



Registration of a Charge

Company Name: **FOREST CROWTHORNE LIMITED**

Company Number: **06428083**



XCY85RW1

Received for filing in Electronic Format on the: **05/03/2024**

Details of Charge

Date of creation: **29/02/2024**

Charge code: **0642 8083 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CMS CAMERON MCKENNA NABARRO OSLWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6428083

Charge code: 0642 8083 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th February 2024 and created by FOREST CROWTHORNE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th March 2024 .

Given at Companies House, Cardiff on 11th March 2024

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATE: 29 February 2024

DEBENTURE

Between

NEWCO A 13 LIMITED (AND OTHERS)
(as Chargors)

and

NATIONAL WESTMINSTER BANK PLC
(as Security Agent)

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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THIS DEED is made on the 29th day of February 2024

BETWEEN:

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “Chargors” and each a “Chargor”); and
- (2) NATIONAL WESTMINSTER BANK PLC of 250 Bishopsgate, London, EC2M 4AA as security trustee for the Finance Parties (as defined below) (the “Security Agent”).

WHEREAS:

- (A) Each Chargor enters into this Deed in connection with a facilities agreement (the “Facilities Agreement”) dated on or around the date of this Deed and made between, amongst others, (1) Newco A 13 Limited (the “Parent”), (2) Newco B 13 Limited as the borrower (the “Borrower”), (3) the subsidiaries of the Parent listed in part I of schedule 1 to the Facilities Agreement as original guarantors, (4) National Westminster Bank plc as mandated lead arranger, (5) the financial institutions listed in Parts II and III of schedule 1 to the Facilities Agreement as lenders, (6) National Westminster Bank plc as agent of the other Finance Parties and (7) the Security Agent.
- (A) The Board of Directors or the Sole Director (as applicable) of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor and each board or sole director (as applicable) has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“Charged Property”: means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

“Cure Account”: has the meaning given to it in the Facilities Agreement.

“Debt Proceeds”: means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under clause 3.2.7 (*Book debts*) and/or clause 3.2.8 (*Bank accounts and deposits*)).

“Declared Default”: has the meaning given to it in the Facilities Agreement.

“Delegate”: means any person appointed by the Security Agent or any Receiver pursuant to clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Security Agent and/or any Receiver or Delegate.

“Expenses”: means all costs (including legal fees), charges, expenses and damages sustained or properly incurred by the Security Agent or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any

right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis.

“Finance Documents”: has the meaning given to it in the Facilities Agreement.

“Finance Parties”: has the meaning given to it in the Facilities Agreement.

“Group”: has the meaning given to it in the Facilities Agreement.

“Insurances”: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties.

“Intellectual Property”: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated;

“Islington Contracts”: means:

- (a) the Pre-Placement Agreement for the Provision of NHS Continuing Care Nursing Services for Adults in Private & Voluntary Care Homes dated 1 April 2012 between (1) Islington NHS as Purchaser and (2) the Blackberry Hill Limited as Provider; and
- (b) the care home services contract dated 1 December 2014 made between (1) Islington Council and (2) Blackberry Hill Limited as varied by way of a variation agreement dated 16 December 2019.

“Liability Period”: means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

“LPA”: means the Law of Property Act 1925.

“Management Service Agreement”: means the Management Service Agreement between Forest Healthcare Limited and Newco B 13 Limited dated on or around the date of the Manco Transfer.

“Mortgaged Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any “Mortgaged Property” shall include references to the whole or any part or parts of it.

“Premises”: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

“**Receiver**”: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

“**Related Rights**”: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

“**Secured Liabilities**”: means all present and future indebtedness, moneys, obligations and liabilities of each Transaction Obligor to the Finance Parties under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under clause 2.2 (*Interest*).

“**Securities**”: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*), together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

“**Security**”: has the meaning given to it in the Facilities Agreement.

“**Specified Contracts**”: means each of the contracts specified in Schedule 4 (*Specified Contracts*), the Islington Contracts and the Management Services Agreement.

Construction

1.2 Any reference in this Deed to:

1.2.1 the “**Security Agent**”, any “**Chargor**”, any “**Finance Party**”, the “**Borrower**”, any “**Obligor**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, shall include any person for the time being appointed as additional security trustee pursuant to the Facilities Agreement;

1.2.2 “**assets**” includes present and future properties, revenues and rights of every description;

1.2.3 “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.4 a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.5 a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and

1.2.6 a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and schedule headings are for ease of reference only.

- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
- 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
 - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
 - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.
- 1.6 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, extended, substituted, novated or assigned, whether or not as a result of any of the same:
- 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.6.4 the identity of the parties is changed;
 - 1.6.5 the identity of the providers of any security is changed;
 - 1.6.6 there is an increased or additional liability on the part of any person; or
 - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a “**clause**” or a “**schedule**” is, unless otherwise provided, a reference to a clause or a schedule of this Deed.
- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Agent may not execute this document as a deed.

- 1.11 Any change in the constitution of the Security Agent or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

Third Party Rights

- 1.12 Unless otherwise expressly provided to the contrary in a Finance Document, nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 1.13 Notwithstanding any term of any Finance Document, the consent of any person who is not a party is not required to rescind or vary this deed at any time.
- 1.14 Any Receiver may enforce or enjoy the benefit of any clause which expressly confers rights on it subject to clause 1.13 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

Inconsistency between this Deed and the Intercreditor Agreement

- 1.15 If there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

2. COVENANT TO PAY

Covenant to Pay

- 2.1 Each Chargor covenants with the Security Agent (as trustee for the Finance Parties) that it shall pay, perform and discharge its Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 Each Chargor covenants with the Security Agent to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at the rate and in the manner specified in clauses 9.5 to 9.6 (*Default Interest*) of the Facilities Agreement, **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. FIXED SECURITY

Charges

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (*Real Property*)).
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future:

- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 3.1 above);
- 3.2.2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled;
- 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
- 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
- 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
- 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;
- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same;
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Agent or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of the Cure Account;
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13 each of the Specified Contracts, together with:
 - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;

- (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
- (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels); and
- (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person),
- (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

4. FLOATING CHARGE

Creation of Floating Charge

- 4.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Finance Parties) by way of a first floating charge all of that Chargor's undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 3 (*Fixed Security*).

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 4.1 (*Creation of Floating Charge*).

Conversion by Notice

- 4.3 Subject to clause 4.5 (*Moratorium*), the Security Agent may by notice in writing at any time to any Chargor convert the floating charge created by pursuant to clause 4.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 the security constituted by this Deed becomes enforceable; or
- 4.3.2 the Security Agent reasonably considers that the assets specified in the notice may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

Automatic Conversion

- 4.4 Subject to clause 4.5 (*Moratorium*), notwithstanding clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by clause 4.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facilities Agreement);
- 4.4.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property (other than a process that is frivolous or vexatious and which is discharged, stayed or dismissed within 14 days of commencement); or
- 4.4.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

Moratorium

- 4.5 Unless Article A52(4) of the Insolvency Act 1986 allows, any floating charge created by this Deed may not be converted into a fixed charge solely by reason of:
 - 4.5.1 the obtaining of a moratorium; or
 - 4.5.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),
 under Part A1 of the Insolvency Act 1986.

5. PERFECTION OF SECURITY

Registration at HM Land Registry

- 5.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Agent in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Agent to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate [], or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [insert full name of Security Agent] referred to in the charges register [or its conveyancer [or specify appropriate details]]".
- 5.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Agent.
- 5.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall immediately upon becoming aware thereof provide the Security Agent with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Security Agent may reasonably require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 5.4 Subject to the provisions of the Facilities Agreement, each Lender is under an obligation to make further advances to the Borrower under the Facilities Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

Acquisition of New Land

- 5.5 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:

- 5.5.1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Agent to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property;
- 5.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and
- 5.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, immediately after registration of it as the proprietor of the relevant registered estate, provide the Security Agent with an official copy of the register recording the same.

Notices of Charge

- 5.6 Subject to clause 5.8 below, each Chargor shall, immediately upon the execution of this Deed (and immediately upon the obtaining of any Insurance or the opening of any bank account after the date of this Deed), give or join the Security Agent in giving:

- 5.6.1 a notice substantially in the form set out in part 1 of Schedule 5 (*Form of Notice of Charge – Insurances*) or in such other form as the Security Agent may reasonably require to the relevant insurers in respect of each of its Insurances;
- 5.6.2 a notice substantially in the form set out in part 1 of Schedule 6 (*Form of Notice of Charge – Specified Contracts*) or, as applicable, part 1 of Schedule 7 (*Form of Notice of Charge – Accounts not with the Security Agent*) or in such other form as the Security Agent may reasonably require to each of the counterparties to each Specified Contract to which it is a party and to each bank or financial institution (other than the Security Agent) in respect of each account of that Chargor opened or maintained with it; and

- 5.6.3 in respect of any other asset which is charged pursuant to clause 3 (*Fixed Security*), a notice of charge in such form as the Security Agent may reasonably require to the relevant obligor, debtor or other third party (as the case may be).
- 5.7 Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use all reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Agent a duly signed acknowledgement of that notice substantially in the form set out in part 2 of Schedule 5, part 2 of Schedule 6 or, as applicable, part 2 of Schedule 7 or in such other form in any case as the Security Agent may reasonably require.
- 5.8 Each notice to be delivered substantially in the form set out in part 1 of Schedule 6 (*Form of Notice of Charge – Specified Contracts*) in respect of each Islington Contract shall be signed but not dated and delivered to the Security Agent on the date of this Deed. The Security Agent shall be entitled to serve such notice to the relevant counterparty upon the earlier of:
- 5.8.1 the conclusion of negotiations between Blackberry Hill Limited and Islington NHS in relation to contribution of costs for upgrading and/or repairing the property at Bridgeside Lodge Care Home, Wharf Road, London, N1 7RN;
- 5.8.2 6 months from the date of this Deed; and
- 5.8.3 the occurrence of an Event of Default.

Acknowledgement of Notice

- 5.9 The execution of this Deed by the Chargors and the Security Agent shall constitute notice to the Security Agent of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Agent.

Deposit of Documents of Title

- 5.10 Each Chargor shall promptly deposit with the Security Agent (unless already held by its solicitors on behalf of and to the Security Agent's order or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title which are in its possession or control from time to time relating to the Mortgaged Property.

Deposit of Securities

- 5.11 Each Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 5.11.1 deposit with the Security Agent or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and
- 5.11.2 execute and deliver to the Security Agent all share transfers and other documents as the Security Agent may from time to time request in order to enable the Security Agent (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Agent may at any time without notice after the Security constituted by this Deed has become enforceable complete and present such transfers and documents for registration.
- 5.12 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Agent, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Agent (or

its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.

- 5.13 For the purposes of clauses 5.11 and 5.12 above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

6. FURTHER ASSURANCE

Further Assurance

- 6.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or any Receiver may reasonably specify (and in such form as the Security Agent or any Receiver may reasonably require in favour of the Security Agent or its nominee(s)) to:
- 6.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
 - 6.1.2 confer on the Security Agent Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
 - 6.1.3 facilitate the exercise of any rights, powers and remedies of the Security Agent or any Receiver or Delegate provided by or pursuant to this Deed or by law;
 - 6.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property; and/or
 - 6.1.5 create any charge by way of legal mortgage over any freehold, commonhold or leasehold property which becomes vested in that Chargor after the date of this Deed.

Necessary Action

- 6.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed.

Acquisition of New Land

- 6.3 Each Chargor shall as soon as reasonably practicable and in any event within 5 Business Days notify the Security Agent of any acquisition by it of any freehold, commonhold or leasehold property or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

Implied Covenants for Title

- 6.4 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 subject to any Permitted Security, save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to each Chargor without, in each case, the benefit of section 6(2) of that Act.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this clause 7 remain in force at all times during the Liability Period.

Negative Pledge

- 7.2 No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property or enter into any arrangement or transaction as described in clauses 22.24 to 22.26 (*Negative Pledge*) of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Charged Property, other than as permitted under the Facilities Agreement.

Insurance

- 7.3 Each Chargor shall maintain insurances in accordance with the terms of the Facilities Agreement.

Remedying Insurance Defaults

- 7.4 If default shall be made by any Chargor in complying with Clause 7.3 above, the Security Agent may (but shall not be obliged to) effect or renew any such insurance as is required by that Clause on such terms, in such name(s) and in such amount(s) as the Security Agent reasonably considers appropriate. All moneys expended by the Security Agent in so doing shall be reimbursed by the relevant Chargor to the Security Agent on demand and until so reimbursed shall carry interest at the rate specified in Clause 2.2 (*Interest*) from the date of payment by the Security Agent until reimbursed (after as well as before any judgment).

Proceeds of Insurance

- 7.5 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be held on trust for the Security Agent (as trustee for the Finance Parties) and applied (subject to the rights and claims of any person having prior rights thereto):

7.5.1 in accordance with the terms of the Facilities Agreement; or

7.5.2 after the security constituted by this Deed has become enforceable and if the Security Agent so directs, in or towards satisfaction of the Secured Liabilities in accordance with clause 15.1 (*Order of Application*).

Voting Rights and Dividends relating to Securities

- 7.6 At any time before the security constituted by this Deed has become enforceable:

7.6.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Agent (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Facilities Agreement or would, in the opinion of the Security Agent (acting reasonably), prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and

7.6.2 each Chargor shall be entitled to retain and apply for its own use all dividends, interest and other moneys paid or payable in respect of the Securities and, if any of the same are

paid or payable to the Security Agent (or its nominee(s)), the Security Agent will hold all such dividends, interest and other moneys received by it for the account of that Chargor and will pay such dividends to that Chargor promptly on request.

7.7 At any time after the security constituted by this Deed has become enforceable, the Security Agent may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):

7.7.1 subject to clause 7.8, exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;

7.7.2 apply all dividends, interest and other moneys arising from the Securities in accordance with clause 15.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Agent (as trustee for the Finance Parties) and pay the same immediately to the Security Agent or as it may direct to be applied in accordance with clause 15.1;

7.7.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Agent (or its nominee(s)); and

7.7.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Agent (or its nominee(s)) in respect of securities or property subject to a trust.

7.8 the Security Agent shall not be entitled to exercise any voting rights or any other rights or powers under paragraph 7.7.1 above if, and to the extent that, from time to time:

7.8.1 a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the “Act”) and any regulations made under the Act; and:

7.8.2 either:

(a) the Secretary of State has not approved that notifiable acquisition in accordance with the Act; or

(b) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the Act.

Calls and Other Obligations in respect of Securities

7.9 Each Chargor shall promptly pay in accordance with the Facilities Agreement all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Agent may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Security Agent shall be reimbursed by the relevant Chargor to the Security Agent on within three Business Days of written demand and shall carry

interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Agent until reimbursed (after as well as before any judgment).

- 7.10 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 7.11 Neither the Security Agent nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 7.12 Each Chargor shall copy to the Security Agent and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Agent may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.
- 7.13 No Chargor shall, without the prior written consent of the Security Agent, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed.

Book Debts and Other Debts

- 7.14 No Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Debt Proceeds (other than any Debt Proceeds which are required to be applied in mandatory prepayment pursuant to the terms of the Finance Documents) into the current account of that Chargor with the Security Agent or otherwise subject to the Security created by this Deed or into such other account as the Security Agent may from time to time direct or as otherwise permitted under the Facilities Agreement. Each Chargor shall, pending such payment in, hold all such Debt Proceeds upon trust for the Security Agent (as trustee for the Finance Parties).
- 7.15 Each Chargor agrees with the Security Agent that any moneys received by the Security Agent under clause 7.14 above which derive from rental income of that Chargor shall be received by the Security Agent in its capacity as chargee pursuant to clause 3.2.7 (*Book debts*) and not in its capacity as mortgagee of any Mortgaged Property.
- 7.16 Each Chargor and the Security Agent agree that, if any credit balance arises on any account of that Chargor with the Security Agent as a result of Debt Proceeds being credited or transferred to such account, the Security Agent shall have an absolute discretion whether to permit or to refuse to permit such credit balance to be received, utilised, transferred or withdrawn by that Chargor and the Security Agent may in its sole discretion at any time transfer all or any part of such credit balance to a separate account of that Chargor with the Security Agent.
- 7.17 At any time before the security constituted by this Deed has become enforceable, each Chargor shall be entitled to receive, withdraw or otherwise transfer any credit balance which arises on any account of that Chargor (other than the Cure Account) with any bank or financial institution as a result of Debt Proceeds being credited or transferred to that account from time to time.

Bank Accounts

- 7.18 Each Chargor shall promptly deliver to the Security Agent, on the date of this Deed and, if any change occurs thereafter, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Security Agent). Each Chargor undertakes that it shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any such account or close any such account.
- 7.19 Each Chargor agrees with the Security Agent that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on:
- 7.19.1 the Cure Account; or
- 7.19.2 subject to clause 7.17 above, any account with any bank or financial institution (whether that account is with the Security Agent or any other bank or financial institution),
- except, in any case, with the prior written consent of the Security Agent or as permitted under the Facilities Agreement.
- 7.20 At any time after the security constituted by this Deed has become enforceable, no Chargor shall be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account except with the prior written consent of the Security Agent.

Specified Contracts

- 7.21 No Chargor shall make or agree to make any amendments, variations or modifications to the Specified Contracts or waive any of its rights under the Specified Contracts, without the prior written consent of the Security Agent or except as expressly permitted under the Facilities Agreement.

Information

- 7.22 Each Chargor shall promptly notify the Security Agent in writing of any action, claim or demand made by or against it in connection with all or any part of the Charged Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, claim or demand, together with that Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Agent's approval of such proposals, implement them at its own expense.

Not Jeopardise Security

- 7.23 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise materially prejudice the value to the Security Agent of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

8. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 8.1 The security constituted by this Deed shall become immediately enforceable upon the occurrence of a Declared Default.
- 8.2 The power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of a Declared Default.

- 8.3 After the security constituted by this Deed has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

Right of Appropriation

- 8.4 To the extent that any of the Charged Property constitutes “financial collateral” and this Deed and the obligations of any Chargor under this Deed constitute a “security financial collateral arrangement” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “FCA Regulations”)), the Security Agent shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities reasonably determined by the Security Agent by reference to a public index or by such other process as the Security Agent may reasonably select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this clause 8.4 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

- 8.5 At any time after the security constituted by this Deed has become enforceable, the Security Agent or any Receiver may:
- 8.5.1 redeem any prior Security over any Charged Property; or
 - 8.5.2 procure the transfer of that Security to the Security Agent; or
 - 8.5.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).
- 8.6 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Agent and every Receiver on demand and shall be secured by this Deed.

9. EXTENSION AND VARIATION OF THE LPA

General

- 9.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.
- 9.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

Privileges

- 9.4 Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

10. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

- 10.1 Subject to clause 10.2 (*Moratorium*), at any time after the security constituted by this Deed has become enforceable or if an application is presented for the making of an administration order in relation to any Chargor or any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if any Chargor so requests the Security Agent in writing (in which case, in each such case, the security constituted by this Deed shall become immediately enforceable), the Security Agent may without prior notice to any Chargor:
- 10.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Security Agent had become entitled under the LPA to exercise the power of sale conferred under the LPA; or
- 10.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

Moratorium

- 10.2 Unless Article A52(4) of the Insolvency Act 1986 allows, the Security Agent is not entitled to appoint a Receiver solely by reason of:
- 10.2.1 the obtaining of a moratorium; or
- 10.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),
- under Part A1 of the Insolvency Act 1986.

Removal

- 10.3 The Security Agent may by writing under its hand (or by an application to the court where required by law):
- 10.3.1 remove any Receiver appointed by it; and
- 10.3.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 10.4 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Agent under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Agent in respect of any part or parts of the Charged Property.

Capacity of Receiver

- 10.5 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

- 10.6 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Agent.
- 10.7 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 10.8 The Security Agent may fix at a rate it determines to be appropriate to the work and responsibilities involved the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Security Agent.

11. POWERS OF RECEIVER

General

- 11.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred by law.
- 11.2 Without prejudice to the generality of this clause 11, each Receiver shall have all the rights, powers and discretions of an administrative receiver under schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

Specific Powers

- 11.3 Each Receiver shall have the following powers (and every reference in this clause 11.3 to the “Charged Property” shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 11.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
 - 11.3.2 power to take immediate possession of, get in and collect any Charged Property;
 - 11.3.3 power to carry on the business of any Chargor as he thinks fit;
 - 11.3.4 power (but without any obligation to do so) to:
 - (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
 - (b) commence or complete any building operations on the Charged Property;
 - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
 - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

- 11.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 11.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Agent) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 11.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 11.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 11.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 11.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 11.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;
- 11.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 11.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 11.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 11.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 11.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 11.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and

11.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

Security Agent's Powers

- 11.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Agent in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. DISCRETIONS AND DELEGATION

Discretion

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Agent or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Security Agent and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Agent or any Receiver (as the case may be) shall think fit.
- 12.4 Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. POWER OF ATTORNEY

Appointment and Powers

- 13.1 Each Chargor, by way of security, irrevocably appoints the Security Agent, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 13.1.1 carrying out any obligation imposed on any Chargor by this Deed; and/or
- 13.1.2 enabling the Security Agent or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).
- 13.2 The power of attorney granted by each Chargor pursuant to clause 13.1 above shall be exercisable by the Security Agent:
- 13.2.1 upon a Declared Default; and
- 13.2.2 if a Chargor has failed to take any action which it is obliged to take under this Deed within 10 Business Days of notification from the Security Agent to that Chargor of that failure (with a copy of that notice being sent to the Parent).

Ratification

- 13.3 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 13.1 (*Appointment and Powers*).

14. PROTECTION OF PURCHASERS

Consideration

- 14.1 The receipt of the Security Agent or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Security Agent, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 14.2 No person (including a purchaser) dealing with the Security Agent, any Receiver or any Delegate shall be bound to enquire:

- 14.2.1 whether the Secured Liabilities have become payable; or
- 14.2.2 whether any power which the Security Agent or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
- 14.2.3 whether any money remains due under the Finance Documents; or
- 14.2.4 how any money paid to the Security Agent or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Agent or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. APPLICATION OF PROCEEDS

Order of Application

- 15.1 All moneys received or recovered by the Security Agent, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) in accordance with clause 17 (*Order of Application*) of the Intercreditor Agreement.
- 15.2 Clause 15.1 (*Order of Application*) will override any appropriation made by any Chargor.

New Accounts

- 15.3 If the Security Agent (acting in its capacity as trustee for the Finance Parties or otherwise) or any other Finance Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Security Agent and/or any other relevant Finance Party may open a new account with any Chargor.
- 15.4 If the Security Agent and/or any other Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the relevant Chargor to the Security Agent (whether in its capacity as trustee for the Finance Parties or otherwise) and/or any other Finance Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 15.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Agent and each other Finance Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Agent's (or that Finance Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Agent or that Finance Party. Nothing in this Deed shall require the Security Agent to make, or shall impose any duty of care on the Security Agent or any other Finance Party in respect of, any such currency conversion.

16. NO LIABILITY AS MORTGAGEE IN POSSESSION

- 16.1 Neither the Security Agent nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Agent, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Agent or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Finance Documents save in respect of any acts of gross negligence or wilful misconduct by such persons..

17. DECLARATION OF TRUST

- 17.1 The Security Agent hereby declares itself trustee of the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Security Agent or to its order or held by the Security Agent or its nominee(s) or received or recovered by the Security Agent or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for itself and each of the other Finance Parties absolutely *pro rata* (save as may otherwise be agreed between the Security Agent and the other Finance Parties from time to time) to the moneys, obligations and liabilities of each Chargor owed to all the Finance Parties (including the Security Agent) from time to time secured by this Deed.
- 17.2 All moneys, property and other assets received by the Security Agent or any Receiver or Delegate shall be held by it or him upon trust for the Security Agent and the other Finance Parties according to their respective interests to apply the same in the order specified in clause 15.1 (*Order of Application*).
- 17.3 The trusts in this Deed shall remain in force until whichever is the earlier of:
- 17.3.1 the expiration of a period of 125 years from the date of this Deed; or
 - 17.3.2 receipt by the Security Agent of confirmation in writing from all of the Finance Parties that the Secured Liabilities are no longer outstanding.

18. EFFECTIVENESS OF SECURITY

Continuing Security

- 18.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities for the duration of the Liability Period and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 18.2 The security constituted by this Deed and all rights, powers and remedies of the Security Agent provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Agent or any other Finance Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

Reinstatement

- 18.3 If any discharge, release or arrangement (whether in respect of the obligations of any Transaction Obligor or any other member of the Group or any Security for those obligations or otherwise) is made by the Security Agent or any other Finance Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 18.4 The Security Agent may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

No Security held by Chargors

- 18.5 No Chargor shall take or receive any Security from a Transaction Obligor or any other member of the Group or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:
- 18.5.1 it shall be held by that Chargor on trust for the Security Agent (as trustee for the Finance Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 18.5.2 on demand by the Security Agent, the relevant Chargor shall promptly transfer, assign or pay to the Security Agent all Security and all moneys from time to time held on trust by it under this clause 18.5.

19. CERTIFICATES AND DETERMINATIONS

- 19.1 Any certificate or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. PARTIAL INVALIDITY

- 20.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

21. REMEDIES AND WAIVERS

- 21.1 No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 21.2 Any amendment, waiver or consent by the Security Agent under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

22. NOTICES

- 22.1 Clause 33 (*Notices*) of the Facilities Agreement shall apply to this Deed.

23. COUNTERPARTS

- 23.1 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

24. ASSIGNMENT

- 24.1 The Security Agent may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor. The Security Agent may disclose any information about any Chargor and this Deed as the Security Agent shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

25. RELEASES

- 25.1 Upon the expiry of the Liability Period (but not otherwise) and subject to clauses 18.3 and 18.4 (*Reinstatement*), the Security Agent shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release or re-assign the Charged Property of that Chargor from the security constituted by this Deed and return all deeds and documents of title delivered to the Security Agent pursuant to this Deed..

26. GOVERNING LAW

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

27. ENFORCEMENT

Jurisdiction

- 27.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “Dispute”).
- 27.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 27.3 Clauses 27.1 and 27.2 above are for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- 27.4 Each Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

Waiver of Immunity

- 27.5 To the extent that any of the Chargors may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), that Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

**SCHEDULE 1
THE CHARGORS**

Name	Company Number	Registered Office	Address for Notices	Fax Number	FAO:
NewCo A 13 Limited	08812984	Unit 523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	Unit 523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
NewCo B 13 Limited	08813051	Unit 523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	Unit 523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Forest Healthcare Acquisitions Limited	06428194	Unit 523, Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	Unit 523, Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Ash Court Community Limited	02938894	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Blackberry Hill Limited	05127085	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Aspen Village Limited	04500186	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Forest Healthcare Finance Limited	06428047	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		
Forest New Barnet Limited	06428075	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL		

Forest Limited	Wokingham	06428353	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Hingham Limited		06428011	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Great Missenden Limited		06428103	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Limited	Maidstone	06428087	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Limited	Faringdon	06428106	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Chigwell Limited		06428076	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Limited	Crowthorne	06428083	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Limited	Gillingham	06428081	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Cedar Gardens Care Ltd		03582775	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Phoenix Care Holdings Limited		05574242	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL

Phoenix Limited	Healthcare	02820998	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Hassingham Limited		05509279	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Calvercare Limited		02940016	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Tamehaven Limited		03001726	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Bonneycourt Limited		02876222	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Diomark Care Limited		03186969	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Pinehurst Care Limited		03054652	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Grace Manor Care Ltd		03690816	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL
Forest Limited	Healthcare	02937242	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL	523 Highgate Studios, 53-79 Highgate Road, London, NW5 1TL

SCHEDULE 2
REAL PROPERTY

Part 1

Registered Land

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant
Chargor is registered as the proprietor at the Land Registry)

No.	Property	Registered Proprietor	Tenure	Term	Title Number	Property Description
1	Ash Court	Ash Court Community Limited	Freehold	n/a	NGL557887	Land on the South side of Ascham Street, St Pancras
2	Belmont Lodge	Diomark Care Limited	Freehold	n/a	EX190853 and EX278280	392-396 Fencepiece Road, Chigwell, IG7 5DY
3	Borehamwood	Aspen Village Limited	Freehold	n/a	HD298919	Land on the South west side of Cardinal Avenue, Borehamwood, WD6 1EP
4	Bridgeside Lodge	Blackberry Hill Limited	Leasehold	99 years from and including 1 July 1999	NGL775522	Bridgeside Lodge Care Home, Wharf Road, London, N1 7RN
5	Cedars	Cedar Gardens Care Limited	Freehold	n/a	NGL684231	Cedars Nursing Home, 12-18 Richmond Road, New Barnet, Barent EN5 1SB
6	Grace Manor	Grace Manor Care Limited	Freehold	n/a	K704424	348 Grange Road, Gillingham ME7 2UD

7	Hassingham House	Hassingham Limited	Freehold	n/a	NK200673	Hassingham House Nursing Home, Hardingham Street, Hingham, Norwich NR9 4JB
8	Pinehurst	Pinehurst Care Limited	Freehold	n/a	BK80171, BK36236, BK38651 and BK24279	Pinehurst Care Centre, Dukes Ride, Crowthorne RG45 6ND
9	Poplars	Tamehaven Limited	Freehold	n/a	K80709 and K681667	158 and 158A Tonbridge Road, Maidstone
10	The Grange	Bonneycourt Limited	Freehold	n/a	ON71206	25 Church Green, Stanford in the Vale, Faringdon, SN7 8HU
11	Warren Lodge	Phoenix Healthcare Limited	Freehold	n/a	BK400972	Warren Lodge, Warren Lane, Finchampstead, Wokingham, RG40 4HR
12	Woodlands Park	Calvercare Limited	Freehold	n/a	BM182162	Woodlands Park Home, Aylesbury Road, Great Missenden HP16 9LS

Part 2
Unregistered Land

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

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

Name of Chargor	Document	Date	Parties	Description
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**SCHEDULE 3
SECURITIES**

**Part 1
Shares**

Name of Chargor	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc)	Registered holder
NewCo A 13 Limited	NewCo B 13 Limited	2	Ordinary	NewCo A 13 Limited
NewCo B 13 Limited	Forest Healthcare Acquisitions Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Healthcare Limited	182,500	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Ash Court Community Limited	800	A Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Ash Court Community Limited	200	B Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Blackberry Hill Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Aspen Village Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Healthcare Finance Limited	2	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest New Barnet Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Wokingham Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Hingham Limited	1	Ordinary	NewCo B 13 Limited

NewCo B 13 Limited	Forest Great Missenden Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Maidstone Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Faringdon Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Chigwell Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Crowthorne Limited	1	Ordinary	NewCo B 13 Limited
NewCo B 13 Limited	Forest Gillingham Limited	1	Ordinary	NewCo B 13 Limited
Forest New Barnet Limited	Cedar Gardens Care Ltd	300,000	Ordinary	Forest New Barnet Limited
Forest Wokingham Limited	Phoenix Care Holdings Limited	145	A Ordinary	Forest Wokingham Limited
Forest Wokingham Limited	Phoenix Care Holdings Limited	580	B Ordinary	Forest Wokingham Limited
Forest Hingham Limited	Hassingham Limited	511	A Ordinary	Forest Hingham Limited
Forest Hingham Limited	Hassingham Limited	1,710	B Ordinary	Forest Hingham Limited
Forest Great Missenden Limited	Calvercare Limited	1,000	Ordinary	Forest Great Missenden Limited
Forest Maidstone Limited	Tamehaven Limited	454,545	Ordinary	Forest Maidstone Limited
Forest Faringdon Limited	Bonneycourt Limited	1,000	Ordinary	Forest Faringdon Limited
Forest Chigwell Limited	Diomark Care Limited	93,530	A Ordinary	Forest Chigwell Limited

Forest Chigwell Limited	Diomark Care Limited	580,000	B Ordinary	Forest Chigwell Limited
Forest Crowthorne Limited	Pinehurst Care Limited	311,905	Ordinary	Forest Crowthorne Limited
Forest Gillingham Limited	Grace Manor Care Limited	10,000	Ordinary	Forest Gillingham Limited

Part 2
Other Securities

Name of Chargor	Details of issuer/obligor/ company	Description of stock or other securities	Registered holder (if applicable)	Document evidencing or indicating title /Uncertificated?
N/A	N/A	N/A	N/A	N/A

SCHEDULE 4
SPECIFIED CONTRACTS

Name of Chargor	Document	Date	Parties	Description
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SCHEDULE 5
FORM OF NOTICE OF CHARGE – INSURANCES

Part 1
Form of Notice

To: [Insurer]

Address: [●]

[Date]

Dear Sirs

[Name of relevant Chargor] - Insurance Polic[y][ies] Number[s] [●] [and [●]

National Westminster Bank plc (the “Security Agent”) and [insert name of relevant Chargor] (the “Company”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [●] and made between, inter alios, the Parent and the Security Agent (the “Debenture”) the Parent charged to the Security Agent by way of charge all of its present and future right, title and interest in and to Insurance Polic[y][ies] Number[s] [] and any insurance policy or policies entered into in substitution for [it/them] (the “Polic[y][ies]”), including all claims, the proceeds of all claims and all returns of premium in connection with the Polic[y][ies].

The Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies, (including the Polic[y][ies]), should be held to the order of the Security Agent and all payments by you under or in connection with the Polic[y][ies] should be made as the Security Agent may direct and only on the Security Agent’s written instructions.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Agent pursuant to it, the Parent shall remain liable under the Polic[y][ies] to perform all of the obligations assumed by it under the Polic[y][ies] and neither the Security Agent nor any receiver nor any delegate appointed by the Security Agent or any such receiver shall be any time under any obligation or liability to you under or in respect of the Polic[y][ies].

The Parent irrevocably instructs and authorises you to disclose to the Security Agent any information relating to the Polic[y][ies] requested from you by the Security Agent.

The Parent confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Agent, the communication from the Security Agent shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Agent’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Agent in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Agent at 250 Bishopsgate, London, EC2M 4AA for the attention of [officer/department].

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

Yours faithfully,

.....
for and on behalf of
[insert name of relevant Chargor]

.....
for and on behalf of
National Westminster Bank plc

Part 2
Form of Acknowledgement
[on duplicate]

To: National Westminster Bank plc

Address: 250 Bishopsgate, London, EC2M 4AA

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we will hold the Polic[y][ies] and all policy documents, documents of title and endorsements relating to all such policies (including the Polic[y][ies]), to your order and accept, agree to and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Parent under such policies (including the Polic[y][ies]) at the same time as we send them to the Parent;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, any such policies (including the Polic[y][ies]); and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of such policies (including the Polic[y][ies]) (“Subsequent Party”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Our agreement and confirmation in paragraph (a) above is given subject to our right of cancellation in respect of any such policies (including the Polic[y][ies]) on default in payment of any premiums but we undertake with you (until such time as we receive notice to the contrary from you):

- (i) to advise you promptly if any such premiums are not received by us within 30 days of renewal falling due;
- (ii) not to exercise our right of cancellation on default in payment of any such premiums without giving you 30 days’ notice in writing and therefore a reasonable opportunity of paying the premiums outstanding; and
- (iii) to notify you promptly of, and in any event before giving our agreement to, any material changes which are proposed to be made to the terms of any such policies (including the Polic[y][ies]).

Yours faithfully

.....

for and on behalf of

[Name of relevant insurance company]

SCHEDULE 6
FORM OF NOTICE OF CHARGE – SPECIFIED CONTRACTS

Part 1
Form of Notice

To: [Name of relevant counterparty to Specified Contract]

Address: [] [Date]

Dear Sirs

National Westminster Bank plc (the “**Security Agent**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Parent and the Security Agent (the “**Debenture**”) the Parent charged to the Security Agent by way of first fixed charge all of its present and future right, title and interest in and to the following agreement:

[describe agreement]

(the “**Agreement**”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Parent under or arising from the Agreement, all remedies provided for in the Agreement or available at law or in equity in relation to the Agreement, the right to compel performance of the Agreement and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Parent arising from the Agreement.

All moneys payable by you to the Parent pursuant to the Agreement shall be paid to the Parent’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Security Agent unless and until you receive notice from the Security Agent to the contrary, in which event you should make all future payments as directed by the Security Agent.

Notwithstanding the charge referred to above or the making of any payment by you to the Security Agent pursuant to it, the Parent shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and neither the Security Agent nor any receiver nor any delegate appointed by the Security Agent or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement. The Parent shall also remain entitled to exercise all its rights, powers and discretions under the Agreement and you should continue to give notices under the Agreement to the Parent in each case unless and until you receive notice from the Security Agent to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs.

Please note that, pursuant to the Debenture, the Parent and the Security Agent have agreed that the Parent will not make or agree to make any amendments, variations or modifications to the Agreement or waive any of its rights under the Agreement, without the prior written consent of the Security Agent .

The Parent confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Agent, the communication from the Security Agent shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “**Notice**”) can be revoked or varied in any way except with the Security Agent’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Agent in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Agent at 250 Bishopsgate, London, EC2M 4AA for the attention of [officer/department].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

National Westminster Bank plc

Part 2
Form of Acknowledgement

[on duplicate]

To: National Westminster Bank plc

Address: 250 Bishopsgate, London, EC2M 4AA

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the charge required pursuant to the Agreement and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Parent in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Parent under the Agreement at the same time as we send them to the Parent;
- (c) [we shall not exercise or seek to exercise any right which we may have to terminate or treat as terminated the Agreement without first giving to you by registered or recorded delivery post not less than [20] working days' prior written notice specifying our grounds for terminating or treating as terminated the Agreement and further that we shall not terminate the Agreement nor treat the same as terminated if:
 - (i) any breach giving rise to the right to terminate the Agreement is remedied before the expiration of [20] working days from such notice; or
 - (ii) prior to the expiry of such period, you have agreed to execute or procure the execution of, and you call upon us to execute, a novation agreement (in form and substance acceptable to you) by which you[, a receiver appointed by you under the Debenture] or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Parent under the Agreement (but giving credit to you[, such receiver] or such other person for

moneys already paid and obligations already performed by or on behalf of the Parent pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;]

- (d) [we shall provide to you promptly on request any documents or other relevant information which you[, such receiver] or such other person may from time to time require in order to perform the obligations of the Parent;]
- (e) [if you should serve on us a notice in writing stating that the Parent is in breach of an obligation on its part under or in connection with the Debenture, we shall:
 - (i) permit you to exercise all or any of the rights of the Parent under the Agreement for so long as you shall require. Such notice in writing shall be binding and conclusive upon us; and/or
 - (ii) enter into a novation agreement (in form and substance acceptable to you) by which you[, a receiver appointed by you under the Debenture] or another person nominated by you and approved by us (such approval not to be unreasonably withheld or delayed) assume(s) the rights and obligations of the Parent under the Agreement (but giving credit to you[, such receiver] or such other person for moneys already paid and obligations already performed by or on behalf of the Parent pursuant to the Agreement) and we agree and confirm that on being called upon to execute any such novation agreement we shall promptly execute the same;]
- (f) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (g) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement (“Subsequent Party”) and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

[Name of relevant counterparty to Specified Contract]

SCHEDULE 7
FORM OF NOTICE OF CHARGE – ACCOUNTS NOT WITH THE SECURITY AGENT

Part 1
Form of Notice

To: [Name of relevant bank or financial institution]

Address: [] [Date]

Dear Sirs

National Westminster Bank plc (the “**Security Agent**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Agent (the “**Debenture**”) the Company charged to the Security Agent by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “**Relevant Account**”) maintained with you:

[Specify accounts: account name, account number, details of branch etc].

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to disclose to the Security Agent, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Agent may at any time and from time to time reasonably request you to disclose to it;
- (b) not to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Security Agent or except as expressly permitted by the terms of the Debenture;
- (c) to hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Agent and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Agent at any time and from time to time; and
- (d) to comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Agent in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Parent and without any enquiry by you as to the justification for or validity of such notice or instructions.

[The Security Agent has agreed that the Company may withdraw any moneys from any of the Relevant Accounts without any reference to or further authority from the Security Agent except to the extent that the Security Trustee gives you notice to the contrary. Upon and after the giving of such notice, the Company shall cease to be entitled to make any such withdrawal to the extent specified in the notice.]¹

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Agent, the communication from the Security Agent shall prevail;

¹ Include in the case of the Cure Account

- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “Notice”) can be revoked or varied in any way except with the Security Agent’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Agent in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Agent at 250 Bishopsgate, London, EC2M 4AA for the attention of [officer/department].

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

Yours faithfully,

for and on behalf of

[insert name of relevant Chargor]

for and on behalf of

National Westminster Bank plc

Part 2
Form of Acknowledgement
[on duplicate]

To: National Westminster Bank plc

Address: 250 Bishopsgate, London, EC2M 4AA

Attention: []

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Agent’s prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) we shall not permit the Company to make any withdrawal from any of the Relevant Accounts [without the prior written consent of the Security Agent]² OR [after receipt by us of a notice from the Security Agent prohibiting such withdrawals to the extent specified in that notice].

² Include in the case of the Cure Account

Yours faithfully

.....

for and on behalf of

[*name of relevant bank or financial institution*]

Yours faithfully

.....

for and on behalf of

[name of relevant bank or financial institution]

EXECUTION PAGE

THE CHARGORS

Executed as a deed by)

NEWCO A 13 LIMITED)

on being signed by:)

.....AMANDA SCOTT.....)

Director

in the presence of:)

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT .

Executed as a deed by)

NEWCO B 13 LIMITED)

on being signed by:)

.....AMANDA SCOTT.....)

Director

in the presence of:)

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT .

Executed as a deed by)
FOREST HEALTHCARE ACQUISITIONS)
LIMITED

on being signed by:)

..... AMANDA STOTT)
in the presence of:) Director

Signature of witness:

Name:

Address:

Occupation:

Executed as a deed by)
ASH COURT COMMUNITY LIMITED)

on being signed by:)

..... AMANDA STOTT)
in the presence of:) Director

Signature of witness:

Name:

Address:

Occupation:

Executed as a deed by)
BLACKBERRY HILL LIMITED)
on being signed by:)
..... AMANDA STOTT) Director
in the presence of:)

Signature of witness:
.....

Name: AMANDA KENDALL

Address:
.....

Occupation: MANAGEMENT ACCOUNTANT

Executed as a deed by)
ASPEN VILLAGE LIMITED)
on being signed by:)
..... AMANDA STOTT) Director
in the presence of:)

Signature of witness:
.....

Name: AMANDA KENDALL

Address:
.....

Occupation: MANAGEMENT ACCOUNTANT

Executed as a deed by)
FOREST HEALTHCARE FINANCE)
LIMITED

on being signed by:)

.....AMANDA SKOT)

in the presence of:)

Director

Signature of witness:

Name:

..AMANDA KENDALL

Address:

Occupation:

..MANAGEMENT ACCOUNTANT

Executed as a deed by)
FOREST NEW BARNET LIMITED)

on being signed by:)

.....AMANDA SKOT)

in the presence of:)

Director

Signature of witness:

Name:

..AMANDA KENDALL

Address:

Occupation:

..MANAGEMENT ACCOUNTANT .

Executed as a deed by
FOREST WOKINGHAM LIMITED

on being signed by:

.....AMANDA SCOTT.....

in the presence of:

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by

FOREST HINGHAM LIMITED

on being signed by:

.....AMANDA SCOTT.....

in the presence of:

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

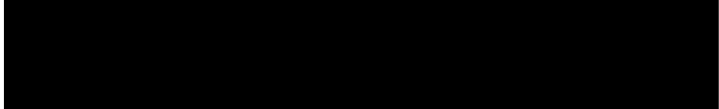
Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
FOREST GREAT MISSENDEN LIMITED)
on being signed by:)
..... *AMANDA SCOTT*) Director
in the presence of:)

Signature of witness: 

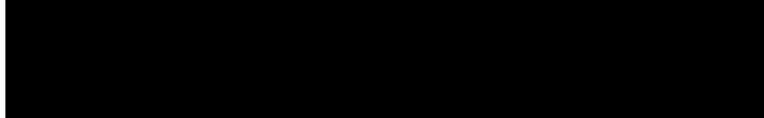
Name: *AMANDA KENDALL*

Address: 

Occupation: *MANAGEMENT ACCOUNTANT*

Executed as a deed by)
FOREST MAIDSTONE LIMITED)
on being signed by:)
..... *AMANDA SCOTT*) Director
in the presence of:)

Signature of witness: 

Name: *AMANDA KENDALL*
Address: 

Occupation: *MANAGEMENT ACCOUNTANT*

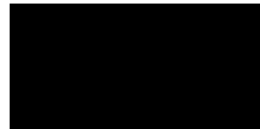
Executed as a deed by
FOREST FARINGDON LIMITED

on being signed by:

..... *AMANDA KENDALL*

in the presence of:

)
)
)
)
)



Director

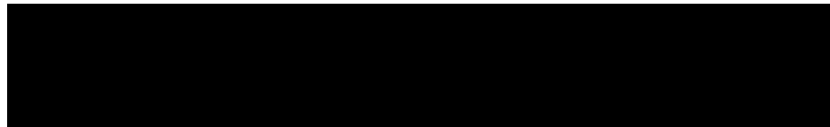
Signature of witness:



Name:

..... *AMANDA KENDALL*

Address:



Occupation:

..... *MANAGEMENT ACCOUNTANT*

Executed as a deed by
FOREST CHIGWELL LIMITED

on being signed by:

..... *AMANDA KENDALL*

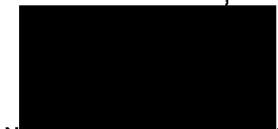
in the presence of:

)
)
)
)
)



Director

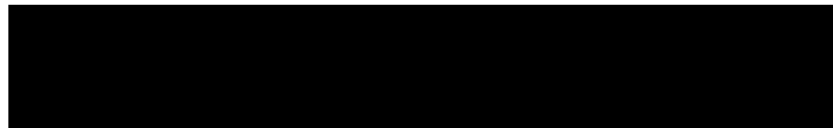
Signature of witness:



Name:

..... *AMANDA KENDALL*

Address:



Occupation:

..... *MANAGEMENT ACCOUNTANT*

Executed as a deed by
FOREST CROWTHORNE LIMITED
on being signed by:
.....
in the presence of:

AMANDA SJOOT

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by
FOREST GILLINGHAM LIMITED
on being signed by:
.....
in the presence of:

AMANDA SJOOT

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
FOREST HEALTHCARE LIMITED)
on being signed by:)
..... *AMANDA SLOTT*) Director
in the presence of:)

Signature of witness:

Name: *AMANDA KENDALL*

Address:

Occupation: *MANAGEMENT ACCOUNTANT?*

Executed as a deed by)
CEDAR GARDENS CARE LTD)
on being signed by:)
..... *AMANDA SLOTT*) Director
in the presence of:)

Signature of witness:

Name: *AMANDA KENDALL*

Address:

Occupation: *MANAGEMENT ACCOUNTANT*

Executed as a deed by)
PHOENIX CARE HOLDINGS LIMITED)
on being signed by:)
.....AMANDA ELOY)
in the presence of:)

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
PHOENIX HEALTHCARE LIMITED)
on being signed by:)
.....AMANDA ELOY)
in the presence of:)

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by

HASSINGHAM LIMITED

on being signed by:

.....AMANDA SKOT.....

in the presence of:

)

)

)

)

)

.....
Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by

CALVERCARE LIMITED

on being signed by:

.....AMANDA SKOT.....

in the presence of:

)

)

)

)

)

.....
Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
TAMEHAVEN LIMITED)
on being signed by:)
..... *AMANDA SLOTT*)
in the presence of:)



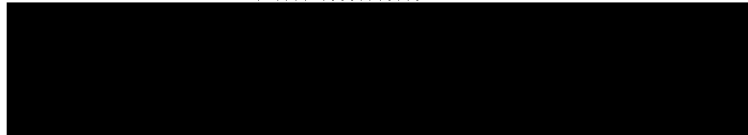
Director

Signature of witness:

Name:

AMANDA KENDALL

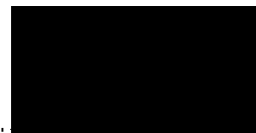
Address:



Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
BONNEYCOURT LIMITED)
on being signed by:)
..... *AMANDA SLOTT*)
in the presence of:)



Director

Signature of witness:

Name:

AMANDA KENDALL

Address:



Occupation:

MANAGEMENT ACCOUNTANT

Executed as a deed by)
DIOMARK CARE LIMITED)
on being signed by:)
.....AMANDA SKOT.....) Director
in the presence of:)

Signature of witness: [Redacted]

Name: AMANDA KENDALL

Address: [Redacted]

Occupation: MANAGEMENT ACCOUNTANT

Executed as a deed by)
PINEHURST CARE LIMITED)
on being signed by:)
.....AMANDA SKOT.....) Director
in the presence of:)

Signature of witness: [Redacted]

Name: AMANDA KENDALL

Address: [Redacted]

Occupation: MANAGEMENT ACCOUNTANT

Executed as a deed by

GRACE MANOR CARE LTD

on being signed by:

.....AMANDA SKOT

in the presence of:

)

)

)

)

)

Director

Signature of witness:

Name:

AMANDA KENDALL

Address:

Occupation:

MANAGEMENT ACCOUNTANT

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By: 

Name: CHRIS REET

Title: DIRECTOR

Address: 250 BISHOPSGATE LONDON EC2M 4TA

Fax No:

Email: Ciaran.McCarrick@natwest.com

Attention: CIARAN MCCARRICK