of any pension fund,
- (vii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (viii) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (v) above, and
- (ix) at law in relation to the Third Party Lease Security
  - (a) all right, title, interest and benefit present and future in, to and under the Third Party Lease Security,
  - (b) in indebtedness secured by the fixed and floating charges created by the Third Party Lease Security, and
  - (c) the benefit of all covenants and obligations relating to Third Party Lease Security, andall powers and remedies for enforcing the rights listed in sub-paragraphs (a) to (c) above,
- (x) its goodwill, and
- (xi) its uncalled capital,

other than the Excluded Assets and the Excluded Cayman Real Property

### 3.2 Assignments

- (a) As continuing security for the payment and discharge of the Secured Obligations, the Additional Chargor assigns and agrees to assign absolutely as beneficial owner to the Security Agent as trustee for the Secured Parties all of its right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from a third party and save to the extent that the same are Excluded Assets)
- (i) the proceeds of any Insurance including the Insurance specified in Part 7 of the Schedule to this Deed (other than any proceeds received in connection with any third party liability Insurance and required to settle a liability of a Chargor to a third party) and all Related Rights including the benefit of all its right, title and interests in respect of any Criminal Damage Claim and all rights to any compensation or other amounts due to or to be paid to the Additional Chargor under the aforesaid Criminal Damage Order (save in respect of such proceeds arising in connection with Excluded Assets),
  - (ii) each Relevant Contract including those specified in Part 4 of the Schedule to this Deed, any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it and all Related Rights,
  - (iii) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Agent to perfect its rights thereunder or under this Deed) entered into by or given to the Additional Chargor in respect of the Real Property including all
    - (1) claims, remedies, awards or judgments paid or payable to the Additional Chargor (including, without limitation, all liquidated and ascertained damages payable to that Additional Chargor in respect of the items referred to), and
    - (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,in each case, relating to all or any part of the Real Property,
  - (iv) all rights and claims (including all Related Rights) relating to the Security Accounts, including those specified in Part 6 of the Schedule of this Deed, and
  - (v) the Guarantee Co Constitutional Documents and any other rights or interests in Guarantee Co
- (b) To the extent that any such right, title and interest described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Additional Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that any such right, title and interest described in paragraph (a) above does not fall within any paragraph of Clause 3.1 (*Fixed Charges*) and



are not effectively assigned under paragraph (a) or (b) above, as security for the payment and discharge of the Secured Obligations, the Additional Chargor charges by way of first fixed charge all of its rights, title and interest under each agreement and document to which it is a party

### **3.3 Floating charge**

- (a) Each Chargor as beneficial owner charges in favour of the Security Agent as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations by way of a first floating charge all of its present and future assets and undertakings whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed, including the Operating Accounts, but excluding the Excluded Assets and Excluded Cayman Real Property
- (b) The floating charge created by paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations
- (c) The floating charge created under this Deed is a qualifying floating charge for the purpose of paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989

### **3.4 Reversion**

- (a) The Additional Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Real Property mortgaged by Clause 3 1(a) of this Deed in trust for the Security Agent as trustee for the Secured Parties and agrees to assign, convey or dispose of the same as the Security Agent may direct (subject to the proviso for redemption contained herein) and the Security Agent may at any time during the continuance of the security hereby created remove the Additional Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this Clause 3 4 and on the removal of the Additional Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place,
- (b) The Additional Chargor hereby attorns tenant to the Security Agent of any part of the Real Property mortgaged by Clause 3 1(a) at the yearly rent of five pence (if demanded) provided always that the Security Trustee may at any time without notice to the Additional Chargor determine the tenancy hereby created and enter upon such part of the aforesaid Real Property but so that neither the receipt of the said rent nor the said tenancy shall render the Security Agent liable to account to any person as mortgagee in possession

## **4. MISCELLANEOUS**

With effect from the date of this Deed

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 2 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and

- (c) the Company, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed

**5. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

**6. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland

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

**SCHEDULE**  
**PART 1**  
**ADDITIONAL CHARGORS**  
[INSERT LIST]

**PART 2**  
**REAL PROPERTY**

**PART 2 A- REAL PROPERTY IN RESPECT OF WHICH LEGAL CHARGES ARE BEING GRANTED**

**Details of Registered Land** (Freehold or leasehold property (if any) in Northern Ireland of which the Chargor is registered as the Registered Owner at the Land Registry of Northern Ireland)

Description	Folio Number	County	Freehold/Leasehold
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

**Details of Unregistered Land** (Freehold or leasehold property (if any) in Northern Ireland which is registered at Registry of Deeds of which the Chargor is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

Description	Date	Document	Parties
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

**PART 2B- THIRD PARTY LEASE SECURITY IN RESPECT OF WHICH SUB-CHARGES ARE BEING GRANTED**

[INSERT DETAILS]

**PART 3**  
**INVESTMENTS**

**Details of Charged Shares:**

Name of Charged Company	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

**PART 4**  
**RELEVANT CONTRACTS**

Chargor	Description
[ ]	[ ]
[ ]	[ ]

**PART 5**  
**INTELLECTUAL PROPERTY**

**Details of Patents and Patent Applications:**

Territory	Description	Patent/Application No.	Date of Registration/Application
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

**Details of registered trade and service marks, designs, copyrights and related applications:**

Territory	Description	Class No.	Registration/Application No.	Date of Registration/Application
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]

**Details of intellectual property licences:**

Description of Intellectual Property licensed	Licensor	Date of Licence	Duration of Licence
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

**Details of other intellectual property:**

Description of other Intellectual Property
[ ]
[ ]

**PART 6  
SECURITY ACCOUNTS**

Chargor	Account Bank	Account Name	Account number	Sort code
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]

**PART 7  
INSURANCES**

Chargor	Insurer	Insurance policy number	Description of risks insured (or life assured)	Sum assured	Date of insurance policy	Duration of cover
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

**PART 8  
RENT DEPOSIT DEEDS**

Chargor	Tenant	Date	Parties	Property
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]

**SIGNATORIES (TO DEED OF ACCESSION)**

**The Additional Chargor**

<b>EXECUTED AS A DEED</b> by	)	Director
<b>[ADDITIONAL CHARGOR]</b>	)	
acting by	)	
and	)	Director/Secretary

**The Company**

<b>EXECUTED AS A DEED</b> by	)	
<b>FC SKYFALL LOWER MIDCO LTD)</b>		Director
(for itself and as agent for each	)	
of the other Chargors party to	)	
the Security Agreement	)	
referred to in this Deed)	)	Director/Secretary
acting by	)	
and	)	

**The Security Agent**

**HCP, Inc**

**By**

SIGNATORIES (TO SECURITY AGREEMENT)

The Company

EXECUTED AS A DEED by ) Director  
FC SKYFALL LOWER MIDCO LTD ) DAVID RUSSELL  
acting by one director )  
in the presence of ) Witness

Name

Address

Occupation

The Chargeors

EXECUTED AS A DEED by ) Director  
NHP SECURITIES NO.1 LIMITED ) DAVID SMITH  
acting by one director )  
in the presence of ) Witness

Name

Address

Occupation

EXECUTED AS A DEED by ) Director  
NHP SECURITIES NO.2 LIMITED ) DAVID SMITH  
acting by one director )  
in the presence of ) Witness

Name

Address

Occupation





) Director  
 ) DAVID SMITH

)  
 )      **Witness**

) Witness

Address 8 Ave' E. N. W. Cor' 28<sup>th</sup> & L-9 S. 46

Occupation Student

) Director

) DAVID SMITH

)  
 ) **Witness**

Address of Author, Editor, or Printer

Occupation \_\_\_\_\_

