

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

THURSDAY



A3MIW14J

A37

11/12/2014

#247

COMPANIES HOUSE

1 Company details

Company number 0 4 2 8 6 4 3 2 ✓

Company name in full BENTLEIGH CARE LIMITED ✓

0005 For official use

→ **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 0 5 1 2 2 0 1 4 ✓

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 SOLUTUS ADVISORS LIMITED ✓

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

4	Brief description 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 Brief description /	FREEHOLD PROPERTY AT SOMERLEIGH COURT NURSING HOME, SOMERLEIGH ROAD, DORCHESTER, DORSET, DT1 1AQ, WITH TITLE NUMBER DT276957 AS REFERRED TO IN SCHEDULE 1 TO 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" Please limit the description to the available space
5	Other charge or fixed security 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"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box /	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge 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"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① 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 checked="" type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature /	<input checked="" type="checkbox"/> Reed South LLP <input checked="" type="checkbox"/>	
This form must be signed by a person with an interest in the charge			

MR01

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 **ELEANOR NUGENT**

Company name **REED SMITH LLP**

Address **THE BROADGATE TOWER**

20 PRIMROSE STREET

LONDON

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 3 A 2 R S**

Country **UNITED KINGDOM**

DX **DX 1066/ DX 18 LONDON**

Telephone **02031163863/ m n 769216 00001**



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4286432

Charge code. 0428 6432 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2014 and created by BENTLEIGH CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2014

Given at Companies House, Cardiff on 17th December 2014

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 5 DECEMBER 2014

- (1) BENTLEIGH CARE LIMITED
(as Chargor)
- (2) SOLUTUS ADVISORS LIMITED
(as Security Agent)

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Reed Smith LLP

REED SMITH LLP

DATED 9 December 2014

LEGAL MORTGAGE

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THIS LEGAL MORTGAGE dated 5 December 2014

BETWEEN:

- (1) **BENTLEIGH CARE LIMITED**, a company incorporated in England and Wales with company number 04286432 and with its registered address at Sherwood House, Forest Road, Kew, TW9 3BY (the "Chargor"), and
- (2) **SOLUTUS ADVISORS LIMITED** as trustee for the Secured Parties on the terms and conditions set out in the Facilities Agreement (the "Security Agent" which shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facilities Agreement)

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Terms defined

In this Legal Mortgage

"Administration Event" means

- (a) the presentation of an application to the court for the making of an administration order in relation to the Chargor,
- (b) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court; or
- (c) any person levies or attempts to levy any distress, attachment, execution or other legal process against a Charged Asset (which is not discharged within 2 Business Days)

"Charged Assets" means all of the assets and undertaking of the Chargor, both present and future, which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Legal Mortgage

"Co-op" means the Co-operative Bank Plc

"Event of Default" means the giving of notice pursuant to Clause 26.23 (*Acceleration*) of the Facilities Agreement.

"Existing Security" means the security granted by the Chargor to the Co-op pursuant to the terms and conditions of

- (a) The debenture dated 22 February 2013 between (1) the Co-op and (2) the Chargor, and
- (b) The legal charge dated 22 February 2013 between (1) the Co-op and (2) the Chargor

"Facilities Agreement" means the facilities agreement dated on or about the date hereof between, *inter alios*, LifeCare Residences (Holdings) B.V and Grove Place Pty Limited as original borrowers, and subsidiaries of the Parent listed at schedule 1 therein as original

guarantors, the Parent as parent, Stornoway Finance S à r l (acting through its Compartment 21/LifeCare) as original lender and Solutus Advisors Limited as agent and security agent

"Finance Document" has the meaning given to such term in the Facilities Agreement

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest together with all amounts payable to the Chargor under or in connection with each of those policies and includes all Related Rights

"Lease" means in relation to any of the Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, the Chargor holds such Real Property, short particulars of which are set out in Schedule 2 (*Lease*), and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

"Obligor" has the meaning given to such term in the Facilities Agreement

"Parent" means Lifecare Residences Investments Cooperatief U A , a cooperative with excluded liability (*een cooperatie met uitgesloten aansprakelijkheid*), incorporated under the laws of the Netherlands, having its seat (*statutaire zetel*) in Amsterdam, The Netherlands, having its office address at Strawinskylaan 411, 1077XX Amsterdam, The Netherlands and registered with the Dutch Commercial Register (*Handelsregister*) under number 34346505 as parent

"Plant and Machinery" means in relation to the Chargor all present and future plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress and includes all Related Rights)

"Property" means the freehold property described in Schedule 1 (*Property*)

"Real Property" means

- (a) any freehold, leasehold or immovable property including without limitation the Property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

of the Chargor and includes all Related Rights

"Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment

"Related Rights" means, to the extent applicable in relation to any asset

- (a) the proceeds of sale of all or any part of that asset,

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset,
- (d) any dividend, interest or other distribution paid or payable, and
- (e) any moneys and proceeds paid or payable in respect of that asset

"Secured Obligations" means all monies and liabilities now or after the date of this Deed due, owing or incurred by any Obligor to the Secured Parties (or any of them) under the Finance Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document

"Secured Parties" has the meaning given to that term in the Facilities Agreement

"Security" means any security executed, created, evidenced or conferred by or intended to be conferred by or pursuant to this Legal Mortgage

"Security Interest" means any mortgage, charges, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security

"Security Period" means the period beginning on the date of this Legal Mortgage and ending on the date on which the Security Agent is satisfied that the Secured Obligations have irrevocably and unconditionally been discharged in full and all the Facilities have been cancelled in full

1.2 Terms defined in other Finance Documents

Unless defined in this Legal Mortgage, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Legal Mortgage, or any notice given under or in connection with this Legal Mortgage, as if all references in those defined terms to the Facilities Agreement or other Finance Document were a reference to this Legal Mortgage or that notice

1.3 Construction

Clause 1.2 (*Construction*) of the Facilities Agreement will apply as if incorporated in this Legal Mortgage, or in any notice given under or in connection with this Legal Mortgage, as if all references in that Clause to the Facilities Agreement were a reference to this Legal Mortgage or that notice

1.4 Disposition of Property

The terms of the Facilities Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Legal Mortgage and each other Finance Document to the extent required for any purported

disposition of any Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.5 Clawback

If the Security Agent considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Legal Mortgage and the Security constituted by those documents will continue and such amount will not be considered to have been irrevocably paid

1.6 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Legal Mortgage

1.7 Deed

It is intended that this Legal Mortgage takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

1.8 Conflict and inconsistency

If there is any conflict or inconsistency between the terms of the Facilities Agreement and the terms of this Legal Mortgage, the terms of the Facilities Agreement shall prevail

1.9 Effect as a deed

This document is intended to take effect as a deed even if a party executes under hand only

2. COVENANT TO PAY

The Chargor covenants with the Security Agent as security agent for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with the terms of the relevant Finance Documents and to indemnify the Finance Parties against any losses, costs, charges, expenses and liabilities including interest thereon arising from any breach or failure to pay, discharge and satisfy the Secured Obligations in accordance with the terms of the relevant Finance Documents

3. FIXED SECURITY

3.1 General

All Security created by the Chargor under this Clause 3 (*Fixed Security*) is

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties,
- (b) continuing security for the payment, discharge and performance of the Secured Obligations,
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

- (d) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Charged Asset

3.2 Mortgage

The Chargor charges by way of legal mortgage (subject to Clause 3 5 (*Ranking*)), all of its right, title and interest from time to time the Real Property

3.3 Assignment by way of Security

- (a) The Chargor assigns and agree to assign by way of security (to the extent not validly and effectively charged by way of legal mortgage (subject to Clause 3 5 (*Ranking*)) pursuant to Clause 3 2 (*Mortgage*)) and to the fullest extent assignable by way of security or capable of assignment by way of security without infringing any contractual provision restricting the same, all of its right, title and interest to from time to time in and to each of the following assets
 - (i) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Chargor in respect of the Real Property, and
 - (ii) any Insurance Policies and all proceeds paid or payable thereunder
- (b) The Chargor shall remain liable to perform all its obligations under the assets described in paragraphs (a)(i)-(ii) above

3.4 Fixed charges

The Chargor charges (to the extent not validly and effectively charged by way of legal mortgage (subject to Clause 3 5 (*Ranking*)) pursuant to Clause 3 2 (*Mortgage*) or assigned pursuant to Clause 3 3 (*Assignment by way of Security*)) by way of fixed charge (subject to Clause 3 5 (*Ranking*)), all of their rights, title and interests from time to time in and to each of the following assets

- (a) the Real Property,
- (b) the Plant and Machinery, and
- (c) each of the assets which are specified in Clause 3 3 (*Assignment by way of Security*)

3.5 Ranking

For the avoidance of doubt, the Security Agent acknowledges that for so long as the Existing Security subsists, the Existing Security ranks, and shall rank, in priority to the security created by this legal mortgage. Notwithstanding the terms of Clause 1 6, the Co-op shall have the benefit of, and be entitled to enforce, this clause

4. REPRESENTATIONS AND WARRANTIES – GENERAL

4.1 Nature of Security

The Chargor represents and warrants to the Security Agent (on behalf of each Finance Party) that

- (a) this Legal Mortgage creates the Security it purports to create and is valid and effective, and
- (b) this Legal Mortgage is its legal, valid and binding obligation and, subject to the Legal Reservations, is enforceable against it in accordance with its terms

4.2 Times for making representations and warranties

- (a) Each representation and warranty under this Legal Mortgage is deemed to be repeated by the Chargor on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period
- (b) 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. RESTRICTIONS ON DEALING

5.1 Restrictions on dealings

During the Security Period, the Chargor may not

- (a) create or allow to exist any Security Interest on the Charged 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, transfer, licence lease or otherwise dispose of the Charged Assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Facilities Agreement or with the consent of the Security Agent

6. REAL PROPERTY

6.1 Leases

The Chargor must

- (a) perform all the material terms on its part contained in any Lease, agreement for lease, licence or other agreement or document which gives the Chargor a right to occupy or use property comprised in its Real Property,
- (b) 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 the Finance Parties in respect of any breach of those covenants and stipulations, and
- (c) 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 forfeiture or otherwise be terminated

6.2 Compliance with regulations, etc

The Chargor shall at all times

- (a) observe and perform (and use its reasonable endeavours to ensure the observance and performance by any other person or persons at any time occupying or using all and any part of the Real Property of) the Planning Acts, building regulations and all material restrictions, conditions and stipulations for the time being affecting all or any part of the Real Property or the mode or use or enjoyment of the same, and
- (b) preserve and renew when desirable or necessary all Authorisations and rights relating to the Real Property

7. INSURANCES

7.1 Rights

- (a) Subject to the rights of the Security Agent under paragraph (b) below, the Chargor must, to the extent commercially reasonable, diligently pursue its rights under each of its Insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Facilities Agreement
- (b) After this Security has become enforceable
 - (i) the Security Agent may exercise (without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor) any of the rights of the Chargor in connection with any amounts payable to it under any of its Insurances,
 - (ii) the Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights, this includes initiating and pursuing legal or arbitration proceedings in the name of the Chargor, and
 - (iii) the Chargor must hold any payment received by it under any of its Insurances (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Security Agent

8. PROVISIONS AS TO SECURITY

8.1 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Fixed Security*)
- (b) It shall be implied in respect of Clause 3 (*Fixed Security*) that the Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

8.2 Notice of Security: Leases

The Chargor will

- (a) following the occurrence of an Event of Default which is continuing, give notice to all landlords, tenants and other persons who are parties to any Leases, of the fixed charge constituted under this Legal Mortgage in respect of any such Lease, the notice being in the form set out in Part 1 of Schedule 3 (*Notice of Assignment of Lease*) or such other form as the Security Agent may agree, and
- (b) use its reasonable endeavours to procure from each of the landlords, tenants, and other persons an acknowledgement of receipt of such notice in the form set out in Part 2 of Schedule 3 (*Acknowledgement of Assignment of Lease*) within 14 days of service of any notice pursuant to Clause 8 2(a)

8.3 Notice of Security Insurance Policies

The Chargor will

- (a) as soon as reasonably practicable following release of any prior ranking charge give notice to each insurer party to each of the Insurance Policies of the assignment constituted under this Legal Mortgage, the notice being in the form set out in Part 1 of Schedule 4 (*Notice of Assignment of Insurance Policy*), and
- (b) use its reasonable endeavours to procure from each insurer an acknowledgement of receipt of such notice in the form set out in Part 2 of Schedule 4 (*Acknowledgement of Assignment of Insurance Policy*) within 14 days of the date of its receiving a request under Clause 8 3(a) to give notice to the relevant other party

8.4 Third Party Consents

- (a) If under the terms of a Lease under which it holds an interest in the Real Property or any Insurance Policy the Chargor is not permitted to charge or assign its interest in such Real Property or Insurance Policy without the consent of the landlord, insurer or other third party
- (b) The Chargor undertakes promptly to make an application for the landlord's, insurer's or other third party's consent to the creation of the assignment contained in Clause 3 3 (*Assignment by way of Security*), the fixed charge contained in Clause 3 4 (*Fixed Charges*) and any charge to be created under Clause 9 (*Further Assurance*), and shall use all reasonable endeavours to obtain such consent as soon as possible and shall keep the Security Agent informed of the progress of its negotiations with such landlord, insurer or other third party

8.5 Deposit of title deeds

The Chargor shall

- (a) as soon as reasonably practicable following release of any prior ranking charge over the Charged Assets (and upon the acquisition by it of any interest in any Charged Assets at any time) deposit with the Security Agent all deeds, certificates and other documents (if any) constituting or evidencing title to the Charged Assets and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf, and

- (b) deposit with the Security Agent at any time thereafter any further such deeds, certificates and other documents and all local land charges, land charges and Land Registry search certificates and similar documents, promptly upon coming into possession of any of those items

8.6 Application to the Land Registry

The Chargor hereby consents to an application in the following or substantially similar terms being made to the Land Registry to enter a restriction in the proprietorship register of any registered land at any time forming part of the Real Property

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 24 8(b) of the Facilities Agreement dated [] and made between, inter alios, Lifecare Residences (Holdings) B V (company registration number []) and Grove Place Pty Limited (company registration number 06863299) as original borrowers, Lifecare Residences Investments Cooperatief U A (company registration number []) as parent, the subsidiaries of the Parent as set out therein as original guarantors, Stornoway Finance S a r l, acting through its Compartment 21/Lifecare as original lender and Solutus Advisors Ltd as agent and security agent, have been complied with or that they do not apply to the disposition "

8.7 Further Loans

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to Dutch Borrower (as defined in the Facilities Agreement) as borrower, and that obligation will be deemed to be incorporated in this Legal Mortgage as if set out in this Legal Mortgage
- (b) The Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets

9. FURTHER ASSURANCE

9.1 Further assurance

- (a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below
- (b) The Chargor shall promptly, at its own cost, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, 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 Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights,

powers and remedies of the Security Agent provided by or pursuant to this Legal Mortgage or by law,

- (ii) to confer on the Security Agent security over any asset or undertaking of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Legal Mortgage, and/or
- (iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets

9.2 Necessary Action

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Timing

This Security will become immediately enforceable any time after the occurrence of an Event of Default that is continuing

10.2 Enforcement

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner as the Majority Lenders direct

11. ENFORCEMENT OF SECURITY

11.1 General

- (a) 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 Legal Mortgage
- (b) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Legal Mortgage shall operate for the purposes of Section 101 of the Law of Property Act 1925 only (but otherwise subject to the provisions of Clause 13) as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise immediately following the occurrence of an Event of Default
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law of Property Act 1925) does not apply to this Security
- (d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to

comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925)

11.2 No liability as mortgagee in possession

None of the Security Agent, any Receiver, nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset

- (a) to account as mortgagee in possession or for any loss on realisation, or
- (b) for any default or omission for which a mortgagee in possession might be liable,
- (c) except in the case of gross negligence or wilful default on its part

11.3 Privileges

Each Receiver, the Security Agent or a nominee of a Receiver of the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925)

11.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Finance Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

11.5 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 Charged Asset and/or
 - (ii) procure the transfer of that Security Interest to itself or its nominee, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor
- (b) The Chargor must pay to the Security Agent, immediately on demand, the 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

11.6 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No 2) Regulations 2003 apply to a Charged Asset, the Security Agent shall have the right to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations

11.7 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 13 2 (*Enforcement*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986

12. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12.1 Appointment and removal

After this Security has become enforceable in accordance with Clause 10 (*When security becomes enforceable*) the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets, or
- (b) appoint two or more Receivers of separate parts of the Charged Assets, or
- (c) remove (so far as it is lawfully able) any Receiver so appointed, or
- (d) appoint another person(s) as an additional or replacement Receiver(s), or
- (e) appoint one or more persons to be an administrator of the Chargor

12.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 12 1 (*Appointment and removal*) shall be

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver,
- (b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent, and
- (c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925)

12.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by this

Legal Mortgage) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets

13. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of this Legal Mortgage (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor)

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act,
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver),
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do, and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to
 - (i) any of the functions, powers, authorities or discretions conferred on or vested in him,
 - (ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Legal Mortgage or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed), or
 - (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Assets

14. APPLICATION OF MONEYS

All moneys received or recovered by the Security Agent or any Receiver pursuant to this Legal Mortgage or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with the Facilities Agreement

15. EXPENSES AND INDEMNITY

15.1 General

Without in any way limiting the terms of the Facilities Agreement the Chargor must

- (a) immediately on demand pay all costs and expenses (including reasonable legal fees) reasonably incurred in connection with the negotiation, preparation, printing, execution and perfection of this Legal Mortgage by the Security Agent, Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Legal Mortgage, and
- (b) keep each of those persons indemnified against any loss, liability, costs or expenses incurred by it as a consequence of a breach or non-performance by the Chargor of any of the provisions of this Legal Mortgage, incurred by it in connection with any litigation, arbitration or administrative proceedings concerning this security, 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

15.2 Currency Indemnity

- (a) The Chargor must, as an independent obligation, indemnify the Security Agent against any loss or liability which the Security Agent incurs as a consequence of
 - (i) the Security Agent receiving an amount in respect of an Obligor's liability under the Finance Documents, or
 - (ii) that liability being converted into a claim, proof, judgment or order,
 in a currency other than the currency in which the amount is expressed to be payable under the relevant Finance Document
- (b) Unless otherwise required by law, the Chargor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable

16. PROTECTION OF PURCHASERS

16.1 Consideration

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 Charged 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

16.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Security Agent or such Receiver in such dealings

17. POWER OF ATTORNEY

17.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute,

deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for

- (a) carrying out any obligation imposed on the Chargor by this Legal Mortgage or any other agreement binding on the Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged 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 Legal Mortgage or by law (including, after this Legal Mortgage has become enforceable in accordance with Clause 10 (*When security becomes enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets)

17.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers conferred under this Legal Mortgage

18. EFFECTIVENESS OF SECURITY

18.1 Continuing security

- (a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent
- (b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

18.2 Cumulative rights

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Security Agent or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security

18.3 No prejudice

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance 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

18.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Legal

Mortgage, shall operate as a waiver of those rights, powers and remedies, nor shall any single or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies

18.5 Partial invalidity

If, at any time, any provision of this Legal Mortgage 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 Legal Mortgage 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 intended to be created by or pursuant to this Legal Mortgage is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

18.6 Waiver of defences

The obligations of, and the Security created by, the Chargor under this Legal Mortgage will not be affected by any act, omission, matter or thing which, but for this Clause 18.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Legal Mortgage and whether or not known to the Chargor or any Finance Party including, without limitation

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor,
- (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 Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security,
- (d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person,
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations, and
- (g) any insolvency or similar proceedings

18.7 Immediate recourse

The Chargor waives any right it may have of first requiring a Finance Party (or any trustee or Security Agent on its behalf) to proceed against or enforce any other rights or Security or

claim payment from any other person before claiming from the Chargor under this Legal Mortgage. This waiver applies irrespective of any law or any provision of this Legal Mortgage to the contrary.

18.8 Deferral of rights

Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Legal Mortgage

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any guarantor of any Obligor's obligations under this Legal Mortgage, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Finance Parties under this Legal Mortgage or of any other guarantee or Security taken pursuant to, or in connection with, this Legal Mortgage by any Finance Party

18.9 Release of Chargor's right of contribution

If the Chargor ceases to be the Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of the Chargor

- (a) the Chargor will be released by each other Obligor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any Obligor of its obligations under the Finance Documents, and
- (b) each Obligor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Finance Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Chargor

18.10 Collateral Security

Where any Security initially takes effect as a collateral or further Security to another Security intended to be constituted under this Legal Mortgage or which otherwise secures all or any part of the Secured Obligations to which the Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security, the first mentioned Security will operate as an independent Security

19. PRIOR SECURITY INTERESTS

- (a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Legal Mortgage, the Security Agent may redeem such prior Security Interest or procure the transfer thereof to itself
- (b) The Security Agent may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargor

- (c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargor to the Security Agent on demand together with accrued interest thereon as well as before judgement at the rate from time to time applicable to unpaid sums specified in the Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement)

20. SUBSEQUENT SECURITY INTERESTS

If the Security Agent or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of the Chargor to the Security Agent will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received

21. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Security Agent under this Legal Mortgage (including the proceeds of any conversion of currency) may in the discretion of the Security Agent be credited to any interest bearing suspense or impersonal account(s) maintained with a financial institution (including itself) for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Security Agent's discretion, in or towards the discharge of any of the Secured Obligations

22. RELEASE OF SECURITY

Upon the expiry of the Security Period, the Security Agent shall, at the request and cost of the Chargor, take whatever action is necessary to release and cancel the security constituted by this Legal Mortgage and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Legal Mortgage and return all deeds of title delivered under this Legal Mortgage, in each case without recourse to, or any representation or warranty by, Security Agent or any of its nominees

23. NOTICES

Any communication under this Legal Mortgage or any other Finance Document created by or under this Legal Mortgage shall be made and given in accordance with the terms of clause 35 (*Notices*) of the Facilities Agreement

24. ASSIGNMENT

24.1 Right of Security Agent to assign

The Security Agent may at any time assign or otherwise transfer all or any part of its rights or obligations under this Legal Mortgage in accordance with and subject to the Facilities Agreement

24.2 Restrictions on the Chargor

The Chargor may not assign or transfer any of its rights or obligations under this Legal Mortgage

24.3 Confidentiality

The Security Agent may subject to and as permitted by the terms of the Facilities Agreement, give such information relating to the Chargor and the Chargor's liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Security Agent and/or to enter into contractual relations with the Security Agent with respect to this Legal Mortgage

25. COUNTERPARTS

This Legal Mortgage 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. SEVERABILITY

If any provision of this Legal Mortgage is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect -

- (a) the validity or enforceability in that jurisdiction of any other provision of this Legal Mortgage, or
- (b) the validity or enforceability in any other jurisdiction of that or any other provision of this Legal Mortgage

27. PERPETUITY PERIOD

The perpetuity period applicable to the trusts created by this Legal Mortgage is one hundred and twenty five years

28. GOVERNING LAW

This Legal Mortgage and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of England

29. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Mortgage (including a dispute relating to the existence, validity or termination of this Legal Mortgage or any non-contractual obligation arising out of or in connection with this Legal Mortgage) (a "Dispute")
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This Clause 29 is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

30. SECURITY AGENT PROVISIONS

The Security Agent executes this Deed as security agent in the exercise of the powers and authority conferred and vested in it under the Facilities Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers and authority under this Deed in the manner provided for in the Facilities Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facilities Agreement and the other Finance Documents.

THIS LEGAL MORTGAGE has been executed as, and is intended to take effect as a deed by the Chargor and has been signed by the Security Agent on the date written on the first page of this Legal Mortgage.

SCHEDULE 1

Property

Name of Property Owning Company	Address	Title No.
Bentleigh Care Limited	Somerleigh Court Nursing Home, Somerleigh Road, Dorchester, Dorset, DT1 1AQ	DT276957

SCHEDULE 3

Part 1 Notice of Assignment of Lease

To [Headlease Holder/Tenant]

Date •

Dear Sirs,

We give you notice that, by a Legal Mortgage dated [] December 2014 (the "**Legal Mortgage**"), we charged by way of [equitable assignment/fixed charge] to • (the "**Security Agent**") as trustee for the Secured Parties all our right, interests and benefits in, to and under [the [describe Lease] dated • between • and • relating to • (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**")]

We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease

We irrevocably instruct and authorise you to pay all payments under or arising under the Lease to our account called "• - [Disposals/Deposit/Rent/General] Account", Account number • sort code • It is very important that you make all immediate arrangements for all sums payable by you under the Lease to be paid to this account

Please note that

- 1 all remedies provided for under the Lease or available at law or in equity are exercisable by the Security Agent,
- 2 all rights to compel performance of the Lease are exercisable by the Security Agent, and
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Lease belong to the Security Agent

This letter is governed by and will be construed in accordance with the laws of England Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us

Yours faithfully

•

Part 2
Acknowledgement of Assignment of Lease

To •
 as Security Agent

Date •

Dear Sirs

We confirm receipt from • (the “Chargor”) of a notice dated • of a charge by way of [equitable assignment/fixed charge] upon the terms of a Legal Mortgage dated [] December 2014 (the “Legal Mortgage”) to • (the “Security Agent”) as trustee for the Secured Parties of all the Chargor's right, interest and benefit in, to and under the Lease (as specified in that notice) to which we are a party

We confirm that we have not received notice of

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice, or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice

We further confirm that

- 1 no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent,
- 2 no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
- 3 the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease, and
- 4 no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach

We confirm that we have made all necessary arrangements for all future payments payable under such Lease to be made into the account specified in the notice

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt

This letter is governed by and will be construed in accordance with the laws of England

Yours faithfully

SCHEDULE 4

Part 1 Notice of Assignment of Insurance Policy

To [Insurer]

Date •

Dear Sirs,

We give you notice that, by a Legal Mortgage dated [] December 2014 (the "**Legal Mortgage**"), we charged by way of [equitable assignment/fixed charge] to • (the "**Security Agent**") as trustee for the Secured Parties all our right, interests and benefits in, to and under the [*describe Insurance Policy*] with policy number effected by us or whomsoever in relation to the risk to [*describe Property*] (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**")]

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy

We irrevocably instruct and authorise you to pay all payments under or arising under the Policy to our account called "• - [*Disposals/Deposit/Rent/General*] Account", Account number • sort code • It is very important that you make all immediate arrangements for all sums payable by you under the Policy to be paid to this account

Please note that

- 1 all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent,
- 2 all rights to compel performance of the Policy are exercisable by the Security Agent, and
- 3 all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Security Agent

This letter is governed by and will be construed in accordance with the laws of England Would you please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us

Yours faithfully

•

Part 2
Acknowledgement of Assignment of Insurance Policy

To •
 as Security Agent

Date •

Dear Sirs

We confirm receipt from • (the “Chargor”) of a notice dated • of a charge by way of [equitable assignment/fixed charge] upon the terms of a Legal Mortgage dated [] December 2014 (the “**Legal Mortgage**”) to • (the “**Security Agent**”) as trustee for the Secured Parties of all the Chargor's right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party

We confirm that we have not received notice of

- (a) any assignment or charge of or over any of the rights, interests and benefits specified in such notice, or
- (b) the interest of any third party in any of the rights, interests and benefits specified in such notice

We further confirm that

- 1 no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent,
- 2 no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination,
- 3 the Chargor will remain liable to perform all its obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy, and
- 4 no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach

We confirm that we have made all necessary arrangements for all future payments payable under such Policy to be made into the account specified in the notice

We unconditionally and irrevocably waive all rights of set-off, lien, combination of accounts and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt

This letter is governed by and will be construed in accordance with the laws of England

Yours faithfully

CHARGOR

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Director

..... Ap Waters

RAWATER

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FOREST ROAD NEW
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Director

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EXECUTION PAGE

CHARGOR

Executed as a deed by
Bentleigh Care Limited
acting by

)
)
)
)

.....
Director

in the presence of

Signature of witness

.....

Name of witness

.....

Address of witness

.....

.....

SECURITY AGENT

Solutus Advisors Limited
acting by

)
)
)
)

.....
Director

in the presence of

Signature of witness

.....
.....

Name of witness

.....
LEAH ALLEN

Address of witness

.....
18 LONGRISE ..

.....
BELLINGHAM, ESSEX.....

.....
CM12 9QR ..