



Registration of a Charge

Company name: **CARETECH ESTATES (NO 2) LIMITED**

Company number: **06518327**



X7HS4SJT

Received for Electronic Filing: **01/11/2018**

Details of Charge

Date of creation: **29/10/2018**

Charge code: **0651 8327 0007**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **1. 6 TURNER STREET, RAMSGATE, KENT/HERESON ROAD, CT11 8NG (TITLE NO: K607817) 2. 24 WOODHOUSE ROAD, N12 0RS (TITLE NO: MX45864) SEE SCHEDULE 2, PART 1 FOR FURTHER DETAILS**

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:

THOMAS HUGHES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6518327

Charge code: 0651 8327 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2018 and created by CARETECH ESTATES (NO 2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2018 .

Given at Companies House, Cardiff on 5th November 2018

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 OCTOBER 2018

DEBENTURE

Between

CARETECH HOLDINGS PLC (AND OTHERS)
(as Chargors)

and

NATIONAL WESTMINSTER BANK PLC
(as Security Agent)

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THIS DEED is made on the 29 day of October 2018

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 as Security Agent for the Secured 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 16 August 2018, and amended on 24 August 2018 and further amended on or around the date of this Deed and from time to time thereafter and made between, amongst others, (1) CareTech Holdings Plc (the “Parent”), (2) the subsidiaries of the Parent listed in part I of schedule 1 to the Facilities Agreement as original borrowers, (3) the subsidiaries of the Parent listed in part I of schedule 1 to the Facilities Agreement as original guarantors, (4) Lloyds Bank Plc and National Westminster Bank Plc as arrangers, (5) the financial institutions listed in Parts II and III of schedule 1 to the Facilities Agreement as lenders, (6) the financial institutions listed in Part IV of Schedule 1 as hedge counterparties (7) National Westminster Bank Plc as agent of the other Finance Parties (the “Agent”) and (8) the Security Agent.
- (A) The Board of Directors 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 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:

“Acceleration Event”: means the occurrence of an Event of Default in respect of which the Agent has exercised any of its rights under clause 27.31 (*Acceleration*) of the Facilities Agreement.

“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.

“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*)).

“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 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.

“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 including those policies (if any) listed in schedule 7 (*Insurance Policies*) or in any Security Accession Deed, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

“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,

including, without limitation, any of the same specified in schedule 3 (*Intellectual Property*).

“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.

“Material Real Property”: means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed or any Security Accession Deed that has individually, or together with the other Material Real Property, an aggregate value that is at least equal to the Minimum Secured Property Value by no later than the date falling 30 days from the Target Accession Date and where no third party consents are required to be obtained to perfect legal mortgages over such properties.

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

“Planning Acts”: means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

“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.

“Satisfied”: in relation to a Property Exclusion or Intellectual Property Exclusion, the legal, valid and binding satisfaction or removal of that Property Exclusion or Intellectual Property Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

“Secured Liabilities”: means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor and each grantor of a security interest to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities.

“Secured Parties”: means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate.

“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 4 (*Securities*) or any Security Accession Deed, 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 Accession Deed”: a deed executed by a member a New Chargor (as defined in the Security Accession Deed) substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*).

“Specified Contracts”: means each of the contracts specified in schedule 5 (*Specified Contracts*) or in any Security Accession Deed, and any other agreement designated as a Specified Contract by the relevant Chargor (or the Obligors’ Agent on its behalf) and the Security Agent.

“Teak 2 Agreement”: means any agreement in respect of a ground rent transaction to be entered in by any member of the Group in respect of a Teak 2 Property.

“Teak 2 Agreement Date”: means the date at which any member of the Group enters into a Teak 2 Agreement.

“Teak 2 Property”: means each freehold, commonhold or leasehold property set out in Schedule 2 Part III (*Teak 2 Properties*).

Construction

1.2 Any reference in this Deed to:

- 1.2.1 the “Security Agent”, any “Chargor”, any “Finance Party”, the “Parent”, any “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 Agent 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 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.

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, without double counting, 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 13.4 to 13.6 (*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 (if any) specified in schedule 2 Part I (*Registered Land*)).

- 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 and the Teak 2 Properties);
 - 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 to the extent not effectively assigned pursuant to Clause 3.3 (*Assignment*), 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 (including, for the avoidance of doubt, the Holding Account and Mandatory Prepayment Account) 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)), including those accounts (if any) listed in schedule 6 (*Account Details*) or in any Security Accession Deed;
 - 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; and
 - 3.2.12 to the extent not effectively assigned pursuant to Clause 3.3.1 (*Assignment*) each of the Specified Contracts.

Assignment

- 3.3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Agent (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:

3.3.1 each of the Specified Contracts; and

3.3.2 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with the Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

Leases Restricting Charging

- 3.4 There shall be excluded from the charge created by this clause 3 (*Fixed Security*) and from the operation of clause 6 (*Further Assurance*) any leasehold property held by a Chargor under a lease which contains a legal, valid and binding restriction which either precludes absolutely or conditionally (including requiring the consent of any third party other than any member of the Group) that Chargor from creating any charge over its leasehold interest in that property (a "Property Exclusion") until the Property Exclusion has been Satisfied.

Intellectual Property Restricting Charging

- 3.5 There shall be excluded from the charge created by clause 3 (*Fixed Security*) and from the operation of clause 6 (*Further Assurance*) any Intellectual Property in which a Chargor has an interest under any licence or other agreement which a legal, valid and binding restriction which either precludes absolutely or conditionally (including requiring the consent of any third party other than any member of the Group) that Chargor from creating any charge over its interest in that Intellectual Property (an "Intellectual Property Exclusion") until the Intellectual Property Exclusion has been Satisfied.

Scottish assets

- 3.6 The fixed charges and assignments created under and pursuant to clauses 3.1 to 3.5 above shall not apply to any assets situated in Scotland or otherwise governed by Scots law.

Teak 2 Properties

- 3.7 If in relation to any Teak 2 Property the relevant Teak 2 Agreement Date has not occurred within 90 days of the date of this Deed, each relevant Chargor, as security for the payment, performance and discharge of all the Secured Liabilities from that date, shall enter into a Transaction Security Document to charge in favour of the Security Agent (as trustee for the Finance Parties) by way of:

3.7.1 first fixed charge; or

3.7.2 (if required to comply with the Minimum Secured Property Condition) first legal mortgage,

all of that Chargor's rights and interests in such Teak 2 Property.

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 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 any of the Charged Property 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 the priority of or preserve the security constituted by this Deed over any of the Charged Property,

provided that, in relation to the relevant Charged Property the subject of clause 4.3.2, the conversion into a fixed charge shall only be in respect of that Charged Property.

Automatic Conversion

- 4.4 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; 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 other than as permitted under the Facilities Agreement,

provided that, in relation to the relevant Charged Property the subject of clauses 4.4.1 and 4.4.2, the conversion into a fixed charge shall only be in respect of that Charged Property.

Scottish Assets

- 4.5 Clauses 4.3 (*Conversion by Notice*) and 4.4 (*Automatic Conversion*) shall not apply to any assets situated in Scotland or otherwise governed by Scots law if, and to the extent that, a Receiver would

not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.

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 Material Real 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 Material Real Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a 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".

- 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 promptly 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 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 Borrowers 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

Each Chargor shall procure for each Site which is acquired by or on behalf of any Chargor after the date of this Deed that, as soon as reasonably practicable:

- 5.4.1 is (subject to registration of the relevant transfer under the Land Registration Act 2002 or the Land Registration (Scotland) Act 1979) and is the legal and beneficial owner of that Site; and
- 5.4.2 has good and marketable title to that Site,
- in each case free from Security (other than Security created by or pursuant to the Transaction Security Documents and Permitted Security).
- 5.5 Each Chargor shall, promptly upon the request of the Security Agent from time to time, give or join the Security Agent in giving:

- 5.5.1 a notice in the form set out in part I of schedule 8 (*Form of Notice of Charge – Specified Contracts*), part I of schedule 9 (*Form of Notice of Charge – Accounts not with the Security Agent*) or, as applicable, part I of schedule 10 (*Form of Notice to Insurers*) 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, 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 to each relevant insurance provider in respect of each Insurance; and
- 5.5.2 in respect of any other asset which is charged or assigned pursuant to clause 3 (*Fixed Security*), a notice of charge or, as applicable, assignment in such form as the Security Agent may reasonably require to the relevant obligor, debtor or other third party (as the case may be).
- 5.6 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 in the form set out in part II of schedule 8, part II of schedule 9 or, as applicable part II of schedule 10 or in such other form in any case as the Security Agent may reasonably require.

Acknowledgement of Notice

- 5.7 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

- 5.8 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 from time to time relating to the Material Real Property.

Deposit of Securities

- 5.9 Each Chargor shall, in respect of any Securities which are in certificated form, promptly:
- 5.9.1 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 in which it has an interest together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Liabilities have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of an Acceleration Event, or if the Security Agent reasonably considers that the security constituted by this deed is in jeopardy to complete, under its power of attorney given by clause 13 (*Power of Attorney*) below, the stock transfer forms on behalf of the relevant Chargor in favour of itself or its nominee(s); and
- 5.9.2 following an Acceleration Event, 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 complete and present such transfers and documents for registration.

- 5.10 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.
- 5.11 For the purposes of clauses 5.9 and 5.10 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 Subject to the Agreed Security Principles, 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) except:
 - (a) the security created over the shares in H20 Limited; and
 - (b) subject to clause 6.2 (below), perfection of a legal mortgage over any Charged Property constituting freehold, commonhold or leasehold property shall only be required if necessary for the Group to comply with the Minimum Secured Property Condition;
 - 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; and/or
 - 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 that may be required in order for the Group to comply with the Minimum Secured Property Condition.
- 6.2 When an Event of Default is continuing, the Security Agent or any Receiver may require any Chargor to perfect the security created or intended to be created in respect of any Mortgaged Property (which may include the execution by that Chargor of a mortgage over the Mortgaged Property).
- ### *Necessary Action*
- 6.3 Subject to the Agreed Security Principles, 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.

Exclusion of Assets from Security

- 6.4 Immediately upon any Property Exclusion or Intellectual Property Exclusion being Satisfied, the leasehold property or Intellectual Property concerned shall become the subject of an effective charge pursuant to, and in accordance with, Clause 3 (*Fixed Charge*).
- 6.5 For the avoidance of doubt, there is no obligation on any Chargor to procure that a Property Exclusion or Intellectual Property Exclusion is Satisfied.

Implied Covenants for Title

- 6.6 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, 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 from the date of this Deed for so long as any amount is outstanding under this Deed.

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 26.18 to 26.20 (*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.

Restriction on Disposals

- 7.3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by clause 4.1 (*Creation of Floating Charge*) or as expressly permitted under the Facilities Agreement.

Insurance

- 7.4 Each Chargor shall insure and keep insured the Material Real Property (insofar as it is of an insurable nature) against:
- 7.4.1 loss or damage by fire; and
- 7.4.2 other risks, perils and contingencies and in such amounts and on such terms as would be taken out by reasonably prudent persons carrying on the same class of business as that carried on by it.
- 7.5 All such insurances must be with a reputable insurance company or underwriters and must be in a sum or sums not less than the replacement value of the Material Real Property (meaning, in the case of the Premises, the total cost of entirely rebuilding, reinstating or replacing the Premises in

the event of their being completely destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement).

- 7.6 Each Chargor shall, if requested by the Security Agent, procure that a note of the Security Agent's interest is endorsed upon in respect of any Insurances.
- 7.7 Each Chargor shall promptly pay all premiums and other moneys payable under or in respect of each policy of insurance effected or maintained by it or any person on its behalf and do all other things necessary to keep each such policy in full force and effect and shall, promptly upon request, produce to the Security Agent receipts showing the payment of such moneys within seven days of their becoming due and payable (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as that Chargor is entitled to obtain from the landlord under the terms of the relevant lease).
- 7.8 Each Chargor shall, on written demand by the Security Agent, produce to the Security Agent the policy, certificate or cover note relating to Insurances in respect of which it is an insured party.

Remedying Insurance Defaults

- 7.9 If default shall be made by any Chargor in complying with clause 7.4 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).

Voting Rights and Dividends relating to Securities

- 7.10 At any time before the security constituted by this Deed has become enforceable:
- 7.10.1 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, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
- 7.10.2 each Chargor shall pay all dividends, interest and other moneys arising from the Securities in accordance with the Facilities Agreement.
- 7.11 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):
- 7.11.1 provided that the Security Agent has given notice to the relevant Chargor of its intention to exercise voting rights in respect of the Securities, exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
- 7.11.2 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;

- 7.11.3 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
- 7.11.4 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.

Calls and Other Obligations in respect of Securities

- 7.12 Each Chargor shall promptly pay 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 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).
- 7.13 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.
- 7.14 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.
- 7.15 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.
- 7.16 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

- 7.17 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 into the current account of that Chargor which is subject to the security created by this Deed.

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 any Mandatory Prepayment Account except 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.

Premises, Plant and Machinery

- 7.21 Each Chargor shall at all times, to the Security Agent's satisfaction, repair and keep:
- 7.21.1 the Premises in good and substantial repair and condition and adequately and properly painted and decorated; and
 - 7.21.2 the fixtures, plant, machinery, implements and other effects and chattels owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition and shall, as and when necessary, renew and replace such items when they shall become obsolete, worn out or destroyed with items of similar quality and of equal or greater value.
- 7.22 If default shall be made by any Chargor in complying with clause 7.21 above, the Security Agent may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Agent and its agents and contractors to take any of the steps referred to in clause 7.29 below for this purpose. All moneys reasonably expended by the Security Agent in taking any such steps 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).
- 7.23 No Chargor shall, without the prior written consent of the Security Agent, carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Material Real Property.

Material Real Property

- 7.24 No Chargor shall, except as expressly permitted under the Facilities Agreement or with the prior written consent of the Security Agent:
- 7.24.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Material Real Property; or
 - 7.24.2 create any licence in respect of any Material Real Property, or let any person into occupation of, or share occupation of, any Material Real Property or grant any other proprietary or other right or interest in any Material Real Property.

- 7.25 Each Chargor shall:
- 7.25.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Material Real Property; and
 - 7.25.2 duly and punctually perform and observe and indemnify the Security Agent for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Material Real Property.
- 7.26 No Chargor shall:
- 7.26.1 enter into any onerous or restrictive covenants affecting the Material Real Property; or
 - 7.26.2 sever or unfix or remove any of the fixtures from any Material Real Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with clause 7.21 above).
- 7.27 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Agent and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Material Real Property or by the owner or occupier of its Material Real Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Agent or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Agent or such Receiver or Delegate on demand and shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Agent or such Receiver or Delegate until reimbursed (after as well as before any judgment).
- 7.28 No Chargor shall, without prior written consent of the Security Agent not to be unreasonably withheld:
- 7.28.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Material Real Property;
 - 7.28.2 carry out or permit to be carried out on any Material Real Property any development (within the meaning of that expression in the Planning Acts); or
 - 7.28.3 make any VAT election in relation to any Material Real Property,
- except no consent shall be required where such application, development or VAT election is consistent with the existing use of such Material Real Property and enhances the value of such Material Real Property.

Remedying Material Real Property Defaults

- 7.29 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Material Real Property, the relevant Chargor shall permit the Security Agent and its agents and contractors to:
- 7.29.1 enter on the Material Real Property;
 - 7.29.2 comply with or object to any notice served on that Chargor in respect of the Material Real Property; and
 - 7.29.3 take any action as the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

- 7.30 The power given under clause 7.29 above may be exercised at any time after:
- 7.30.1 the expiry of five days following such default by a relevant Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Material Real Property; or
 - 7.30.2 an Acceleration Event.
- 7.31 All moneys expended by the Security Agent in taking any steps referred to in clause 7.29 above 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).

Information

- 7.32 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.

Notices relating to Charged Property

- 7.33 Each Chargor shall, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Charged Property:
- 7.33.1 deliver a copy to the Security Agent;
 - 7.33.2 inform the Security Agent of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
 - 7.33.3 comply with any reasonable request by the Security Agent to take such action as the Security Agent may believe necessary to preserve or protect the Charged Property or the security constituted or intended to be constituted by this Deed.

Not Jeopardise Security

- 7.34 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise 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 and 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 an Acceleration Event.
- 8.2 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

- 8.3 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 determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for in this clause 8.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

Redemption of Prior Mortgages

- 8.4 The Security Agent or any Receiver may at any time:
- 8.4.1 redeem any prior Security over any Charged Property; or
 - 8.4.2 procure the transfer of that Security to the Security Agent; or
 - 8.4.3 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).
- 8.5 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 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.

Removal

- 10.2 The Security Agent may by writing under its hand (or by an application to the court where required by law):
- 10.2.1 remove any Receiver appointed by it; and
- 10.2.2 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

- 10.3 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

- 10.4 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.
- 10.5 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.
- 10.6 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

- 10.7 The Security Agent may fix 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 given under clause 13.1 may be exercised at any time after:
- 13.2.1 the expiry of five days following the failure by a relevant Chargor to do that which it is required to do by the terms of any Finance Documents; or
 - 13.2.2 an Acceleration Event.

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) be applied in the order and manner specified in the Facilities 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.

17. SET-OFF

- 17.1 Without limiting any other rights conferred on the Security Agent and/or any other Finance Party by law or by any other agreements entered into with any Chargor, the Security Agent and each other Finance Party may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Deed (to the extent beneficially owned by the Security Agent or, as the case may be, that Finance Party) against any matured obligation, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent or, as the case may be, that Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

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, unless and until discharged by the Security Agent, 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 Chargor 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 another Chargor 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. COUNTERPARTS

- 22.1 This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

23. ASSIGNMENT

- 23.1 The Security Agent may assign, charge or transfer all or any of its rights under this Deed without the consent of any Chargor in accordance with the Facilities Agreement. 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.

- 23.2 Each Chargor consents to the accession to this Deed of additional Chargors and irrevocably appoints the Obligors' Agent as its agent for the purpose of executing any Security Accession Deed on its behalf.

24. RELEASES

- 24.1 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 the Charged Property of that Chargor from the security constituted by this Deed.

25. GOVERNING LAW

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

26. ENFORCEMENT

Jurisdiction

- 26.1 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").
- 26.2 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.
- 26.3 Clauses 26.1 and 26.2 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.
- 26.4 Each Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

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:
CareTech Holdings Plc	04457287	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Community Services Limited	02804415	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Estates (No 7) Limited	08628141	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Estates Limited	05964868	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Estates (No. 5) Limited	07027116	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Selborne Care Limited	05513162	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Community Services (No.2) Limited	03894564	5th Floor Metropolitan House, 3 Darkes Lane,	5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill

Oakleaf Care (Hartwell) Limited	05225317	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
ROC Northwest Limited	05564417	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
Lonsdale Midlands Limited	02834141	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
Delam Care Limited	02995783	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
One Step (Support) Limited	04534652	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
Spark of Genius (Training) Ltd	SC196146	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill
Spark of Genius Limited	SC479758	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill

Branas Isaf (Bythnod & Hendre Llwyd) Limited	04826628	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Community Support Project Limited	05456325	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Branas Isaf Personal Development Centre Limited	03744583	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Branas Isaf (Holdings) Limited	04827227	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Branas Isaf (Dewis Cyfarfod & Cysgod Cyfarfod) Limited	04828115	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
Branas Isaf (Llyn Coed) Limited	04826774	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Estates (No 2) Limited	06518327	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
CareTech Estates (No.4) Limited	06543818	5th Floor Metropolitan House, 3 Darkes Lane,	5th Floor Metropolitan House, 3 Darkes Lane,	01707 662 719	Michael Hill

CareTech Estates (No 3) Limited	06518491	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	Potters Bar, Hertfordshire, EN6 1AG 5th Floor Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Michael Hill
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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)

Name of Chargor	Premises at:	Postcode	Registered at HM Land Registry under Title No:
Branas Isaf (Dewis Cyfarfod & Cysgod Cyfarfod) Ltd	Llandderfel, Bala, Gwynedd	LL23 7DR	WA475944 (lodge) CYM291687 (hall)
Branas Isaf (Llyn Coed) Ltd - Maes Brith	Treddol, Corwen, Denbighshire	LL21 0ES	CYM74611 (Melin Rug Creamery, Corwen) /CYM285148 (1 And 2 Melin Rhug Cottages, Corwen)
CareTech Community Services Limited	55 Chaucer Road, Bedford	MK40 2AL	BD27694
CareTech Community Services Limited	82 Chaucer Road	MK40 2AP	BD162551
CareTech Community Services Limited	25 Garrad's Road, Streatham, London	SW16 1JS	134990
CareTech Community Services Limited	196 High Street, Rickmansworth, Herts	WD3 1BD	HD361910
CareTech Community Services Limited	42 Hollow Lane, Shinfield, Berkshire	RG2 9BT	BK187659
CareTech Community Services Limited	16 Vancouver Road, Forest Hill, London	SE232AF	171415
CareTech Community Services Limited	87 Bouncers Lane, Prestbury, Cheltenham, Glos	GL52 5JB	GR155130
CareTech Community Services Limited	115 Cross Keys Lane, Telford	TF1 5LR	SL36489
CareTech Community Services Limited	48 Castle Street, Hadley, Telford, Shropshire	TF1 5RA	SL48806
CareTech Community Services Limited	54 Oval Road, Erdington, Birmingham	B24 8PL	WM165860
CareTech Community Services Limited	New Street, St Georges, Telford, Shropshire	TF2 9AP	SL172113
CareTech Community Services Limited	52 Gloucester Road, Cheltenham, Glos	GL1 8PA	GR80127
CareTech Community Services Limited	36 Kingsmead Close, Cheltenham, Gloucestershires	GL51 0AN	GR11249
CareTech Community Services Limited	19 Haybridge Road, Hadley, Telford, Shropshire	TF1 5LR	SL27959

CareTech Community Services Limited	33 Radnor Road, Hatherley, Cheltenham, Glos	GL51 3JN	GR20020
CareTech Community Services Limited	79 Slade Road, Erdington, Birmingham	B23 7PN	WM444220
CareTech Community Services Limited	68 West Park Road, Smethwick	B67 7JH	WM626968
CareTech Community Services Limited	26 Brisbane Road, Ilford, Essex	IG1 4SR	EGL94859
CareTech Community Services Limited	44 Chestnuts Road, West Norwood, London	SE27 9LF	LN65083
CareTech Community Services Limited	Morvern House, The Causeway, Potters Bar, Hertfordshire	EN6 5HA	HD492615
CareTech Community Services Limited	Lacey House, Standedge, Delph, Oldham	PR4 1HX	HE38798
CareTech Community Services Limited	Dovecote, Llangarron (18990833) Herefordshire	HR96PB	GR20020
CareTech Community Services Limited	Fairfield, Middle Carr Farm, Hall Carr Road, Rawstonsall	BB4 6BS	LA533247
CareTech Community Services Limited/Roborough House Limited	Off Tamerton Road, Woolwell, Plymouth	PL6 7BQ	DN261664
CareTech Community Services Limited	Church End, Leverington, Wisbech	PE13 5DB	CB257721
CareTech Community Services Limited	Clocktower Mews Flat, The Causeway, Potters Bar, Herts	EN6 5HA	HD492615
CareTech Community Services Limited	139 Canterbury Road, Hawkinge, Nr Folkstone, Kent	CT18 7AX	K209107
CareTech Community Services Limited	Coppice Lodge, 113 Woodland Ave, Brierley Hill	DY5 1EF	WM677087
CareTech Community Services Limited	Acton Green Worcestershire	WR6 5AH	HW128343
CareTech Community Services Limited	Hidelow House, Acton Beauchamp	WR6 5AH	HW128343
CareTech Community Services Limited	21 Haybridge Road, Hadley, Telford	TF1 5LR	SL205730
CareTech Community Services Limited	66 Park Lane, Fareham, Hampshire	PO16 7LB	HP138696
CareTech Community Services Limited	228 Kingsbury Road, Erdington, Birmingham	B24 8QY	WM555088
CareTech Estates (No 2) limited	6 Turner Street, Ramsgate, Kent/Hereson Road	CT11 8NG	K607817
CareTech Estates (No 2) Limited	24 Woodhouse Road	N12 0RS	MX45864
CareTech Estates (No 2) Limited	Primrose Road, Dover, Kent	CT17 0JA	K682129
CareTech Estates (No 2) Limited	10-12 Pitgreen Lane, Wolstanton, Stoke-on-Trent	ST5 0DB	SF129562
CareTech Estates (No 3) Limited	Riverview, High Road, Vange, Basildon, Essex	SS16 4TR	EX265792

CareTech Estates (No 3) Limited	99 Dunes Road, Greatstone, New Romney, Kent	TN28 8SW	K239126
CareTech Estates (No 3) Limited	33 Huntsman Way, Leicester	LE4 7ZG	LT54218
CareTech Estates (No 3) Limited	33 Huntsmans Way, Leicester	LE4 7ZG	LT54218
CareTech Estates (No 3) Limited	Ashring House, Lewes Road, Ringmer, East Sussex	BN8 5ES	ESX117864
CareTech Estates (No 3) Limited	20 Taylors Lane, St Marys Bay, Romney Marsh	TN29 0EU	K551484
CareTech Estates (No 3) Limited	12 Hardy Road, Greatstone, New Romney, Kent	TN28 8SF	K260749
CareTech Estates (No 4) Limited	62 Addington Road, Sanderstead, Croydon, Surrey	CR2 8RB	SY158236
CareTech Estates (No 4) Limited	Ashcroft House, 11 Elmstead Road, Bexhill-On-Sea, E. Sussex	TN20 2HP	ESX255086
CareTech Estates (No 4) Limited	26 High Road North, Laindon, Basildon, Essex	SS15 4DP	EX382546
CareTech Estates (No 4) Limited	64 Leigham Court Road, Streatham, London	SW16 2PL	LN45805
CareTech Estates (No 4) Limited	56 Kirkstall Road, Streatham, London	SW2 4HF	SGL324161
CareTech Estates (No 4) Limited	62 Leigham Court Road, Streatham, London	SW16 2PL	354251
CareTech Estates (No 4) Limited	12 Voss Court, Streatham, London	SW16 3BS	SGL301786
CareTech Estates (No 4) Limited	59 Victoria Drive, Bognor Regis, West Sussex	PO21 2TQ	WSX194932
CareTech Estates (No 5) Limited	Aroona, Collingham Park, Lancaster	LA1 4JL	LA612461
CareTech Estates (No 5) Limited	Ashdene, Parkside Lane, Nateby, Garstang	PR3 0JA	LA598107
CareTech Estates (No 5) Limited	Hawthorns, 262 Bowerham Road, Lancaster	LA1 4LR	LA714049
CareTech Estates (No 5) Limited	Kirkwood, 19 Cowley Crescent, Padiham, Burnley, BB12 8SX	BB12 8SX	LA963947
CareTech Estates (No 5) Limited	Linton House, Kirkham Road, Freckleton, Preston	PR4 1HX	LA841719
CareTech Estates (No 5) Limited	Mountwood Academy, Ward Green Lane, Ribchester, Preston PR3 3YB	PR3 3YB	LA940027
CareTech Estates (No 5) Limited	3 Tower View, Station Road, Foulridge, Colne, BB8 7NB	BB8 7NB	LAN127160
CareTech Estates (No 5) Limited	Hunsbury House, 8 Long Acres, Hunsbury, Northampton	NN5 6DS	NN84164
CareTech Estates (No 5) Limited	The Cotswold, 178 Cotswold Avenue, Duston, Northampton	NN5 6DS	NN311939

CareTech Estates (No 5) Limited	Ashton Road, Hartwell, Northampton	NN7 2EY	NN120922
CareTech Estates (No 5) Limited	Ashton Road, Hartwell, Northampton	NN7 2EY	NN120922
CareTech Estates (No 5) Limited	Ashton Road, Hartwell, Northampton	NN7 2EY	NN120922
CareTech Estates (No 5) Limited	CRO1 Crowroyd, Thornhill, Dewsbury	WF12 0RX	WYK317257
CareTech Estates (No 7) Limited	167 High Street, Clapham, Nr Bedford	MK14 6AH	BD140720
CareTech Estates (No 7) Limited	Sunnyside Close, Hitchin, Hertfordshire	SG4 9JG	HD362900
CareTech Estates (No 7) Limited	44 The Avenue, Watford, Herts	WD17 4NS	HD68505
CareTech Estates (no 7) Limited	3 St Richards Road, Deal, Kent	CT14 9JR	K607680
CareTech Estates (No 7) Limited	41 Manor Rd, Barnet, London	EN4 2JQ	NGL173108
CareTech Estates (No 7) Limited	10 The Street, Kingston, Canterbury, Kent	CT4 6HZ	K316553
CareTech Estates (No 7) Limited	9 Crowlands, Cottenham, Cambridgeshire	CB24 8TE	CB191417
CareTech Estates (No 7) Limited	145a Friern Park, Finchley, London	N12 9LR	NGL512137
CareTech Estates (No 7) Limited	136 Mildred Avenue, Watford, Hertfordshire	WD18 7DX	HD354719
CareTech Estates (No 7) Limited	May Morning Lodge, Barrow Hill, Sellindge, Ashford, Kent	TN25 6JG	K875026
CareTech Estates (No 7) Limited	183 Faversham Road, Ashford, Kent	TN24 9AE	K742966
CareTech Estates (No 7) Limited	Ashford Road, Kingsnorth, Ashford, Kent	TN23 3ED	K605376
CareTech Estates (No 7) Limited	88 Park Road, New Barnet, Hertfordshire	EN4 9QF	NGL7956
CareTech Estates (No 7) Limited	The Common, Hatfield, Herts	AL10 0NX	HD343524
CareTech Estates (No 7) Limited	Cupid Green Lane, Hemel Hempstead, Hertfordshire	HP2 7GH	HD386096
CareTech Estates (No 7) Limited	Cupid Green Lane, Hemel Hempstead, Hertfordshire	HP2 4NU	HD386097
CareTech Estates (No 7) Limited	5 High Street, Cottenham, Cambridgeshire	CB24 8SA	CB229036
CareTech Estates (No 7) Limited	Whiston Avenue, Bethersden, Ashford	TN26 3LA	K875024
CareTech Estates (No 7) Limited	West Fen Road, Willingham, Cambridgeshire	CB24 5LP	CB139084
CareTech Estates (No 7) Limited	208 Barnet Road, Arkley, Barnet, Hertfordshire	EN5 3LF	NGL28906
CareTech Estates (No 7) Limited	21 Church Lane, Bearstead, Maidstone, Kent	ME14 4EF	K748766

CareTech Estates (No 7) Limited	21 Church Lane, Bearstead, Maidstone, Kent	ME14 4EF	K748766
CareTech Estates (No 7) Limited	209 Faversham Road, Ashford, Kent	TN24 9AF	K300715
CareTech Estates (No 7) Limited	7 Crabtree Lane, Harpenden, Hertfordshire	AL5 5TA	HD362076
CareTech Estates (No 7) Limited	Warboys Road, Oldhurst, Cambridgeshire	PE28 3AA	CB232779
CareTech Estates (No 7) Limited	22 Prices Avenue, Margate	CT9 2NT	K442397
CareTech Estates (No 7) Limited	42 Russell Lane, London,	N20 0AE	AGL80636
CareTech Estates (No 7) Limited	100 Woodcote Grove Road, Coulsdon, Surrey	CR5 2AF	SGL610159
CareTech Estates (No 7) Limited	Flat 1, 2, Wheatsheaf House, 5 High Street, Cottenham, Cambs	CB24 8SA	CB229036
CareTech Estates (No 7) limited	Magnolia House, Cripple Street, Loose, Maidstone, Kent	ME15 6BA	K68659
CareTech Estates Limited	17 Grimston Avenue, Folkstone, Kent	CT20 2QE	K623379
CareTech Estates Limited	Westwell Leacon, Charing, Ashford, Kent	TN27 0EH	K230515
CareTech Estates Limited	Church Close, Mersham, Ashford, Kent	TN25 6NS	K573921
CareTech Estates Limited	15 Julian Road, Folkestone, Kent	CT19 5HP	K226109
CareTech Estates Limited	West Street, Harrietsham, Maidstone, Kent	ME17 1JZ	K587345
CareTech Estates Limited	Main Road, Sellindge, Ashford, Kent	TN25 6JD	K824881
CareTech Estates Limited	Maidstone Road, Westwell, Leacon, Charing, Ashford, Kent	TN27OEE	K43165
CareTech Estates Limited	34-36 Porthill Bank, Newcastle under Lyme, Staffs	ST5 0AA	SF198169
CareTech Estates Limited	19 Wheelwright Road, Erdington, Birmingham	B24 8PA	WM338332
CareTech Estates Limited	Church Road	TN25 6NT	K407369
CareTech Estates Limited	Stone Street, Standford North, Hythe, Kent	TN25 6DF	K345097
CareTech Estates Limited	Martello Industrial Estate - Flats 1 - 7, Neason Way, Folkestone, Kent	CT19 6DR	K585723
CareTech Estates Limited	Church Road, The Forstall, Mersham, Ashford, Kent	TN25 6NU	K539483
CareTech Estates Limited	Martello Industrial Estate, Neason Way, Folkestone, Kent	CT19 6DR	K585723
CareTech Estates Limited	51 Ashmere Close, Calcot, Reading, West Berkshire	RG31 7EN	BK389831

CareTech Estates Limited	Church Road, Mersham, Ashford, Kent	TN25 6NT	K762838
CareTech Estates Limited	East Street, Harrietsham, Maidstone, Kent	ME17 1HH	K860429
CareTech Estates Limited	161 Wootton Road, Kings Lynn, Norfolk	PE30 3BH	NK113176
CareTech Estates Limited	129 Wootton Road, Kings Lynn, Norfolk	PE30 4DW	NK106366
CareTech Estates Limited	41 West Fryerne Yateley	GU467SU	HP412877
Delam Care Limited	2 Harding Road, Hanley, Stoke- on-Trent	ST1 3BQ	SF312414
Delam Care Limited	9 Shirely Road, Hanley, Stoke- on-Trent	ST1 3PF	SF264699
Delam Care Limited	125 Regent Road, Hanley, Stoke-on-Trent	ST1 3BL	SF242585
Delam Care Limited	65 Lily Street, Wolstnaton, Newcastle, Staffs	ST5 0BU	SF485060
Delam Care Limited	4 Shirley Road, Hanley, Stoke- on-Trent	ST1 4BT	SF294356
Delam Care Limited	971 Lightwood Road, Longton, Stoke-on-Trent	ST3 7NE	SF103443
Delam Care Limited	123 Regent Road, Hanley, Stoke-on-Trent	ST1 3BL	SF79639
Delam Care Limited	126 Regent Road, Hanley, Stoke-on-Trent	ST1 3AY	SF258586
Delam Care Limited	35 Novi Lane, Leek, Staffs	ST13 6NX	SF469008
Delam Care Limited	63 Lily Street, Wolstnaton, Newcastle, Staffs	ST5 0BU	SF485060
Lonsdale Midlands Limited	174 All Saints Way, West Bromwich	B71 1RH	WM764999
Lonsdale Midlands Limited	68 Bescot Road, Walsall, West Midlands	WS2 9AE	WM2353
Lonsdale Midlands Limited	290 Newton Road, Great Barr, Birmingham	B43 6QU	SF73226
Lonsdale Midlands Limited	118-120 Dudley Street, West Bromwich, West Midlands	B70 9AJ	WM588749, WM147591
Lonsdale Midlands Limited	396 Frankley Beaches Road, Northfield, Birmingham	B31 5NH	WK95331
Lonsdale Midlands Limited	83 Furnace Parade, Tipton, West Midlands	DY4 9BB	SF6711

Lonsdale Midlands Limited	87-89 Nine Elms Lane, Park Village, Wolverhampton	WV10 9AN	SF104350
Lonsdale Midlands Limited	FLAT2, 91A Nine Elms Lane, Park Village, Wolverhampton	WV10 9AN	SF90390
Lonsdale Midlands Limited	FLAT1, 91B Nine Elms Lane, Park Village, Wolverhampton	WV10 9AN	SF90390
Lonsdale Midlands Limited	1-5 New Street North, West Bromwich, West Midlands	B71 4AQ	SF71856
Lonsdale Midlands Limited	82 Lichfield Road, Walsall, West Midlands	WS4 1NN	WM346717
Lonsdale Midlands Limited	164 Walker Road, Walsall, West Midlands	WS3 1BZ	WM291274
Lonsdale Midlands Limited	14 Westminster Road, Rushall, Walsall, Staffs	WS4 1NJ	WM601292
ROC Northwest Limited	Red Rock Lodge, Red Rock Lane, Haigh, Wigan	WN12UW	GM345854
Selborne Care Limited	Unit 2, Dunns Close, Nuneaton	CV11 4NF	WK452330
Selborne Care Limited	The Bungalow, 193 Crownhill Road, Plymouth, Devon	PL5 3SN	DN62136
Selborne Care Limited	66 Eros Crescent, Stoke on Trent, Staffs	ST1 6RN	SF139763
Selborne Care Limited	1 Holendene Way, Wombourne, Wolverhampton, Staffs	WV5 8EP	SF462569
Selborne Care Limited	34 Selborne Road, Handsworth Wood, Birmingham	B20 2DW	WM114045
Selborne Care Limited	36-37 South Road, Smethwick	B67 7BU	WM430984
Selborne Care Limited	5 Tiverton Drive, Nuneaton	CV11 6YJ	WK293158

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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Part 3
Teak 2 Properties

**(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)**

Name of Chargor	Premises at:	Postcode	Registered at HM Land Registry under Title No:
CareTech Community Services Limited	Erdington (Oval) & Gateway (Minstead House), 54 Oval Road, Erdington, Birmingham	B24 8PL	WM165860
CareTech Community Services Limited	Fairfield, Middle Carr Farm, Hall Carr Road, Rawtenstall	BB4 6BS	LA533247
CareTech Community Services Limited	Lacey House, Standedge, Delph, Oldham	OL3 5LU	GN290465
CareTech Community Services Limited	Lindisfarne, Church End, Leverington, Wisbech	PE13 5DB	CB257721
CareTech Community Services Limited	Westpark Road, 68 West Park Road, Smethwick	B67 7JH	WM626968
CareTech Community Services Limited	Red Rock Lodge, Red Rock Lane, Haigh, Wigan	WN1 2UW	GM345854
CareTech Estates Limited	161 Wootton Road, Kings Lynn, Norfolk	PE30 3BH	NK113176
CareTech Estates Limited	161 Annex, Wootton Road, Kings Lynn, Norfolk	PE30 3BH	NK113176
CareTech Estates Limited	Porthill, 34-36 Porthill Bank, Newcastle under Lyme	ST5 0AA	SF198169
CareTech Estates (No 2) Limited	Parklands , 10-12 Pitgreen Lane, Wolstanton, Stoke-on-Trent	ST5 0DB	SF129562
CareTech Estates (No 5) Limited	3 Tower View, Station Road, Foulridge, Colne	BB8 7NB	LAN127160
CareTech Estates (No 5) Limited	Aroona, Collingham Park, Lancaster	LA1 4JL	LA612461
CareTech Estates (No 5) Limited	Ashdene, Parkside Lane, Nateby, Garstang	PR3 0JA	LA598107
CareTech Estates (No 5) Limited	Linton House, Kirkham Road, Freckleton, Preston	PR4 1HX	LA841719
CareTech Estates (No 5) Limited	Mountwood Academy, Ward Green Lane, Ribchester, Preston	PR3 3YB	LA940027
CareTech Estates (No 5) Limited	Oak Tree Lodge (Crow Royd Farm) Crowroyd, Thornhill, Dewsbury	WF12 0RX	WYK317257
CareTech Estates (No 5) Limited	West Cottage, Houston Road, Bishopton	PA7 5NY	REN11575
CareTech Estates (No 7) Limited	Dovecote, Llangarron Herefordshire		HE38798
Delam Care Limited	Aeron 35, Novi Lane, Leek, Staffordshire	ST13 6NX	SF469008
Delam Care Limited	Hollies, 9 Shirely Road, Hanley, Stoke-on-Trent	ST1 3PF	SF26499

SCHEDULE 3
INTELLECTUAL PROPERTY

Name of Chargor	Nature of Intellectual Property (patent, trademark, service mark, design mark etc)	Further details of the Intellectual Property (relevant registry, registration number or reference etc)
	N/A	

**SCHEDULE 4
SECURITIES**

**Part 1
Shares**

Name of Chargor (registered holder of shares)	Details of company in which shares are held	Number of shares	Description of shares (class, par value etc.)	Share certificate numbers/ Uncertificated?
CareTech Holdings plc	Beacon Care Holdings Limited	50,000	Ordinary shares of £0.25 each	Dated 17 June 2008
CareTech Holdings plc	Beacon Care Investments Limited	100	Ordinary shares of £1.00 each	Dated 12 October 2018
CareTech Holdings plc	CareTech Community Services Limited	248,470	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Holdings plc	CareTech Estates (No 2) Limited	1	Ordinary share of £1.00 each	Dated 18 July 2008
CareTech Holdings plc	CareTech Estates (No 3) Limited	1	Ordinary share of £1.00 each	Dated 18 July 2008
CareTech Holdings plc	CareTech Estates (No.4) Limited	1	Ordinary share of £1.00 each	Dated 23 April 2008
CareTech Holdings plc	CareTech Estates (No. 5) Limited	1	Ordinary share of £1.00 each	Dated 9 October 2018
CareTech Holdings plc	CareTech Estates (No 6) Limited	1	Ordinary share of £1.00 each	1
CareTech Holdings plc	CareTech Estates (No 7) Limited	1	Ordinary share of £1.00 each	1
CareTech Holdings plc	CareTech Estates Limited	1	Ordinary share of £1.00 each	Dated 23 April 2018
CareTech Holdings plc	Community Support Project Limited	100	Ordinary shares of £0.01 each	Dated 12 October 2018
CareTech Holdings plc	EQL Solutions Limited	100	Ordinary shares of £1.00 each	Dated 9 October 2018

CareTech Holdings plc	Family Assessment Services (Birmingham) Limited	202	Ordinary shares of £1.00 each	Dated 20 April 2010
CareTech Holdings plc	Valeo Limited	20,019,900	Ordinary shares of £0.01 each	Certified 19 June 2008
CareTech Community Services Limited	Barleycare Limited	100	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Branas Isaf Holdings Limited	1	Ordinary share of £1.00 each	Dated 2 September 2010
CareTech Community Services Limited	Care Support Services Limited	1	Ordinary share of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	CareTech Community Services (No.2) Limited	1	Ordinary share of £1.00 each	1
CareTech Community Services Limited	Complete Care & Enablement Services Limited	1	Ordinary share of £1.00 each	Dated 1 August 2011
CareTech Community Services Limited	Counticare Limited	2	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Coveberry Limited	21,739	Ordinary shares of £1.00 each	Dated 12 October 2018
CareTech Community Services Limited	Daisybrook Limited	370	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Dawn Hodge Associates Limited	101	Ordinary shares of £1.00 each	Dated 15 February 2016
CareTech Community Services Limited	Delam Care Limited	2	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Franklin Homes Limited	100	Ordinary shares of £1.00 each	Dated 9 October 2018
CareTech Community Services Limited	Greenfields Care Group Limited	102	Ordinary shares of £1.00 each	Dated 28 May 2010
CareTech Community Services Limited	H2O Limited (Gibraltar)	All shares		

CareTech Community Services Limited	Hereson House Limited	2	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Huntsmans Lodge Limited	2	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Lonsdale Midlands Limited	100	Ordinary shares of £1.00 each	Dated 23 April 2008
CareTech Community Services Limited	Oakleaf Care (Hartwell) Limited	810	Ordinary shares of £1.00 each	14
CareTech Community Services Limited	One Six One Limited	3	Ordinary shares of £1.00 each	Dated 12 October 2018
CareTech Community Services Limited	Outlook Fostering Services Limited	100	Ordinary shares of £1.00 each	Dated 11 June 2010
CareTech Community Services Limited	Park Foster Care Ltd	100	Ordinary shares of £1.00 each	Dated 12 October 2018
CareTech Community Services Limited	Prestwood Residential Homes Ltd	1,200	Ordinary shares of £1.00 each	Dated 10 August 2010
CareTech Community Services Limited	Roborough House Ltd	10	Ordinary shares of £1.00	1
CareTech Community Services Limited	ROC Northwest Limited	120	Ordinary A shares of £1.00	Dated 19 January 2016
CareTech Community Services Limited	ROC Northwest Limited	7	Ordinary B shares of £1.00 each	Dated 19 January 2016
CareTech Community Services Limited	Applied Care and Development Limited	1000	Ordinary shares of £1.00 each	
CareTech Community Services Limited	Cameron Care Limited	1000	Ordinary shares of £1.00 each	
CareTech Community Services Limited	Rosedale Children's Services Limited	100	Ordinary shares of £1.00 each	Dated 9 October 2018
CareTech Community Services Limited	Selborne Care Limited	24	Ordinary shares of £0.166 each	Dated 28 July 2017
CareTech Community Services Limited	Phoenix Therapy and Care Limited	100	Ordinary shares of £0.01 each	

CareTech Community Services Limited	Selwyn Care Limited	37,626	Ordinary share of £1.00 each	Dated 9 October 2018
CareTech Community Services Limited	St Michael's Support & Care Limited	400,100	Ordinary shares of £1.00 each	
CareTech Community Services Limited	Sunnyside Care Homes Ltd	150,000	Ordinary shares of £1.00	Dated 12 October 2018
CareTech Community Services Limited	Sunnyside Care Homes Ltd	2	Ordinary shares of £1.00	Dated 23 April 2008
CareTech Community Services Limited	White Cliffs Lodge Limited	2	Ordinary shares of £1.00 each	Dated 23 April 2008
Community Support Project Limited	One Step (Support) Limited	100	Ordinary shares of £1.00 each	Dated 23 April 2008
Selborne Care Limited	Onetrue Step Ltd	100	Ordinary shares of £1.00 each	Dated 9 October 2018
Branas Isaf (Holdings) Limited	Branas Isaf Personal Development Centre Limited	99	Ordinary shares of £1.00 each	Dated 12 October 2018
Branas Isaf (Holdings) Limited	Branas Isaf (Education Centre) Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010
Branas Isaf (Holdings) Limited	Mason Property Development Company Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010
Branas Isaf Personal Development Centre Limited	Branas Isaf (Ashfield House) Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010
Branas Isaf Personal Development Centre Limited	Branas Isaf (Bythnod & Hendre Llwyd) Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010
Branas Isaf Personal Development Centre Limited	Branas Isaf (Dewis Cyfarford & Cysgod Cyfarfod) Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010

Branas Isaf Personal Development Centre Limited	Branas Isaf (Llyn Coed) Limited	1	Ordinary share of £1.00 each	Dated 18 October 2010
Spark of Genius (Training) Limited	Trojan Spark Limited	1	Ordinary share of £1.00 each	Dated 9 October 2018


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?
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SCHEDULE 5
SPECIFIED CONTRACTS

N/A

SCHEDULE 6
ACCOUNT DETAILS

Chargor	Bank	Sort Code Account Number
BRANAS ISAF PERSONAL DEVELOPMENT CENTRE LTD	Royal Bank of Scotland Plc	
CARETECH COMMUNITY SERVICES LTD	Royal Bank of Scotland Plc	
CARETECH COMMUNITY SERVICES LTD	Royal Bank of Scotland Plc	
CARETECH COMMUNITY SERVICES LTD	Royal Bank of Scotland Plc	
CARETECH COMMUNITY SERVICES LTD	Royal Bank of Scotland Plc	
CARETECH COMMUNITY SERVICES LTD	Royal Bank of Scotland Plc	
CARETECH ESTATES LIMITED	Royal Bank of Scotland Plc	
CARETECH ESTATES LIMITED	Royal Bank of Scotland Plc	
CARETECH HOLDINGS PLC	Royal Bank of Scotland Plc	
CARETECH HOLDINGS PLC	Royal Bank of Scotland Plc	
CARETECH HOLDINGS PLC	National Westminster Bank Plc	
CARETECH HOLDINGS PLC	National Westminster Bank Plc	
DELAM CARE LIMITED	Royal Bank of Scotland Plc	
LONSDALE MIDLANDS LIMITED	Royal Bank of Scotland Plc	
OAKLEAF CARE (HARTWELL) LTD	Royal Bank of Scotland Plc	
OAKLEAF CARE (HARTWELL) LTD	National Westminster Bank Plc	
ONE STEP (SUPPORT) LIMITED	Royal Bank of Scotland Plc	
ROC NORTHWEST LIMITED	Royal Bank of Scotland Plc	
ROC NORTHWEST LIMITED	National Westminster Bank Plc	
SELBORNE CARE LIMITED	HSBC Bank Plc	
SELBORNE CARE LIMITED	HSBC Bank Plc	
SELBORNE CARE LIMITED	Royal Bank of Scotland Plc	
SPARK OF GENIUS (TRAINING) LTD	Royal Bank of Scotland Plc	

SCHEDULE 7
INSURANCE POLICIES

CHARGOR	TYPE	COMPANY	POLICY NUMBER
CareTech Holdings Plc & subsidiary companies	Property Damage/Business Interruption	Royal & Sun Alliance Insurance plc	██████████
CareTech Holdings Plc & subsidiary companies	Motor Fleet	Royal & Sun Alliance Insurance plc	██████████

SCHEDULE 8
FORM OF NOTICE OF CHARGE – SPECIFIED CONTRACTS

Part I
Form of Notice

To: [Name of relevant counterparty to Specified Contract]

Address: [] [Date]

Dear Sirs

[insert name of Security Agent] (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 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 Company 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 Company arising from the Agreement.

Following an Acceleration Event, all moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’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 Company 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 Company 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 Company 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 Company and the Security Agent have agreed that the Company 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 or except as expressly permitted by the terms of the Debenture.

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;
- (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 [address] 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

[insert name of Security Agent]

Part II
Form of Acknowledgement

[on duplicate]

To: [insert name of Security Agent]

Address: []

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 following an Acceleration Event:

- (a) we will pay all moneys hereafter becoming due to the Company 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 Company under the Agreement at the same time as we send them to the Company;
- (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 Company 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 Company 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 Company;
- (e) if you should serve on us a notice in writing stating that the Company 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 Company 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 Company 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 Company 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 9
FORM OF NOTICE OF CHARGE – ACCOUNTS NOT WITH THE SECURITY AGENT

Part I
Form of Notice

To: [Name of relevant bank or financial institution]

Address: [] [Date]

Dear Sirs

[insert name of Security Agent] (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 request you to disclose to it;
- (b) following an Acceleration Event, 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) following an Acceleration Event, 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 Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (i) following an Acceleration Event, 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 [address] 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

[insert name of Security Agent]

Part II
Form of Acknowledgement
[on duplicate]

To: [insert name of Security Agent]

Address: []

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) following an Acceleration Event, we 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) following an Acceleration Event, 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 or except as expressly permitted by the terms of the Debenture.

Yours faithfully

.....

for and on behalf of

[name of relevant bank or financial institution]

SCHEDULE 10
FORM OF NOTICE TO INSURERS

Part 1
Form of notice of assignment

To: [insurer]

Dated: [·]

Dear Sirs

The insurance policies described in the attached schedule (“Relevant Policies”)

We hereby notify you that we have assigned to [·] (the “Security Agent”) as security trustee for itself and certain financial institutions all our right, title and interest in and to the Relevant Policies.

We hereby confirm that:

- (a) we will remain liable under the Relevant Policies to perform all the obligations assumed by us under the Relevant Policies; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Relevant Policies.

We will also remain entitled to exercise all our rights, powers and discretions under the Relevant Policies, and you should continue to give notices under the Relevant Policies to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Security Agent and the other copy to us.

The provisions of 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]

SCHEDULE

1. Date of policy	2. Insured	3. Policy type	4. Policy number
[·]	[·]	[·]	[·]

[Attach form of acknowledgment]

Part 2
Form of acknowledgement

To: [*name of Security Agent*]
 [*address*]

To: [*name of Chargor*] (**Chargor**)
 [*address*]

Dated: [·]

We acknowledge receipt of the notice of assignment (“Notice”) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor’s interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person;
- (c) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy; and
- (d) if instructed by the security agent, we will procure that a note of the Security Agent’s interest is endorsed upon in respect of each such Relevant Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

[*Insurance company*]

SCHEDULE 11
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on the day of []

BETWEEN:

- (1) [], a company incorporated in England and Wales with registered number [] (the “New Chargor”);
- (2) [], a company incorporated in England and Wales with registered number [] (the “Obligors’ Agent”) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) [] as Security Agent for the Secured Parties (the “Security Agent”).

WHEREAS:

This Deed is supplemental to a debenture dated [] between, amongst others, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “Debenture”).

1. INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall have the same meanings when used in this Deed.

Construction

- 1.2 Clauses 1.2 to 1.11 (*Construction*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.

2. ACCESSION OF NEW CHARGOR

Accession

- 2.1 The New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had been a party to it as a Chargor.

Covenant to Pay

- 2.2 Each Chargor covenants with the Security Agent (as trustee for the Secured Parties) that it will pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents.

3. FIXED SECURITY

Charges

- 3.1 The New 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 Secured Parties) by way of a first legal mortgage all of its right, title and interest in and to the Material Real Property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 1 (*Real Property*)).
- 3.2 The New 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 Secured Parties) by way of

first fixed charge all of its 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 any 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 to the extent not effectively assigned pursuant to Clause 3.3 (*Assignment*), 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 (including, for the avoidance of doubt, the Holding Account and Mandatory Prepayment Account) the 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)), including those accounts (if any) listed in schedule 6 (*Account Details*) of the Debenture or in any Security Accession Deed;
- 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; and
- 3.2.12 each of the Specified Contracts.

Assignment

- 3.3 The New Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Agent (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to:

3.3.1 each of the Specified Contracts; and

3.3.2 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of the relevant Chargor re-assign the relevant rights, title and interest in the assigned assets to that Chargor (or as it shall direct).

4. FLOATING CHARGE

The New 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 Secured Parties) by way of a first floating charge all of its undertaking and all its other property, assets and rights whatsoever, all the stock in trade of that Chargor and the 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*).

5. INCORPORATION INTO DEBENTURE

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to “this Deed” will be deemed to include this Deed.

6. CONSENT OF EXISTING CHARGORS

Each existing Chargor agrees to the terms of this Deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and the covenants given by each of them in) the Debenture.

7. NOTICES

The New Chargor confirms that its address details for notices are as follows:

Address: []

Fax: []

FAO: []

8. GOVERNING LAW

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

IN WITNESS whereof 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
REAL PROPERTY**

**SCHEDULE 2
INTELLECTUAL PROPERTY**

**SCHEDULE 3
SECURITIES**

**SCHEDULE 4
SPECIFIED CONTRACTS**

**SCHEDULE 5
ACCOUNT DETAILS**

**SCHEDULE 6
INSURANCE POLICIES**

EXECUTION FOR DEED OF ACCESSION

THE NEW CHARGOR

Executed as a deed by)
[[·][LIMITED] / [PLC]])
on being signed by two directors) Director
)
)
) Director

OR

Executed as a deed by)
[[·][LIMITED] / [PLC]] by)
on being signed by a director)
) Director
in the presence of:)

Signature of witness:

Name:

Address:

.....

Occupation:

OBLIGORS' AGENT

[insert name of Obligors' Agent]

By:

SECURITY AGENT

[insert name of Security Agent]

By:

EXECUTION PAGE

THE CHARGORS

CARETECH HOLDINGS PLC

Executed as a deed by)
CARETECH HOLDINGS PLC)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

[Redacted Signature]

BRIDGET BEACHEY

[Redacted Address]

CARETECH COMMUNITY SERVICES LIMITED

Executed as a deed by)
CARETECH COMMUNITY SERVICES)
LIMITED)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

[Redacted Signature]

BRIDGET BEACHEY

[Redacted Address]

CARETECH ESTATES (NO 7) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO 7) LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

CARETECH ESTATES LIMITED

Executed as a deed by)

CARETECH ESTATES LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

CARETECH ESTATES (NO. 5) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO. 5) LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

SELBORNE CARE LIMITED

Executed as a deed by)

SELBORNE CARE LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

CARETECH COMMUNITY SERVICES (NO.2) LIMITED

Executed as a deed by)

CARETECH COMMUNITY SERVICES
(NO.2) LIMITED

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

OAKLEAF CARE (HARTWELL) LIMITED

Executed as a deed by)

OAKLEAF CARE (HARTWELL)
LIMITED

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

ROC NORTHWEST LIMITED

Executed as a deed by

ROC NORTHWEST LIMITED

on being signed by:

.....

in the presence of:

)

)

)

)

)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

LONSDALE MIDLANDS LIMITED

Executed as a deed by

LONSDALE MIDLANDS LIMITED

on being signed by:

.....

in the presence of:

)

)

)

)

)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

DELAM CARE LIMITED

Executed as a deed by

DELAM CARE LIMITED

on being signed by:

.....

in the presence of:

)

)

)

)

)

[Redacted Signature]

Director

Signature of witness:

Name:

Address:

Occupation:

[Redacted Signature]

BRIDGET BEECHY

[Redacted Address and Occupation]

ONE STEP (SUPPORT) LIMITED

Executed as a deed by

ONE STEP (SUPPORT) LIMITED

on being signed by:

.....

in the presence of:

)

)

)

)

)

[Redacted Signature]

Director

Signature of witness:

Name:

Address:

Occupation:

[Redacted Signature]

BRIDGET BEECHY

[Redacted Address and Occupation]

SPARK OF GENIUS (TRAINING) LTD.

Executed as a deed by)

SPARK OF GENIUS (TRAINING) LTD.)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

SPARK OF GENIUS LIMITED

Executed as a deed by)

SPARK OF GENIUS LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

BRANAS ISAF (BYTHNOD & HENDRE LLWYD) LIMITED

Executed as a deed by)

**BRANAS ISAF (BYTHNOD & HENDRE
LLWYD) LIMITED**

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

COMMUNITY SUPPORT PROJECT LIMITED

Executed as a deed by)

**COMMUNITY SUPPORT PROJECT
LIMITED**

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

BRANAS ISAF PERSONAL DEVELOPMENT CENTRE LIMITED

Executed as a deed by)

**BRANAS ISAF PERSONAL
DEVELOPMENT CENTRE LIMITED**

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

BRANAS ISAF (HOLDINGS) LIMITED

Executed as a deed by)

BRANAS ISAF (HOLDINGS) LIMITED

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

BRANAS ISAF (DEWIS CYFARFOD & CYSGOD CYFARFOD) LIMITED

Executed as a deed by)

**BRANAS ISAF (DEWIS CYFARFOD &
CYSGOD CYFARFOD) LIMITED**

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

BRANAS ISAF (LLYN COED) LIMITED

Executed as a deed by)

BRANAS ISAF (LLYN COED) LIMITED

on being signed by:)

.....)

in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGET BEECHY

Address:

[Redacted Address]

Occupation:

CARETECH ESTATES (NO 2) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO 2) LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted]

Director

Signature of witness:

[Redacted]

Name:

BRIDGET BEECHY

Address:

[Redacted]

Occupation:

CARETECH ESTATES (NO.4) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO.4) LIMITED)

on being signed by:)

.....)

in the presence of:)

[Redacted]

Director

Signature of witness:

[Redacted]

Name:

BRIDGET BEECHY

Address:

[Redacted]

Occupation:

CARETECH ESTATES (NO 3) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO 3) LIMITED)

on being signed by:)

.....)

in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

BRIDGET BEECHY

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By:

CARETECH ESTATES (NO 3) LIMITED

Executed as a deed by)

CARETECH ESTATES (NO 3) LIMITED)

on being signed by:)

.....)

Director

in the presence of:)

Signature of witness:


Name:

Address:

Occupation:

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By: 

Brian Tomkowi