

MR01

Particulars of a charge

229734/390



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 within 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 accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record.

THURSDAY



A2H7MURM

A02

19/09/2013

#145

COMPANIES HOUSE

1 Company details

Company number 0 4 6 7 5 2 3 7

Company name in full Cheshire House Limited (the "Charging Company")

For official use

→ **Filing 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 d1 d1 m0 m9 y2 y0 y1 y3

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 Bank of Scotland plc (in its capacity as Security Agent and trustee
for the Beneficiaries, as each term is defined in the Debenture filed
with this Form MR01)

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

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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

Continuation page

Please use a continuation page if you need to enter more details

Description

The Charging Company with full title guarantee charged to the Security Agent, amongst other things, the following land and intellectual property

1 By way of legal mortgage, all Land (other than the Floating Charge Properties) in England and Wales vested in it at the date of the Debenture and not registered at the Land Registry

2 By way of fixed charge

i) all other Land (other than Floating Charge Properties) which is at the date of the Debenture, or in the future becomes, its property,

ii) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and

iii) all Intellectual Property that may be acquired by or belong to it in the future, including any such intellectual property to which it is not absolutely entitled or to which it is entitled together with others

Terms defined in the Debenture registered by virtue of this MR01 shall have the same meanings when used in this Form MR01

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Hogen Logistics International LLP.* X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name F3/MJC/NGOVJULI/19558 08582

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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: 4675237

Charge code: 0467 5237 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2013 and created by CHESHIRE HOUSE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2013

Q

Given at Companies House, Cardiff on 20th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

11 September 2013

MYRIAD HEALTHCARE LIMITED
and certain of its Subsidiaries
(as Chargors)

- and -

BANK OF SCOTLAND PLC
(as Security Agent)

DEBENTURE

This Deed is entered into with the benefits of and subject to the terms of
the Intercreditor Agreement (as defined herein)

*Save for material redacted pursuant to s859G of the Companies Act 2006, we
hereby certify that this is a true copy of the composite original*

Hogan Lovells International LLP
Date: 16 September 2013

Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG



Ref F3/MJC/EMK/3296004
19558/08582

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEBENTURE IS made on

11 September 2013

BETWEEN

- (1) THE COMPANIES named in Schedule 1 (*The Chargors*), and
- (2) Bank of Scotland plc as Security Agent

WITNESSES AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Unless the context otherwise requires, words or expressions defined in the Facilities Agreement shall have the same meanings in this Debenture and this construction shall survive the termination of the Facilities Agreement. In addition, in this Debenture

"Account Bank" means Bank of Scotland plc or such other bank as the Security Agent may from time to time specify

"Act" means the Companies Act 2006

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them.

"Beneficiary" means each Finance Party and BoS

"BoS" means Bank of Scotland plc and any Affiliate of Bank of Scotland plc

"BoS Debt" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by each Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of each Chargor to a third party which have been assigned or novated to or otherwise vested in BoS and including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping any Chargor's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Debenture

"Business Transfer Agreements" means

- (a) the business and asset transfer agreement dated on or around the date of this Debenture between Caring Homes Healthcare Group Limited (company number 04258255) as seller and the Company as buyer,
- (b) the business and asset transfer agreement dated on or around the date of this Debenture between Walstead Place Residential Homes Limited as seller and the Company as buyer, and
- (c) the business and asset transfer agreement dated on or around the date of this Debenture between Caring Homes (L'Hermitage) Limited as seller and the Company as buyer

"Chargor" means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

"Collection Account" means in relation to a Chargor, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

"Company" means Myriad Healthcare Limited a limited liability company incorporated under the laws of England and Wales with registered number 06367517

"Declared Default" means that an Event of Default has occurred and as a result

- (a) the Agent has taken steps to exercise any of its rights under Clause 27.24 (*Acceleration*) of the Facilities Agreement, or
- (b) BoS has cancelled any of its commitments to lend or provide other financial accommodation to any member of the Group or has otherwise taken any step to accelerate any of the BoS Debt

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 5 (*Form of Deed of Accession and Charge for a New Chargor*)

"Default" means

- (a) a Default under and as defined in the Facilities Agreement, and
- (b) a default (howsoever described) or any event of circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing) be a default (howsoever described) under any other agreement or instrument constituting any BoS Debt

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"Excluded Shares" means any shares held by Lawgra (No 1465) Limited in Antra Limited, a limited liability company incorporated in England and Wales with registered number 6437778,

"Event of Default" means

- (a) an Event of Default under and as defined in the Facilities Agreement; and
- (b) a default (howsoever described) under any other agreement or instrument constituting any BoS Debt

"Facilities Agreement" means the facilities agreement originally dated 28 July 2010 as amended and/or amended and restated from time to time including on or about the date of this Debenture between Myriad Healthcare Limited (as the Company), the parties listed as Guarantors and Bank of Scotland plc (as Arranger), Original Lender, Agent, Security Agent and in certain other capacities

"Finance Document" means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, the Deed of Priority, the Investor Undertaking, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company

"Finance Party" means the Agent, the Arranger, the Security Agent or a Lender

"Financial Collateral" in relation to a Chargor, means any of its Assets comprising financial collateral within the meaning of the Financial Collateral Regulations

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003, as amended

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed Security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of floating charge*) (or by the equivalent provisions in any Deed of Accession and Charge) but, in relation to Assets situated in Scotland and charged by clause 3 3(b) only in so far as concerns the floating charge over that Asset

"Floating Charge Companies" means the Companies listed in Schedule 4 (*Floating Charge Companies*)

"Floating Charge Properties" means the properties to be charged only under Clause 3 3 (*Creation of floating charge*) as described further in Schedule 3 (*Floating Charge Properties*)

"Group" means the Company and its Subsidiaries for the time being.

"Indebtedness" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges

"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time but excluding any liability insurance and any directors' and officers' insurance

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Intellectual Property Rights" in relation to a Chargor, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3 2 (*Fixed Security*) (or pursuant to the equivalent provisions in any Deed of Accession and Charge).

"Intercreditor Agreement" means the intercreditor agreement dated 28 July 2010 and made between, among others, the Company, the Debtors (as defined in the Intercreditor Agreement), Bank of Scotland plc as Security Agent, Bank of Scotland plc as agent, the Lenders, the Arranger, the Ancillary Lenders, the Hedge Counterparties, the Investors and the Intra-Group Lenders (as defined in the Intercreditor Agreement).

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) heritable and immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise

"New Chargor" means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 28 (*Accession of a New Chargor*)

"Party" means a party to this Debenture

"Permitted Security" has the meaning given to that term in the Facilities Agreement

"Receivables" in relation to a Chargor, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed Security*) (or pursuant to the equivalent provisions in any Deed of Accession and Charge)

"Receiver" means a receiver and manager appointed under Clause 16 (*Appointment of a Receiver or an Administrator*) including (where the context requires or permits) any substituted receiver and manager

"Secured Sums" means:

- (a) the BoS Debt, and
- (b) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:
 - (i) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
 - (ii) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 7 (*Specified Intellectual Property*)

"Specified Investments" means, in relation to a Chargor, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Chargor or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) that Chargor has deposited certificates for with the Security Agent

1.2 Interpretation. Unless the context otherwise requires, the interpretative provisions set out in the paragraphs below shall apply in this Debenture

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees
- (b) "Including" and "in particular" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (c) A "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (d) "Property" includes any interest (legal or equitable) in real or personal immoveable or moveable property and any thing in action
- (e) "Variation" includes any variation, amendment, accession, novation, restatement, modification, assignment, assignation, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly
- (f) "Writing" includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and "written" has a corresponding meaning
- (g) Subject to Clause 32.4 (*Variations*), references to this Debenture or to any other document (including any Finance Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it
- (h) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture.

- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances
 - (k) Headings in this Debenture are inserted for convenience and shall not affect its interpretation
 - (l) A Default (other than an Event of Default) is "continuing" if it has not been remedied or waived and an Event of Default for those purposes is "continuing" if it has not been waived
 - (m) "Blank stock transfer form" means a stock transfer form executed by two directors or a director and the secretary of a Chargor but with the section relating to the consideration and the transferee left blank.
- 1 3 **Conflict of terms:** If any conflict arises between the covenants and undertakings in Clause 11 (*Land*) and Clause 12 (*Intellectual Property Rights*) and the covenants and undertakings in Clause 26 (*General Undertakings*) of the Facilities Agreement, the covenants and undertakings given in the Facilities Agreement shall prevail
- 2 **COVENANT TO PAY**
- 2 1 **Covenant to pay:** Each Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge
- (a) all BoS Debt whether on or after demand, and
 - (b) the other Secured Sums at the times and in the manner provided in the relevant Finance Documents
- 2 2 **Proviso:** The covenants contained in this Clause and the security created by this Debenture shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2.3 **Demands:**
- (a) The making of one demand shall not preclude the Security Agent from making any further demands
 - (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Debenture.
- 3 **CREATION OF SECURITY**
- 3 1 **Assignments:** Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent:
- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
 - (b) all its rights, title and interest from time to time in respect of the Business Transfer Agreements
- 3.2 **Fixed Security:** Each Chargor (other than the Floating Charge Companies), with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry (other than the Floating Charge Properties) or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be mortgaged*);
- (b) by way of legal mortgage, all other Land (other than the Floating Charge Properties) in England and Wales now vested in it and not registered at the Land Registry,
- (c) by way of fixed charge
 - (i) all other Land (other than the Floating Charge Properties) which is now, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land (other than the Floating Charge Properties) or the proceeds of sale of Land now or in the future belonging to it,
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3 2,
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land (other than the Floating Charge Properties);
 - (v) all Specified Investments (other than the Excluded Shares) which are now its property, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
 - (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments;
 - (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
 - (x) all its goodwill and uncalled capital for the time being;
 - (xi) all Specified Intellectual Property belonging to it,
 - (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,

- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xv) inclusive of this Clause,
- (xvii) all trade debts now or in the future owing to it,
- (xviii) all debts owing to it as described in Schedule 9 (*Details of Debts Owed to a Chargor by another member of the Group which are subject to a fixed charge*),
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*),
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account; and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3.3 Creation of floating charge: Each Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*), and

- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that such Chargor shall not create any Security over any such Floating Charge Asset (whether having priority over, or ranking *par passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Floating Charge Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

3.4 Notices of Assignment:

- (a) The Chargors shall on the date of the Debenture give notice to the insurers substantially the form set out in Part 1 of Schedule 8 (*Forms of Notice of Assignment*) (and any broker) of the security over the Insurance Policies and their proceeds created by this Debenture and otherwise comply with its obligations in Clause 26 23 (*Insurance*) of the Facilities Agreement
- (b) Notwithstanding the obligation set out in 3 4(a) above and the notice set out in Part 1 of Schedule 8 (*Forms of Notice of Assignment*), the Security Agent acknowledges the provisions of Clause 26 23 (*Insurance*) of the Facilities Agreement
- (c) The Company shall on the date of this Debenture execute a notice of assignment in respect of each Business Transfer Agreement in substantially the form set out in Part 2 of Schedule 8 (*Forms of Notice of Assignment*) and immediately deliver the notice to the seller under that Business Transfer Agreement
- (d) Each Chargor hereby acknowledges the provisions of this Debenture in respect of the Security created over any intra-group liabilities which may at any time be owing by a Chargor to another member of the Group
- (e) The Company shall use all reasonable endeavours (including expending reasonable costs and expenses) to procure the execution and delivery to the Security Agent of acknowledgments by the addressees of the notices delivered to them pursuant to paragraphs (a), (b), and (c) above

3 5 Priority:

- (a) Any fixed Security created by a Chargor and subsisting in favour of the Security Agent shall (save as the Security Agent may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3 3 (*Creation of floating charge*)
- (b) Any Security (other than Permitted Security) created in the future by a Chargor (except in favour of the Security Agent) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture

3 6 Application to the Land Registry: Each Chargor:

- (a) in relation to each register of title of any present and future Land of that Chargor which is charged to the Security Agent under this Deed or pursuant to Clause 9

(Further Assurance), consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following, at any time

- (i) a form AP1 (*application to change the register*) in respect of the security created by this Debenture,
 - (ii) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Debenture,
 - (iii) a form RX1 (*application to register a restriction*) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer ", and
 - (iv) a form CH2 (*application to enter an obligation to make further advances*), and,
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.2 (*Fixed Security*) at its own expense, immediately following its execution of this Debenture, and
 - (c) covenants to use its best endeavours to satisfy in a prompt manner any requisitions raised by the Land Registry in connection with any applications to register the security created by the Debenture.

3 7 Lessor's consent:

- (a) Each Chargor shall use all reasonable endeavours (including incurring reasonable costs and expenses) to obtain any lessor's consent required for the creation of the charges envisaged by paragraphs (a), (b) and (c)(i) of Clause 3 2 (*Fixed Security*) as soon as possible, keep the Security Agent informed of the progress of its negotiations with the lessor and provide the Security Agent with a copy of each consent immediately after its receipt
- (b) If any charge created in paragraphs (a), (b) and (c)(i) of Clause 3 2 (*Fixed Security*) breaches the terms of any lease under which the relevant Chargor holds any leasehold property, such breach shall not in turn constitute a breach of any of the representations and warranties given by any Chargor in the Finance Documents

3 8 Licensor's consent:

If any charge created by clause 3 2 (*Fixed Security*), clause 3.3 (*Creation of floating Charge*) or clause 9 (*Further assurance*) would cause a Chargor to be in breach of any licence or other agreement relating to Intellectual Property or its Intellectual Property Rights (other than in respect of the Specified Intellectual Property), such Intellectual Property or Intellectual Property Rights shall be excluded from this charge until such time, if any, as all requisite consents have been obtained to the creation of such charge.

4. CRYSTALLISATION

- 4 1 Crystallisation by notice.** The floating charge created by each Chargor in Clause 3 3 (*Creation of floating charge*) may, subject to Clause 4 5 (*Moratorium Assets*), be crystallised into a fixed charge by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Company on its behalf) if

- (a) a Declared Default has occurred,
- (b) the Security Agent in good faith considers that a Default under Clause 27.6 (*Insolvency*) or Clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred and is continuing, or
- (c) that any event as described in Clause 27.6 (*Insolvency*) or Clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred and is continuing with respect to a Chargor, or
- (d) the Security Agent in good faith considers that any of the Assets expressed to be charged to the Security Agent by this Debenture may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or
- (e) a circumstance envisaged by paragraph (a) of Clause 4.2 (*Automatic crystallisation*) occurs and the Security Agent in good faith considers that such crystallisation is desirable in order to protect the priority of its security

Such crystallisation shall take effect over the Floating Charge Assets or class of Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor.

4.2 Automatic crystallisation: If, without the Security Agent's prior written consent

- (a) any Chargor, in contravention of any Finance Document or any other document or agreement creating or evidencing any BoS Debt, resolves to take or takes any step to
 - (i) charge or otherwise encumber any of its Floating Charge Assets,
 - (ii) create a trust over any of its Floating Charge Assets, or
 - (iii) dispose of any Floating Charge Asset (except by way of sale in the ordinary course of such Chargor's business to the extent that such disposal is not otherwise prohibited by any Finance Document or any other document or agreement creating or evidencing any BoS Debt); or
- (b) any person resolves to take or takes any step to seize or sell any Floating Charge Asset pursuant to any form of legal process other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed before it is advertised and in any event within 14 days of commencement, or
- (c) an Event of Default under Clause 27.6 (*Insolvency*) or 27.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred, or
- (d) any event as described in Clause 27.6 (*Insolvency*) or Clause 27.7 (*Insolvency Proceedings*) of the Facilities Agreement has occurred with respect to a Chargor,

then the floating charge created by Clause 3.3 (*Creation of floating charge*) shall, subject to Clause 4.5 (*Moratorium Assets*), be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset or, in the case of paragraph (c) above into a fixed charge over all Floating Charge Assets of the relevant Chargor.

4.3 Future Floating Charge Assets: Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless the crystallisation relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after

crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.3 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the specific Floating Charge Assets affected by the crystallisation

- 4.4 **Reconversion** Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Agent to the relevant Chargor (or to the Company on its behalf), be reconverted into a floating charge in relation to the Assets specified in such notice
- 4.5 **Moratorium Assets:** The floating charge created by each Chargor in Clause 3.3 (*Creation of floating charge*) may not be converted into a fixed charge on Assets for which a moratorium is in force if and for so long as such conversion would breach paragraph 13 in Schedule A1 of the Insolvency Act 1986 or on Assets situated in Scotland, if and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion

5 TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS

- 5.1 **Documents** Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Agent, each Chargor shall deposit with the Security Agent, and the Security Agent shall be entitled to retain during the continuance of the security created by this Debenture, all deeds and documents of title relating to all its Fixed Security Assets, including policies of insurance and assurance, certificates of registration and certificates constituting or evidencing Specified Investments and Intellectual Property Rights

5.2 Insurance

(a) Each Chargor shall:

- (i) maintain at all times insurance policies which comply with Clause 23.29 (*Insurance*) of the Facilities Agreement and any equivalent provisions of any other document or agreement creating or evidencing any BoS Debt and comply with the terms of all such insurance policies, including any stipulations or restrictions as to use or operation of any asset, and shall not do or permit anything which may make any insurance policy void or voidable, and
- (ii) make notifications to insurers of any claims or prospective claims in accordance with the provisions of the relevant insurance policy and diligently pursue the making of recoveries from insurers.

(b) Each Chargor shall procure that:

- (i) except where the proceeds of a particular insurance policy have been assigned by way of security to the Security Agent, the Security Agent be shown as the loss payee on the face of all its insurance policies in such form as the Security Agent may require;
- (ii) the members of the Group shall punctually make all premium and other payments necessary for effecting or maintaining such insurances and on demand shall produce to the Security Agent the receipts of such payments; and
- (iii) the members of the Group shall, if so required by the Security Agent, use their best endeavours to cause the policies of insurance maintained by

them as required by this Clause to be forthwith amended to include clauses in form satisfactory to the Security Agent to ensure that the policies shall not be voidable by the insurers as a result of any misrepresentation, non-disclosure of material facts or breach of warranty provided that in each case there shall have been no fraud or wilful deceit on the part of the insured member of the Group

- (c) If any default shall at any time be made in effecting or maintaining insurance required by this Clause or in producing any payment receipt to the Security Agent on demand or depositing any policy with the Security Agent pursuant to the Transaction Security Documents, the Security Agent may take out or renew such insurances in such sums as the Security Agent may think expedient and all money expended by the Security Agent under this provision shall be recoverable by the Security Agent under Clause 24 (*Costs, expenses and liabilities*)
- (d) Each Chargor shall use its best endeavours to procure that its insurance broker undertakes in writing to the Security Agent that
 - (i) as soon as it becomes aware that the Chargor has failed to pay any premium or renew any insurance, it will keep the Security Agent's interest in such insurance in force up to the full sum insured and for the same risks (subject to the premium for any such period of extended cover being payable by the Security Agent for the account of the Chargor),
 - (ii) it will advise the Security Agent of any proposed cancellation of the policy at least 14 days before such cancellation is due to take effect,
 - (iii) If the insurance cover is to be reduced or any insured risks are to be restricted, it will advise the Security Agent at least 14 days before such reduction or restriction is due to take effect,
 - (iv) it will advise the Security Agent immediately of any act, omission or event which comes to the knowledge of the insurer or the broker (as the case may be) and which might invalidate the insurance or render it unenforceable, in whole or in part, and
 - (v) it will advise the Security Agent if any claim with a value in excess of £15,000 is rejected by insurers or if insurers impose a reservation of rights following the notification of any claim

6. COLLECTION OF RECEIVABLES

- 6.1 Collection Account:** Except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, each Chargor shall collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Part 1 of Schedule 6 (*Collection of Receivables*) Each Chargor shall, pending such payment, hold all money so received upon trust for the Security Agent

6.2 Notices to Account Bank:

Each Chargor (or the Company on its behalf) shall, immediately after the execution of this Debenture, give notice to the Account Bank substantially in the form set out in Part 2 of Schedule 6 (*Collection of Receivables*) and use all reasonable endeavours (including incurring reasonable costs and expenses) to ensure that the Account Bank delivers to the Security Agent the form of acknowledgment to that notice

- 6.3 **No derogation:** No Chargor shall purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable (other than by way of Permitted Security) in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business
- 6.4 **Factored debts:** If the Security Agent releases, waives or postpones its rights in respect of any Receivable to enable a Chargor to factor or discount them to any person (the "factor"), the charges created by this Debenture shall in all other respects remain in full force and effect. In particular, all amounts becoming due to such Chargor from the factor and any Receivables reassigned, or due to be reassigned to such Chargor, shall be subject to the relevant fixed charge created by this Debenture, subject only to any defences or rights of set-off which the factor may have against such Chargor
- 6.5 **Information:** Each Chargor shall deliver to the Security Agent such particulars as to the amount and nature of its Receivables as the Security Agent may from time to time reasonably require

7 NEGATIVE PLEDGE AND OTHER RESTRICTIONS

No Chargor shall, without the prior written consent of the Security Agent (and with the exception of Permitted Security)

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so.

8 RIGHT OF APPROPRIATION

- 8.1 **Financial Collateral Arrangement** The Parties acknowledge and intend that the charges over each Chargor's Financial Collateral provided under or pursuant to this Debenture will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations
- 8.2 **Right of Appropriation.** The Security Agent may, on or at any time after the security constituted by this Debenture becomes enforceable, by notice in writing to the relevant Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise.
- 8.3 **Value:** The value of any Financial Collateral appropriated under Clause 8.2 shall be
- (a) in the case of cash, its face value at the time of appropriation; and
 - (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent;

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

- 8.4 **Surplus or Shortfall** The Security Agent will account to the relevant Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the Chargors shall remain liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums
- 8.5 **Confirmation** Each Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf, and (ii) the method of valuing such Financial Collateral under Clause 8.3 is commercially reasonable

9 **FURTHER ASSURANCE**

- 9.1 Each Chargor shall (and the Company shall procure that each Chargor will) promptly do all such acts and execute all such documents (including assignments, assignments, transfers, mortgages, charges, standard securities, notices, forms 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)) in order to
- (a) perfect, protect or in relation to Receivables enhance the Security created or intended to be created by this Debenture (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the Assets which are, or are intended to be, the subject of the Security constituted by this Debenture) or for the exercise of any rights, powers and remedies of any Beneficiary provided by this Debenture or by law,
 - (b) confer on the Security Agent or confer on the Beneficiaries, Security over any Assets of that Chargor located in any jurisdiction outside England and Wales which is (to the extent permitted by local law) equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture;
 - (c) facilitate the realisation of the Assets subject to the Security conferred or intended to be conferred by this Debenture or the exercise of any rights vested in the Security Agent, any Receiver, Administrator or nominee, including executing any transfer, conveyance, charge, assignment, assignation or assurance of all or any of the Assets which are the subject of the Security constituted by this Debenture, making any registration and giving any notice, order or instructions, and/or
 - (d) enhance the Security created or intended to be created by this Debenture by the Floating Charge Companies (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the Assets which are, or are intended to be, the subject of the Security constituted by this Debenture) in order to create fixed charges over the Assets charged under Clause 3.3 (*Creation of floating charge*) of this Debenture
- 9.2 Each Chargor shall (and the Company shall procure that 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 or the Beneficiaries by or pursuant to this Debenture. Without prejudice to the generality of this Clause 9, at the request of the Security Agent each Chargor will promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed Security created by this Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require

9 3 Notwithstanding the provisions of this Clause 9, no Chargor shall be required to serve notice of the Security created by this Debenture on any of its trade debtors who are not members of the Group prior to the security under this Debenture becoming enforceable

9 4 **Authorisations:** Without prejudice to the Chargors' obligations under any Finance Document, each Chargor irrevocably authorises the Security Agent to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of such Chargor as shall, in the reasonable opinion of the Security Agent, be necessary or prudent to protect the Security Agent's interests in relation to any Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group or to protect or maintain any Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group. Each Chargor shall give the Security Agent all such reasonable assistance as it may request

10. CONTINUING SECURITY

This Debenture shall be a continuing security for the Beneficiaries, notwithstanding any intermediate payment or settlement of accounts or other matter whatever, and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien or other rights exercisable by any Beneficiary as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Beneficiary

11 LAND

11.1 **Positive Covenants:** Each Chargor covenants that it shall

(a) **Repair:** keep all its buildings and all its plant, machinery, fixtures, fittings and other effects charged by it under this Debenture in good and substantial repair (fair wear and tear excepted) and in good working order and condition if failure to do so could be reasonably be expected to

- (i) adversely affect the value of the Security constituted by this Debenture, or
- (ii) constitute a breach of any authorisation issued to a Chargor under the Care Standards Act 2000 and all regulations made under that Act, the Regulation of Care (Scotland) Act 2001 and all regulations made under that Act and the Health and Social Care Act 2008 and all regulations made under that Act;

and will not, without the prior written consent of the Security Agent, pull down, remove or dispose of any of them, except in the ordinary course of repair, maintenance or improvement or as permitted under the Facilities Agreement,

(b) **Payments:** save where the payment is being challenged in good faith by the relevant Chargor, pay or cause to be paid within 15 days of demand all rates, taxes, levies, charges, duties, assessments, impositions and outgoings whatever assessed, charged or imposed, now or in the future, in respect of its Land or Land in which it has an interest to the extent that failure to do so could be reasonably be expected to adversely affect the value of the Land or the value of the Security constituted by the Debenture and, when reasonably required by the Security Agent, produce to it proof of such payment;

(c) **Contracts:** comply in all material respects with the terms of all agreements, assignments, assignations, contracts, conveyances, grants and other deeds and documents for the time being binding on it and affecting its Land or its use or enjoyment and not take any action which, or omit to take any action the omission

of which, results in any of its interests or estates in its Land being materially adversely affected,

- (d) **Compliance with lease:** pay within 15 days of demand the rents reserved by and observe and perform in all material respects the other material covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land and use all reasonable endeavours to enforce to the extent that it is able to do so the observance and performance by the landlord or licensor of its material obligations under any such document;
- (e) **Notices, orders and proposals:** supply to the Security Agent copies of any notice, order or proposal affecting its Land which may be materially adverse to the interests of the Beneficiaries
 - (i) within fifteen days of receipt where it is received from any competent authority or tenant, and
 - (ii) within seven days of receipt where it is received from any landlord (if applicable),

and at its cost either comply with such notice or order in accordance with any timetable as may be specified therein or (if so requested by the Security Agent (acting reasonably)) make or join with the Security Agent in making such objections or representations or taking such other steps as the Security Agent (acting reasonably) may think fit

- (f) **Building operations.** use all reasonable endeavours to procure that any building operations are completed with reasonable expedition to the reasonable satisfaction of any competent authority and in conformity with all requisite planning and by-law consents,
- (g) **Valuation reports:** within fifteen days of receipt, cause a copy of each professional valuation report which it obtains in relation to its Land to be provided to the Security Agent,
- (h) **Notification of non-compliance:** notify the Security Agent, promptly on receipt, of any claim, notice or other communication received by it alleging non-compliance by it in relation to any matter referred to in this Clause 11 1,
- (i) **Acquisitions:** notify the Security Agent immediately upon its acquisition of any Land,
- (j) **Access to Land:** ensure that each member of the Group will (not more than once in any six month period unless the Security Agent reasonably suspects a Default is continuing or may occur), permit the Security Agent (having regard to Clause 26.26 (Access) of the Facilities Agreement) and/or accountants or other professional advisers and contractors of the Security Agent (but without the Security Agent being under any obligation to do so) to
 - (i) inspect, at reasonable times and on reasonable notice, any of its Land, at the risk and cost of that Chargor, having regard to the dignity and security of the residents and to any regulatory restrictions which may be applicable, and

- (ii) at any time a Default is continuing, enter upon all or any of its Land to effect such repairs as the Security Agent may consider necessary, without becoming liable as a mortgagee or heritable creditor in possession
 - (k) **Deeds:** deliver to the Security Agent the originals of all deeds relating to its Land that come into its possession (or to the possession of any solicitors acting on its behalf).
- 11.2 **Negative covenants** No Chargor shall without the prior written consent of the Security Agent
 - (a) **No building** save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land,
 - (b) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to materially affect adversely its value or the value of the Security constituted by this Debenture over it,
 - (c) **No leasing** exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so except as expressly permitted under the Facilities Agreement,
 - (d) **No lease extensions.** extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by this Debenture,
 - (e) **No elections:** make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,
 - (f) **Possession.** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it or except as expressly permitted by the terms of the Finance Documents); or
 - (g) **No sharing:** share the occupation of any Land with any other person or agree to do so
- 11.3 **Consolidation of Mortgages:** Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Positive Covenants: Each Chargor shall

- (a) **Consents:** promptly use all reasonable endeavours obtain any consent required for the creation of a fixed charge over any Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group,
- (b) **Filings and registrations** promptly file and register at such patent, trade mark or other intellectual property register or authority as may be available for the

purpose (in the UK or elsewhere) in such name as may be required by the law of the place of registration, such of the following as may be capable of filing or registration there

- (i) this Debenture,
- (ii) if so requested by the Security Agent all licences of Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group granted to or acquired by it, and
- (iii) all future assignments, assignments, mortgages and/or charges of Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group made pursuant to this Debenture,

and maintain or renew such filings and registrations where applicable

12 2 Negative covenants: Without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents), no Chargor shall

- (a) **No disposals etc** sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,
- (b) **Contracts:** enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment or assignation of or any right or licence in relation to any Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group on the occurrence or non-occurrence of any future event or circumstance whatever,
- (c) **Trade marks:** amend the specification of any registered trade mark included in its Specified Intellectual Property or any other Intellectual Property which is material to the business of the Group or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or
- (d) **Patents:** amend the specification or drawings referred to in any granted patent

13. SPECIFIED INVESTMENTS

13 1 Voting and other rights: Each Chargor undertakes not to exercise any voting powers or rights in a way which would be reasonably likely to prejudice the value of its Specified Investments or otherwise to jeopardise the Security constituted by this Debenture over them

13 2 Before Enforcement: Unless and until the occurrence of a Declared Default:

- (a) all voting powers and rights attaching to Specified Investments belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Agent or the Security Agent's nominee to be registered as holder of such Specified Investments or any part of them, and
- (b) if Specified Investments belonging to a Chargor are registered in the name of the Security Agent or the Security Agent's nominee, all voting powers and rights attaching to them shall be exercised by the Security Agent or the Security Agent's nominee in accordance with instructions in writing from time to time

received from such Chargor and, in the absence of any such instructions, the Security Agent or the Security Agent's nominee shall not exercise any such rights.

13.3 After Enforcement: At any time after the occurrence of a Declared Default

- (a) the Security Agent may exercise (but is not obliged to exercise) in the name of a Chargor or otherwise and without any further consent or authority on the part of any Chargor, all voting and other rights attaching to the Specified Investments, including any rights to nominate or remove a director as if the Security Agent were the sole beneficial owner of the Specified Investments,
- (b) all Derivative Rights shall, if received by a Chargor or the Security Agent's nominee, be held on trust for and forthwith paid or transferred to the Security Agent, and
- (c) each Chargor shall (and shall procure that its nominees shall) accept short notice for and attend any meeting of the holders of any Specified Investments, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Specified Investments as the Security Agent may direct from time to time

For the avoidance of doubt, unless and until the Security Agent takes any steps to exercise any voting powers or rights attaching to the Specified Investments after becoming entitled (but not obliged) to do so under this Clause, all such powers and rights remain with the relevant Chargor

13.4 Negative covenants: Each Chargor covenants with the Security Agent that it will not, without the prior written consent of the Security Agent

- (a) consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied, or
- (b) give an instruction for its uncertificated Specified Investments to be recertificated (or for its certificated Specified Investments to be converted into uncertificated form) without the Security Agent's prior written consent and shall ensure that on recertification the new certificates are delivered to the Security Agent immediately on their issue.

14 OPENING OF NEW ACCOUNTS

14.1 Creation of new account: On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets in contravention of any Finance Document, a Beneficiary may rule off all its accounts and open new accounts with such Chargor.

14.2 Credits to new account: If a Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Beneficiary at the time when it received such notice.

15 POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

15.1 Section 103 of the LPA: Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any

time after, the execution of this Debenture. However, the Security Agent shall not exercise such power of sale until this Debenture has become enforceable.

- 15.2 **Powers of sale extended:** The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Agent by virtue of this Debenture are extended so as to authorise the Security Agent (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Agent shall think fit, and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately

16 **APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR**

- 16.1 **Appointment:** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture and the floating charges contained in this Debenture. At any time after

- (a) the occurrence of a Declared Default,
- (b) a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to a Chargor,
- (c) notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to a Chargor,
- (d) a proposal is made in relation to a Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986,
- (e) a step or proceeding is taken in relation to a Chargor with a view to seeking a moratorium, or
- (f) a request has been made by the Company and/or a Chargor to the Security Agent for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Beneficiary, the Security Agent may (unless precluded by law) appoint in writing any person or persons to be a receiver and manager or receivers and managers of all or any part of the Assets of such Chargor or, an administrator or administrators of such Chargor, as the Security Agent may choose in its entire discretion.

- 16.2 **Power to act separately:** Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.
- 16.3 **Receiver's remuneration:** The Security Agent may from time to time determine the remuneration of a Receiver.
- 16.4 **Removal of Receiver:** The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.
- 16.5 **Further appointments of a Receiver:** Such an appointment of a Receiver shall not preclude

- (a) the Security Agent from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act, or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act

16.6 **Receiver's agency** The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent or any other Beneficiary

17 **POWERS OF A RECEIVER**

The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor,
- (b) promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;
- (c) sever any fixtures from Land and/or sell them separately,
- (d) exercise all voting and other rights attaching to Investments owned by the relevant Chargor;
- (e) arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by paragraph (b) above on a basis whereby the consideration may be for cash, Investments, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- (f) make any arrangement or compromise with any Beneficiary or others as he shall think fit;
- (g) make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit,
- (h) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;

- (i) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver,
- (j) pay the proper administrative charges of any Beneficiaries in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor,
- (k) commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit,
- (l) take all steps necessary to effect all registrations, renewals, applications and notifications as the Receiver may in his discretion think prudent to maintain in force or protect any of the relevant Chargor's Intellectual Property Rights, and
- (m) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

18. POWER OF ATTORNEY

18.1 Appointment of attorney: Each Chargor, by way of security and to more fully secure the performance of its obligations under this Debenture, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and separately any nominee and/or Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which that Chargor is obliged to do (but has not done) in accordance with this Debenture, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and
- (b) enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Debenture or by statute in relation to this Debenture or the Assets charged, or purported to be charged, by it.

18.2 Ratification: Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to his appointment under this clause

18.3 Sums recoverable: All sums expended by the Security Agent or any nominee and/or Receiver under this Clause 18 shall be recoverable from each Chargor under Clause 24 (*Costs, expenses and liabilities*)

19 OTHER POWERS EXERCISABLE BY THE SECURITY AGENT

19.1 Receiver's powers: All powers of a Receiver conferred by this Debenture may be exercised by the Security Agent after this Debenture has become enforceable. In that event, paragraph (i) of Clause 17 (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver"

19.2 **Receipt of debts** The Security Agent or any manager, officer, nominee or agent of the Security Agent is hereby irrevocably empowered to:

- (a) receive all trade debts and other debts and claims which may be assigned to the Security Agent pursuant to this Debenture and/or Clause 9 (*Further assurance*),
- (b) on payment give an effectual discharge for them and on non-payment to take and institute (if the Security Agent in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Agent for their recovery, and
- (c) agree accounts and make allowances and give time to any surety

Each Chargor ratifies and confirms whatever the Security Agent or any manager or officer of the Security Agent shall do or purport to do under this clause

19.3 **Security Agent's powers.** The Security Agent shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 19, except for gross negligence or wilful default

19.4 **No duty of enquiry** The Security Agent need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim or make any claim or take any other action to collect in or enforce them

20 APPLICATION OF MONEY RECEIVED BY THE SECURITY AGENT OR A RECEIVER

20.1 **Order of priority:** Any money received or realised under the powers conferred by this Debenture shall be paid or applied in the following order of priority, subject to the discharge of any prior-ranking claims:

- (a) in or towards satisfaction of the Secured Sums in the manner applicable under the terms of the Intercreditor Agreement, and
- (b) as to the surplus (if any), to the person or persons entitled to it

20.2 **Suspense account:** Until all the Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may acting in good faith place and keep to the credit of a suspense account any money received from or realised in respect of any Chargor's liability under this Debenture. The Security Agent shall have no intermediate obligation to apply such money in or towards the discharge of any of the Secured Sums. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Security Agent in good faith to be a fair market rate

20.3 **Discretion to apply:** Until all Secured Sums have been unconditionally and irrevocably paid and discharged in full, the Security Agent may refrain from applying or enforcing any other moneys, security or rights held by it in respect of the Secured Sums or may apply and enforce such moneys, security or rights in such manner and in such order as it shall decide in its unfettered discretion.

21 PROTECTION OF THIRD PARTIES

21.1 **No duty to enquire:** No purchaser from, or other person dealing with, the Security Agent, its nominee or any Receiver or administrator appointed under this Debenture shall be concerned to enquire whether any of the powers which the Security Agent has exercised or purported to exercise has arisen or become exercisable, or whether this Debenture has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Agent, any nominee or a Receiver or administrator to act or as to the propriety or

validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters

- 21 2 **Receipt.** The receipt of the Security Agent shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Security Agent

22 **PROTECTION OF THE SECURITY AGENT AND RECEIVER**

- 22 1 **Limitation:** Neither the Security Agent nor any nominee nor Receiver shall be liable in respect of any Liability which arises out of the exercise or the purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its own gross negligence or wilful default

- 22 2 **Entry into possession:** Without prejudice to the generality of Clause 22.1 (*Limitation*), neither the Security Agent, any nominee nor any Receiver shall be liable to account as mortgagee or heritable creditor in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Agent or any nominee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession

23 **SECURITY AGENT**

- 23 1 **Security Agent as trustee.** The Security Agent declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Beneficiaries. The retirement of the person for the time being acting as Security Agent and the appointment of a successor shall be effected in the manner provided for in the Intercreditor Agreement.

- 23 2 **Trustee Act 2000:** The Parties agree that the Security Agent shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000

- 23 3 **No partnership:** Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Beneficiaries and the Security Agent.

24 **COSTS, EXPENSES AND LIABILITIES**

- 24 1 **Costs and expenses:** Each Chargor will, promptly on the Security Agent's written demand from time to time, reimburse the Security Agent for all costs and expenses (including legal fees) on a full indemnity basis, together with VAT thereon, reasonably incurred by it in connection with:

- (a) the negotiation, preparation and execution of this Debenture and any Deed of Accession and Charge, and
- (b) the completion of the transactions and perfection of the Security contemplated in this Debenture in Clause 9 (*Further assurance*) and in any Deed of Accession and Charge

- 24.2 **Enforcement costs:** Each Chargor will, within three Business Days of the Security Agent's written demand, pay to the Security Agent, for each Beneficiary on a full indemnity basis, the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out-of-pocket expenses), and any VAT thereon, incurred by the Security Agent and/or any other Beneficiary in connection with the exercise, enforcement and/or preservation of any of its rights under

this Debenture and any Deed of Accession and Charge (or any of the documents contemplated by such documents) or any proceedings instituted by or against the Security Agent, in any jurisdiction

24.3 Indemnity for Liabilities: Each Chargor shall also, within three Business Days of the Security Agent's written demand, reimburse or pay to the Security Agent, its employees or agents and any nominee on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Agent, its employees or agents, in connection with

- (a) any default or delay by such Chargor in the performance of any of its obligations under this Debenture,
- (b) the exercise, or the attempted or purported exercise, by or on behalf of the Security Agent of any of its powers or any other action taken by or on behalf of the Security Agent with a view to or in connection with the recovery of the Secured Sums, the enforcement of the Security created by this Debenture or for any other purpose contemplated in this Debenture,
- (c) the carrying out or consideration of any other act or matter which the Security Agent may consider to be conducive after the occurrence of an Event of Default to the preservation, improvement or benefit of any Asset, and
- (d) any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Debenture

25. INTEREST ON OVERDUE AMOUNTS

- (a) Any amount not paid in accordance with this Debenture when due shall (subject to paragraph (b) below) carry interest at the rate and in accordance with the terms contained in the relevant Finance Document in relation to overdue sums or at such other rate as may be agreed between the relevant Chargor and Beneficiary from time to time. In each case, interest shall accrue on a day to day basis until the date of irrevocable and unconditional repayment in full and, if unpaid, shall be compounded on the terms so agreed or (in the absence of such agreed terms) with quarterly rests on the Security Agent's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.
- (b) Paragraph (a) above shall not apply to the extent that default interest on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes part of the Secured Sums.

26. SET-OFF

26.1 After the occurrence of an Event of Default, a Beneficiary may (but is not obliged to) retain any money standing to the credit of any Chargor with such Beneficiary in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to such Chargor combine or consolidate all or any of such money with all or such part of the Secured Sums due or owing by it as such Beneficiary may select and such Beneficiary may purchase with any such money any other currency required to effect such combination or consolidation

26.2 Notwithstanding clause 27.1 above, at any time, Bank of Scotland plc may (but is not obliged to) retain any money standing to the credit of any Chargor with Bank of Scotland plc in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Sums and/or at any time or times without notice to such Chargor combine or consolidate all or any of such money with all or such part of the

Secured Sums due or owing by it Bank of Scotland plc may select and Bank of Scotland plc may purchase with any such money any other currency required to effect such combination or consolidation

27 TRANSFER BY A BENEFICIARY

- (a) Any Beneficiary may at any time assign and transfer all or any of its rights in relation to this Debenture to any person to whom it is permitted to transfer any of its rights under the relevant Finance Documents or otherwise grant an interest in them to any such person
- (b) The Security Agent may assign and transfer all of its rights and obligations under this Debenture to any replacement Security Agent appointed in accordance with the Intercreditor Agreement. Upon such assignment and transfer becoming effective, the replacement Security Agent shall be, and be deemed to be, acting as agent and trustee for each of the Beneficiaries (including itself) for the purposes of this Debenture in replacement of the previous Security Agent

28 ACCESSION OF A NEW CHARGOR

28.1 Method: Any member of the Group may at any time, with the prior written approval of the Security Agent, become a party to this Debenture by delivering to the Security Agent in form and substance satisfactory to it

- (a) a Deed of Accession and Charge, and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Finance Documents

28.2 New Chargor bound: The New Chargor shall become a chargor under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original party to this Debenture, and
- (b) the other Chargors shall assume the same obligations in respect of the New Chargor as if it were an original party to this Debenture.

29. RELEASE OF SECURITY

29.1 Redemption: Subject to Clause 29.2 (*Avoidance of Payments*), if all Secured Sums have been unconditionally and irrevocably paid in full and none of the Beneficiaries are under any further actual or contingent liability to make advance or provide other financial accommodation to any person under any Finance Document, the Security Agent will (at the request and cost of the Chargors), execute and do all such reasonable acts as may be necessary to release the Assets from the Security constituted by this Debenture. Such release shall not prejudice the rights of the Security Agent under Clause 24 (*Costs, expenses and liabilities*)

29.2 Avoidance of Payments: If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of each Chargor under this Debenture and the Security constituted by

this Debenture shall continue and such amount shall not be considered to have been irrevocably paid

30. THIRD PARTY RIGHTS

30 1 Directly enforceable rights: Pursuant to the Contracts (Rights of Third Parties) Act 1999

- (a) the provisions of Clause 26 (*Set-off*), and Clause 27 (*Transfer by a Beneficiary*) shall be directly enforceable by a Beneficiary,
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an Administrator*) to Clause 22 (*Protection of the Security Agent and Receiver*) inclusive shall be directly enforceable by any nominee or Receiver, and
- (c) the provisions of Clause 21 (*Protection of third parties*) shall be directly enforceable by any purchaser

30 2 Exclusion of Contracts (Rights of Third Parties) Act 1999 Save as otherwise expressly provided in Clause 30 1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party, to enforce any term (express or implied) of this Debenture

30 3 Rights of the Parties to vary. The Parties (or the Company, on behalf of the Chargors, and the Security Agent (on behalf of the Beneficiaries)) may by agreement vary any term of this Debenture (including this Clause 30) without the necessity of obtaining any consent from any other person

31 JOINT AND SEPARATE LIABILITY

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly

32 FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

32 1 Delay etc: All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Beneficiary, nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them

32 2 Severability. No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

32 3 Illegality, invalidity, unenforceability: Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture

32.4 Variations: No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Company (on behalf of the Chargors) or by all Parties.

32 5 Consents Save as otherwise expressly specified in this Debenture, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

33 COUNTERPARTS

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

34 NOTICES

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

34.2 Addresses The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is

- (a) in the case of the Chargors, set out in Schedule 1 (*The Chargors*) and in the case of any New Chargor, set out in the relevant Deed of Accession and Charge, and
- (b) in the case of the Security Agent, that identified with its name at the end of this Debenture,

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Company if a change is made by the Security Agent) by not less than five Business Days' notice

34.3 Delivery

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

and, if a particular department or officer is specified as part of its address details provided under Clause 34.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of and actually received by the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose)
- (c) Any communication or document made or delivered to the Company in accordance with this Clause will be deemed to have been made or delivered to each of the Chargors

34.4 Electronic Mail. Notices under this Debenture may not be served by electronic mail or other electronic means of communication, other than facsimile.

34.5 Notification of Change: Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 34.2 (*Addresses*) or changing its own address or fax number, the Security Agent shall notify the other parties

35 **SECURITY AGENT**

The provisions of Clause 13 (*The Security Agent*) and Clause 21 (*Consents, amendments and override*) of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Debenture as if set out in this Debenture in full

36 **GOVERNING LAW**

This Debenture and all non-contractual obligations arising in any way whatsoever out of or in connection with this Debenture shall be governed by, construed and take effect in accordance with English law.

37 **ENFORCEMENT**

37.1 **Jurisdiction**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of the Debenture or any claim for set-off) or the legal relationships established by the Debenture (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

37.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture, and
- (b) agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned.

THIS DEBENTURE has been executed by each Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration number (or equivalent, if any)	Address for service
Myriad Healthcare Limited	06367517	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Caring Homes Group Limited	05587269	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Caring Homes Healthcare Limited	03764631	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Cheshire House (London) Limited	05178755	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Cheshire House Limited	04675237	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Community Care Mission 2000 Limited	04045327	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
Consensus Support Services Limited	04081379	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
Corich Community Care Limited	02783652	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Gables (Cambridge) Limited	04342253	Bradbury House

		830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Glentworth House Ltd	05075900	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Grammar School House Limited	04582176	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
HR Care Homes Limited	04522137	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Property Street Limited	03675787	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
South London Nursing Homes Limited	01587431	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
The Pines (Bury St Edmunds) Limited	05663810	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
THF Care Estates Limited	00674277	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Whiteheather Care Limited	04600377	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Grove Care Partnership Limited	04918627	Bradbury House 830 The Crescent Colchester Business Park, Colchester

		Essex CO4 9YQ Fax no 01206 224 198
Sally Lynch Community Care Enterprises Limited	04780844	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Vyrnwy Academy Limited	04722702	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Consensus Community Support Limited	06601967	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Horsell Lodge Limited	03892885	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Latham Lodge Limited	03892888	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Roden Hall Home Limited	03802810	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Standon Hall Home Limited	03806052	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
Caring Homes (Salisbury) Limited	06447881	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198
Lawgra (No 1465) Limited	06464617	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no. 01206 224 198

MHL Holdco Limited	08585667	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Consensus Holdco Limited	08587560	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198
Consensus Newco Limited	08587791	Bradbury House 830 The Crescent Colchester Business Park, Colchester Essex CO4 9YQ Fax no 01206 224 198

SCHEDULE 2

REGISTERED LAND TO BE MORTGAGED

None at the date of this Debenture.

The address for service of the Security Agent in the case of registered land is Bank of Scotland plc, Business Support Unit, Corporate Real Estate, Level 4, New Ubenor House, 11 Earl Grey Street, Edinburgh, EH3 9BN

SCHEDULE 3
FLOATING CHARGE PROPERTIES

Title Number (s)	Address (es)	Registered Proprietor
SF418676	Standon Hall Nursing Home, Maer Lane, Eccleshall, Staffordshire ST21 6RA	Standon Hall Home Limited
SF418677	Standon Hall Nursing Home, Maer Lane, Eccleshall, Staffordshire ST21 6RA	Standon Hall Home Limited
SL120850	Roden Hall, Telford, Shropshire TF6 6BH	Roden Hall Home Limited
SH6816	Latham Lodge, 137-139 Stakes Road, Purbrook, Portsmouth PO7 5PD	Latham Lodge Limited
SY698538	Horsell Lodge, Kettlewell Hill, Walsall, Woking, Surrey GU21 4JA	Horsell Lodge Limited
LA882533	St Wilfrids Hall Nursing Home, Foundry Lane, Hatton-on-Lune, Lancaster, Lancashire LA2 6LT	Latham Lodge Limited
SL121535	Land lying to the north west of Roden Hall, Roden, TF6 6BH	Roden Hall Home Limited
WT277945	Winterbourne Care Home, London Road, Salisbury	Caring Homes (Salisbury) Limited
AGL154254	Unit 16, Stirling Road, Acton, London	Caring Homes Healthcare Limited

SCHEDULE 4
Floating Charge Companies

Chargor	Company Number
Standon Hall Home Limited	03806052
Roden Hall Home Limited	03802810
Latham Lodge Limited	03892888
Horsell Lodge Limited	03892885
Caring Homes (Salisbury) Limited	06447881

SCHEDULE 5

FORM OF DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

THIS DEED OF ACCESSION AND CHARGE is made on [•] 20**

BETWEEN:

- (1) [Insert the name of the New Chargor] (registered in [England and Wales] under number [•]) (the "New Chargor"),
- (2) [Insert the name of the Company] (registered in [England and Wales] under number [•]) (the "Company"), and
- (3) [Insert the name of the Security Agent] (the "Security Agent")

WHEREAS.

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated [insert date] between (1) the [Identify original Chargors] and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries")

[Note: Set out details of any previous Deed of Accession and Charge]

- (B) The New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Security Agent (acting as security agent and trustee for the beneficiaries) all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

2 ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession:** The New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed as a Chargor
- 2.2 **Covenant to pay:** The New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will, on the Security Agent's written demand pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2.4 **Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession

3 **ASSIGNMENTS**

3 1 Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies; and
- (b) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

4. **FIXED SECURITY**

4 1 Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent.

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in the Schedule (*Registered Land to be mortgaged*),
- (b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry,
- (c) by way of fixed charge
 - (i) all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4.1,
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments which are now its property, including all proceeds of sale derived from them;
 - (vi) all Specified Investments in which that Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments;
 - (viii) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
 - (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from

any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,

- (x) all its goodwill and uncalled capital for the time being,
- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xv) inclusive of this Clause,
- (xvii) all trade debts now or in the future owing to it,
- (xviii) all debts owing to it as described in Schedule 9 (*Details of Debts Owed to a Chargor by another member of the Group which are subject to a fixed charge*),
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*),
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

5 CREATION OF FLOATING CHARGE

5.1 Each Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset, and such Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

5.2 The parties agree (without limitation to the general nature of the New Chargor's accession to the Principal Deed contained in Clause 2 (*Accession by the New Chargor to the Principal Deed*)) that the crystallisation provisions contained in Clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed.

6. RIGHT OF APPROPRIATION

6.1 The parties acknowledge and intend that the charges over the New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

6.2 The Security Agent may, on or at any time after the security constituted by this Deed becomes enforceable, by notice in writing to the New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Security Agent or otherwise

6.3 The value of any Financial Collateral appropriated under Clause 6.2 shall be.

- (a) in the case of cash, its face value at the time of appropriation; and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Security Agent by reference to a public index or other applicable generally recognised price source or such other process as the Security Agent may select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Security Agent,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Security Agent

6.4 The Security Agent will account to the New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and the New Chargor shall remain

liable to the Security Agent for any amount by which the value of the appropriated Assets is less than the Secured Sums

- 6.5 The New Chargor agrees that (i) all its Financial Collateral has been delivered, transferred, held, registered or otherwise designated so as to be in the possession or under the control of the Security Agent or a person acting on its behalf, and (ii) the method of valuing such Financial Collateral under Clause 6.3 is commercially reasonable

7 APPLICATION TO THE LAND REGISTRY

The New Chargor:

- (a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry
 - (i) a form AN1 (*application to enter an agreed notice*) in respect of the security created by this Deed;
 - (ii) a Form RX1 (*application to register a restriction*) in the following terms
"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer ", and
 - (iii) a Form CH2 (*application to enter an obligation to make further advances*), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed, and
- (c) covenants to use its best endeavours to satisfy in a prompt manner any requisitions raised by the Land Registry in connection with any applications to register the security created by this Deed

8. POWER OF ATTORNEY

- 8.1 **Appointment of attorney:** The New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- (a) do anything which the New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,
- (b) give any instruction under the rules and practices of a Relevant System, and
- (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it.

8 2 **Ratification:** The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

8 3 **Sums recoverable:** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Clause 24 (*Costs, expenses and liabilities*) of the Principal Deed

9 **NOTICES**

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 35 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*)

10 **COUNTERPARTS**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

11. **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

12. **ENFORCEMENT**

12 1 **Jurisdiction:**

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by the New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If any Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court
- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, the New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

12.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, the New Chargor

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned if the New Chargor is incorporated in Scotland.

13 FINANCE DOCUMENT

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by the New Chargor and the Company as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

Schedule 1 to Deed of Accession

Registered land to be mortgaged

Name of Charger/Registered Proprietor	Description of Property	Title Number

Unregistered land subject to first registration upon the execution of this Deed

The address for service of the Security Agent in the case of registered land is Bank of Scotland plc, Business Support Unit, Corporate Real Estate, Level 4, New Uberior House, 11 Earl Grey Street, Edinburgh, EH3 9BN.

Schedule 2 to Deed of Accession

Notice Details

[Set out here the notice details for the New Chargor]

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a)	Director
Deed by [insert name of New Chargor])	
(pursuant to a resolution of its Board)	
of Directors) acting by)	Director/Secretary

THE COMPANY

Executed and Delivered as a)	Director
Deed by [insert name of the Company])	
(pursuant to a resolution of its Board)	
of Directors) acting by)	Director/Secretary

THE SECURITY AGENT

Signed by)	
for and on behalf of)	
[insert name of the security agent])	Authorised Signatory

SCHEDULE 6

PART 1

COLLECTION OF RECEIVABLES

Form of notice to be delivered by the Security Agent to each Chargor pursuant to Clause 6.1 of the Debenture

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE SECURITY AGENT]

[the Company]
[Address]
(on behalf of the Chargors)

[date]

Dear Sirs

DEBENTURE DATED [•] (THE "DEBENTURE") BETWEEN [•] AND THE OTHER COMPANIES LISTED THEREIN (1) AND [•] (2) (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)

- 1 In accordance with Clause 6.1 (*Collection Account*) of the Debenture, we hereby direct that each Chargor pays into its Collection Account specified below all money which it may henceforth receive in respect of Receivables charged by the Debenture, until otherwise instructed by us in writing

Name of Chargor	Account name and number	Name of Account Bank and sort code
	[details of operating account]	

- 2 [Where a Collection Account is not specified for any Chargor, this is based on our understanding that such Chargor does not currently receive any payment which would be required by the terms of Clause 6.1 (*Collection Account*) of the Debenture to be credited to a Collection Account. However, we hereby require that each such Chargor notifies us in advance if it foresees that any such payment will be received by it. In those circumstances, we will require a Collection Account to be opened for such Chargor into which all payments to which Clause 6.1 (*Collection Account*) of the Debenture refers will be made.] [This paragraph may be appropriate if the Chargors include non-trading companies: delete if inapplicable]
- 3 The terms defined in the Debenture shall, where the context so admits, have the same meaning in this letter

Yours faithfully

- 50 -

For and on behalf of

[insert name]

(acting as Security Agent)

We hereby confirm our agreement to the foregoing terms on behalf of each Chargor

.....
For and on behalf of

[insert name of the Company]

PART 2

FORM OF NOTICE TO BE SERVED AT COMPLETION BY THE CHARGORS ON THE ACCOUNT BANK
PURSUANT TO CLAUSE 6.2 OF THE DEBENTURE

[ON THE HEADED NOTEPAPER OF THE COMPANY]

[Account Bank]
[Address]
For the attention of [•]

[date]

Dear Sirs

NOTICE OF CHARGE: DEBENTURE DATED [•] (THE "DEBENTURE") BETWEEN [•] AND THE OTHER COMPANIES LISTED THEREIN (1) AND [•] (THE "CHARGORS") (2) (THE "SECURITY AGENT") AS TRUSTEE FOR THE BENEFICIARIES (AS DEFINED IN THE DEBENTURE)

- 1 This letter constitutes notice to you that, under the Debenture, we have each
 - (a) charged our Receivables to the Security Agent,
 - (b) undertaken to the Security Agent to pay into our Collection Account with you (as specified in the attached copy of the Security Agent's letter to us of today) all money which we receive in respect of our Receivables and, pending such payment, to hold all money so received on trust for the Security Agent, and
 - (c) charged all our interests and rights (if any) in or to any money at any time standing to the credit of our Collection Account to the Security Agent.
- 2 We each hereby irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary).
 - (a) to disclose to the Security Agent, without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure, such information relating to our Collection Account and the amount from time to time standing to its credit as the Security Agent may, at any time and from time to time, request you to disclose to it;
 - (b) at any time after the Security Agent has notified you that the Debenture has become enforceable:
 - (i) at any time and from time to time upon receipt by you of instructions in writing from the Security Agent, to pay or release to the Security Agent all or any of the money standing to the credit of our Collection Account (after your exercise of any rights of set-off then available to you in accordance with the Finance Documents) and generally to act in accordance with such instructions in relation to our Collection Account, without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions or their validity,

- (ii) to comply with the terms of any written instructions in any way relating or purporting to relate to our Collection Account which you may receive at any time and from time to time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for such notice, statement or instructions or its or their validity,
 - (iii) not to act upon our instructions with regard to our Collection Account unless and until the Security Agent confirms those instructions to you in writing and, in particular but without limitation, in these circumstances no Chargor shall be permitted to withdraw any amount from any Collection Account without the prior written consent of the Security Agent, and
 - (iv) after your exercise of any rights of set-off then available to you in accordance with the Finance Documents, to hold all sums from time to time standing to the credit of our Collection Account to the order of the Security Agent
- 3 The instructions and authorisations which are contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them
- 4 This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law
- 5 Please will you acknowledge receipt of this letter and confirm your acceptance of the instructions and authorisations contained in it by signing and returning to the Security Agent the attached copy of this letter

Yours faithfully

.. ..
For and on behalf of
[each Chargor]

[On copy]

For the benefit of the Security Agent (for itself and on behalf of the Beneficiaries) we:

1. hereby acknowledge receipt of this letter, and
2. without prejudice to the terms of the Intercreditor Agreement dated [***] to which we (along with others) are party, accept the instructions contained in the letter and agree to act in accordance them

We also confirm that we have not received notice of any interest of any third party in any of the Collection Accounts

.....

For and on behalf of [*** the Account Bank ***]

SCHEDULE 7

SPECIFIED INTELLECTUAL PROPERTY

None at the date of this Debenture

SCHEDULE 8

FORMS OF NOTICE OF ASSIGNMENT

PART 1

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE POLICIES

To [insert name and address of insurance company]

[DATE]

Dear Sirs

[IDENTIFY RELEVANT INSURANCE POLICIES] (THE "INSURANCE POLICIES")

We refer to a debenture (the "Debenture") dated [•] 2013 made between, inter alia, Bank of Scotland plc (the "Security Agent") and [Name of Chargor]. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that we have assigned all our rights, title and interest in and to the Insurance Policies to the Security Agent by Clause 3.1(a) (Assignments) of the Debenture.

We further notify you that

- 1 from the date of this letter, you will pay all moneys which we are entitled to under the Insurance Policies directly to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing,
2. you are authorised to disclose information in relation to the Insurance Policies to the Security Agent on request, and
- 3 the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us)

- (a) you agree to act in accordance with this notice;
- (b) you will note/have noted the Security Agent's interest as loss payee on the Insurance Policies,
- (c) you will not cancel or otherwise allow the Insurance Policies to lapse without giving the Security Agent not less than 14 days' written notice,
- (d) you have not received notice that we have assigned our rights under the Insurance Policies to a third party or created any other interest (whether by way of security or otherwise) in the Insurance Policies in favour of a third party; and
- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Insurance Policies.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, Holborn Viaduct, London EC1A 2FG (Ref F3/MJC/EMK/19558 08582) and to Bank of Scotland plc, Level 4 New Ubenor House, 11 Earl Grey Street, Edinburgh, EH3 9BN marked for the attention of Angela Smillie / Ian Jessop

Signed

for and on behalf of
[Chargor]

Acknowledgement of Notice

To Hogan Lovells International LLP
Atlantic House, Holborn Viaduct
London EC1A 2FG

Ref. F3/MJC/EMK/19558 08582

To. Bank of Scotland plc
Business Support Unit, Corporate Real Estate
Level 4, New Ueberhor House
11 Earl Grey Street
Edinburgh EH3 9BN

FAO Angela Smillie / Ian Jessop

Copy to [Name and address of Chargor]

Ref []

We, [Insurer] hereby acknowledge receipt of a notice of assignment from the Chargor of which the attached is a copy (the "Notice of Assignment")

We hereby confirm the matters set out in paragraphs (a) to (e) of the Notice of Assignment

For and on behalf of

.....
[Insurer]

Dated

Part 2

FORM OF NOTICE OF ASSIGNMENT OF BUSINESS TRANSFER AGREEMENTS

To [*Vendor*]

[*date*]

Dear Sirs,

Notice of Assignment

We refer to the Business Transfer Agreement dated [***] made between Yourselves (1) and [***] (2) relating to the sale of the business and certain assets of [***] (the "Business Transfer Agreement")

We refer to a Debenture (the "Debenture") dated [***] made between, inter alia, [***] (the "Security Agent") and ourselves. Terms defined in the Debenture are to have the same meanings in this letter.

We hereby give you notice that our rights, title and interest in the Business Transfer Agreement have been assigned to the Security Agent by Clause 3.1 (*Assignments*) of the Debenture.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous directions which we may have given you to the contrary)

- unless otherwise directed by the Security Agent, to furnish or disclose to the Security Agent in addition to ourselves all notices, matters or things required under the Business Transfer Agreement or any related document to be furnished and disclosed to ourselves, and
- to accept from and agree with the Security Agent (and not ourselves) all claims under, discharges for and waivers, variations, terminations and cancellations of the Business Transfer Agreement or any related document without any reference to or further authority from us.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter and all non-contractual obligations arising in any way whatsoever out of or in connection with this letter shall be governed by, construed and take effect in accordance with English law.

Please confirm your acknowledgement of this Notice by signing the acknowledgements set out at the foot of the enclosed duplicate hereof and by returning the same to Hogan Lovells International LLP at Atlantic House, Holborn Viaduct, London EC1A 2FG (Ref F3/MJC/EMK/19558 08582) and to Bank of Scotland plc, Level 4 New Usher House, 11 Earl Grey Street, Edinburgh, EH3 9BN marked for the attention of Angela Smillie / Ian Jessop.

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Signed

.....

for and on behalf of

[***the Company***]

[on copy]

ACKNOWLEDGEMENT

To Hogan Lovells International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG

Ref F3/MJC/EMK/19558 08582

To: Bank of Scotland plc
Business Support Unit, Corporate Real Estate
Level 4, New Ubenor House
11 Earl Grey Street
Edinburgh EH3 9BN

For the attention of Angela Smillie / Ian Jessop

We, [*** Vendor***] hereby acknowledge receipt of a notice of assignment from [***the Company***] (the "Assignor") of which the attached is a copy (the "Notice of Assignment")

We confirm that

- (f) we have not received notice of any other assignment of the Business Transfer Agreement described in the Notice of Assignment or any interest therein,
- (g) we will not, without the prior written consent of the Security Agent, vary, rescind or otherwise alter or terminate the Business Transfer Agreement or any related document or in any way prejudice the rights of the Security Agent and the Beneficiaries under the Business Transfer Agreement or any related document; and
- (h) we confirm that we will act in accordance with the instructions given by the Assignor in the Notice of Assignment.

For and on behalf of

..

[*** Vendor***]

Dated

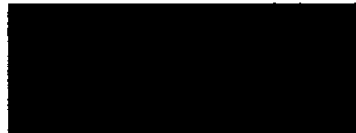
SCHEDULE 9

**DETAILS OF DEBTS OWING TO A CHARGOR BY ANOTHER MEMBER OF THE GROUP WHICH ARE SUBJECT
TO A FIXED CHARGE**

None at the date of this Debenture.

THE CHARGORS

Executed and Delivered as a)
Deed by Myriad Healthcare Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of



Name of witness: BEN REDDING

Speechly Bircham LLP
Solicitors
6 New Street Square
London

Address of witness.

Occupation of witness: TRAINEE SOLICITOR EC4A 3LX

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ
Fax no. 01206 224 198

Executed and Delivered as a)
Deed by Caring Homes Group Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of



Address of witness: BEN REDDING

Speechly Bircham LLP
Solicitors
6 New Street Square
London

Occupation of witness: TRAINEE SOLICITOR EC4A 3LX

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a Deed)
by Caring Homes Healthcare Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of:



Address of witness:

- BEN REDDING - TRAINEE
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Address details. Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a Deed)
by **Cheshire House (London) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of: [Redacted] BEN REDDING - TRAINEE

Address of witness: [Redacted] Speechly Bircham LLP
Solicitors

Occupation of witness: 6 New Street Square
London

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **Cheshire House Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of: [Redacted] BEN REDDING - TRAINEE

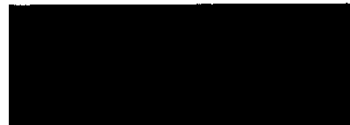
Address of witness: [Redacted] Speechly Bircham LLP
Solicitors

Occupation of witness: 6 New Street Square
London

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a Deed by)
Community Care Mission 2000 Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of: [Redacted] BEN REDDING - TRAINEE

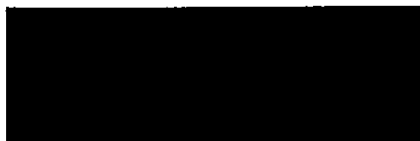
Address of witness: [Redacted] Speechly Bircham LLP
Solicitors

Occupation of witness: 6 New Street Square
London
EC4A 3LX

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a Deed by)
Consensus Support Services Limited)
(pursuant to a resolution of its Board)
of Directors) acting by.)



In the presence of [REDACTED] - BEN REDDING - TRAINEE
Address of witness [REDACTED] Speechly Bircham LLP
Solicitors
6 New Street Square
Occupation of witness London
EC4A 3LX

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a)
Deed by Corich Community Care Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)

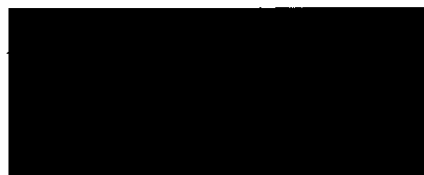


In the presence of [REDACTED] - BEN REDDING - TRAINEE
Address of witness [REDACTED] Speechly Bircham LLP
Solicitors
6 New Street Square
Occupation of witness London
EC4A 3LX

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by Gables (Cambridge) Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of [REDACTED] - BEN REDDING - TRAINEE
Address of witness [REDACTED] Speechly Bircham LLP
Solicitors
6 New Street Square
Occupation of witness. London
EC4A 3LX

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by Glentworth House Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of



- BEN REDDING - TRAINEE

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London

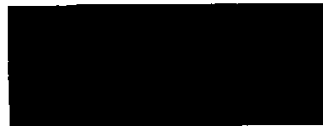
Occupation of witness

EC4A 3LY

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a Deed)
by Grammar School House Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of



- BEN REDDING - TRAINEE

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London

Occupation of witness

EC4A 3LY

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **HR Care Homes Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of



- BEN READING - TRAINEE

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **Property Street Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of



- BEN READING - TRAINEE

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a Deed by)
South London Nursing Homes Limited)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of:



- BEN READING - TRAINEE

Address of witness:

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness:

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a Deed by)
The Pines (Bury St Edmunds) Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of [REDACTED] - BEN READING - TRAINEE

Address of witness Speechly Bircham LLP
Occupation of witness Solicitors
6 New Street Square
London

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ EC4A 3LX

Fax no 01206 224 198

Executed and Delivered as a)
Deed by THF Care Estates Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of [REDACTED] - BEN READING - TRAINEE

Address of witness Speechly Bircham LLP
Occupation of witness Solicitors
6 New Street Square
London

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ EC4A 3LX

Fax no 01206 224 198

Executed and Delivered as a)
Deed by Whiteheather Care Limited)
(pursuant to a resolution of its Board)
of Directors) acting by)



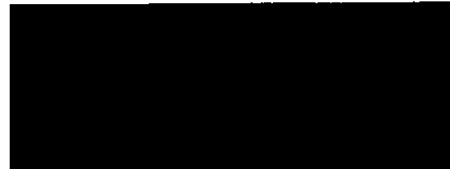
In the presence of [REDACTED] - BEN READING - TRAINEE


Address of witness Speechly Bircham LLP
Occupation of witness Solicitors
6 New Street Square
London

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ EC4A 3LX

Fax no. 01206 224 198

Executed and Delivered as a)
Deed by **Caring Homes (Salisbury) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



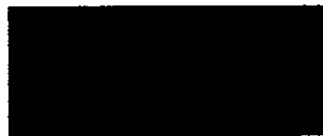
In the presence of  **BEN REDDING - TRAINEE**

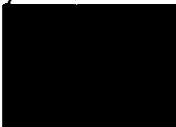
Address of witness **Speechly Bircham LLP**
Solicitors
6 New Street Square
Occupation of witness **London**
EC4A 3LX

Address details **Bradbury House, 830 The Crescent, Colchester Business Park, Colchester Essex CO4 9YQ**

Fax no **01206 224 198**

Executed and Delivered as a)
Deed by **Grove Care Partnership Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of  **BEN REDDING - TRAINEE**


Address of witness **Speechly Bircham LLP**
Solicitors
6 New Street Square
Occupation of witness **London**
EC4A 3LX

Address details **Bradbury House, 830 The Crescent, Colchester Business Park, Colchester Essex CO4 9YQ**

Fax no **01206 224 198**

Executed and Delivered as a Deed by)
Sally Lynch Community Care Enterprises)
Limited (pursuant to a resolution)
Of its Board of Directors) acting by)



In the presence of  **BEN REDDING - TRAINEE**

Address of witness **Speechly Bircham LLP**
Solicitors
6 New Street Square
Occupation of witness **London**
EC4A 3LX

Address details: **Bradbury House, 830 The Crescent, Colchester Business Park, Colchester Essex CO4 9YQ**

Fax no **01206 224 198**

Executed and Delivered as a)
Deed by **Vyrnwy Academy Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of



- BEN READING - TRAINEE

Address of witness:

Speechly Bircham LLP
Solicitors
6 New Street Square
London

Occupation of witness

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **Consensus Community Support**)
Limited (pursuant to a resolution of its Board)
of Directors) acting by.)



In the presence of



- BEN READING - TRAINEE

Address of witness:

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a)
Deed by **Horsell Lodge Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by.)



In the presence of:



- BEN READING - TRAINEE

Address of witness:

Speechly Bircham LLP
Solicitors
6 New Street Square
London

Occupation of witness

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a)
Deed by **Latham Lodge Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of



- BEN READING - TRAINEE

Address of witness:

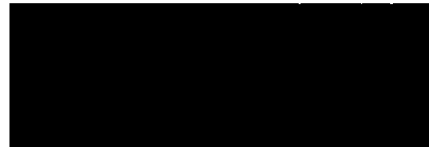
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness:

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **Roden Hall Home Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of



- BEN READING - TRAINEE

Address of witness:

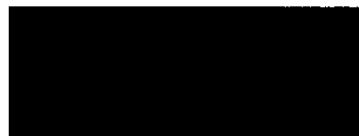
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness:

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

Executed and Delivered as a)
Deed by **Standon Hall Home Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by:)



In the presence of:



- BEN READING - TRAINEE

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness:

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

Executed and Delivered as a)
Deed by **Lawgra (No. 1465) Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of:

Address of witness:

Occupation of witness

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

- BEN REDDING - TRAINEE
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Executed and Delivered as a)
Deed by **Consensus Holdco Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of

Address of witness:

Occupation of witness:

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

- BEN REDDING - TRAINEE
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Executed and Delivered as a)
Deed by **Consensus Newco Limited**)
(pursuant to a resolution of its Board)
of Directors) acting by)



In the presence of

Address of witness:

Occupation of witness:

Address details: Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no. 01206 224 198

- BEN REDDING - TRAINEE
Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Executed and Delivered as a
Deed by MHL Holdco Limited
(pursuant to a resolution of its Board
of Directors) acting by

)

)

)

)

In the presence of

Address of witness

Occupation of witness.

Address details Bradbury House, 830 The Crescent, Colchester Business Park, Colchester
Essex CO4 9YQ

Fax no 01206 224 198

- BEN REDDING - TRAINEE

Speechly Bircham LLP

Solicitors

6 New Street Square

London

EC4A 3LX

THE SECURITY AGENT

Signed by
for and on behalf of
BANK OF SCOTLAND PLC

)
)
)



IAN MACKINTOSH

Address: Business Support Unit, Corporate Real Estate
Level 4, New ~~Uberer House~~ CITY MARK
11 ~~Earl Grey Street~~ 150 FOUNTAIN BRIDGE
Edinburgh EH3 9BN EH3 9PE

Fax. ~~0131 659 0444~~ 0844 984 1582

Attention Angela Smilie / Ian Jessop
IAN MACKINTOSH