



**Registration of a Charge**

Company Name: **BRUCHMEN NO. 4 LIMITED**

Company Number: **07228697**



Received for filing in Electronic Format on the: **12/04/2023**

XC1ANJQY

**Details of Charge**

Date of creation: **05/04/2023**

Charge code: **0722 8697 0009**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **THE FREEHOLD LAND SITUATE IN THE TOWNLAND OF DUNLARG WITH FOLIO NUMBER AR102425, THE FREEHOLD LAND COMPRISING LAND SITUATE IN THE TOWNLAND OF LONGFIELD MORE WITH FOLIO NUMBER LY27048 AND THE FREEHOLD LAND KNOWN AS NIGHTINGALE NURSING HOME, OLD ENGLISH ROAD, DUNGANNON WITH FOLIO NUMBER TY83800 AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 2 OF THE INSTRUMENT. FOR FURTHER DETAILS OF THE LAND CHARGED, REFER TO THE INSTRUMENT.**

**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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7228697

Charge code: 0722 8697 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2023 and created by BRUCHMEN NO. 4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2023 .

Given at Companies House, Cardiff on 15th April 2023

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**

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**Dated:** 5 April 2023

- (1) THE COMPANIES NAMED IN THIS DEED as Chargors
- (2) HSBC UK BANK PLC as Security Agent
- 

**Security Agreement**

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We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*

**Date:** 5 April 2023

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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LAND REGISTRY

FOLIO(S): DN134573  
AN 128963  
AN20843L

COUNTY: DOWN  
ANTRIM  
ANTRIM

REGISTERED OWNER: BRUCHMEN No.2 LIMITED

FOLIO (S): 15505  
AN128441  
AN128442L  
AN38208

COUNTY: ARMAGH  
ANTRIM  
ANTRIM  
ANTRIM

REGISTERED OWNER: BRUCHMEN NO. 3 LIMITED

FOLIO(S): AR102425  
LY27048  
TY83800

COUNTY: ARMAGH  
LONDONDERRY  
TYRONE

REGISTERED OWNER: BRUCHMEN NO. 4 LIMITED

**THIS DEED** is made on 5 April 2023 between:

- (1) **LDC (CARE HOMES) BIDCO LIMITED** registered in England and Wales (company registration number 09703010) whose registered office is at 8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG (the "**Company**");
- (2) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (together with the Company, "**Chargors**"); and
- (3) **HSBC UK BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

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

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

"**Agreement for Lease**" means an agreement to grant an Occupational Lease for all or part of any Real Property.

"**Asset Management Agreement**" means any arrangement, agreement or other document appointing any Asset Manager.

"**Assigned Agreement**" means each document or agreement expressed to be assigned under Clause 3.3 (*Assignment*).

"**Associated Benefits**" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"**Bank Account**" means all current, deposit or other accounts maintained with any bank, financial institution or other person.

**"Book Debts"** means, in relation to any Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, that Chargor and any rights or claims of that Chargor in respect of such debts, revenues and monetary claims.

**"Criminal Damage Claim"** means a claim made by or on behalf of a Chargor or under the Criminal Damage Order in relation to damage caused to the Scheduled Property located in Northern Ireland.

**"Criminal Damage Order"** means the Criminal Damage (Compensation) (Northern Ireland) Order 1977 as amended by the Criminal Damage (Compensation) (Amendment) (Northern Ireland) Order 2009 (or any statutory successor scheme for the compensation of criminal damage to property for time being in force).

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

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

**"Facility Agreement"** means the facility agreement dated on or about the date of this Deed between, amongst others, the Chargors, the Security Agent and the Finance Parties.

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

**"Finance Party"** means the Agent, the Security Agent, the Arranger, a Hedge Counterparty or a Lender.

**"Floating Charge Asset"** means, at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed.

**"Hedging Agreement"** means any master agreement, confirmation, transaction, schedule or other agreement entered into by any Chargor for the purpose of hedging interest payable under the Facility Agreement.

**"Insolvency Event"** means any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Chargor;
- (b) a composition, compromise, assignment or arrangement with any creditor of a Chargor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Chargor or any of its assets; or
- (d) the enforcement of any Security over any assets of a Chargor,

or any analogous procedure or step is taken in any jurisdiction.

**"Insolvency Order"** means the Insolvency (Northern Ireland) Order 1989 (as amended).

**"Insurances"** means all contracts or policies of insurance of whatever nature.

**"Intellectual Property"** means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered and (b) the benefit of any applications and rights to use such assets, in each case throughout the world now and in the future.

**"Investments"** means:

- (a) the Specified Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

**"Lease Document"** means:

- (a) an Agreement for Lease;
- (b) any Occupational Lease for all or part of any Real Property; and
- (c) any other document designated as such by the Agent and the Company,

**"Managing Agent Agreement"** means any arrangement, agreement or other document appointing any Managing Agent.

**"Occupational Lease"** means any lease or licence or other right of occupation or right to receive rent to which any Real Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

**"Real Property"** means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, quasi easements, appurtenances, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

**"Rental Income"** means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Real Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of a Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Real Property and any fixture and fitting on that Real Property including any fixture or fitting on that Real Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document;



- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any tenant under any Lease Document;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by a Chargor.

**"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 Transaction Obligor to any Secured Party under each Finance Document.

**"Secured Party"** means a Finance Party, a Receiver or any Delegate.

**"Secured Property"** means the assets of each Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

**"Specified IPR"** means the Intellectual Property rights specified in Part VI of Schedule 1 (*Details of Secured Property*).

**"Specified Shares"** means any shares specified in Part II of Schedule 1 (*Details of Secured Property*).

**"Subordinated Debt"** 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 any Chargor to each other Transaction Obligor, whether under a Subordinated Debt Document or otherwise.

**"Subordinated Debt Document"** means any document, agreement or instrument evidencing or recording any Subordinated Debt or its terms.

**"Supplemental Mortgage"** means a supplemental legal mortgage in substantially the form set out in Schedule 4 (*Form of Supplemental Mortgage*) entered into after the date of this Deed between any Chargor and the Security Agent in accordance with Clause 7.7 (*Acquisitions*).

## 1.2 Construction

1.2.1 Unless a contrary indication appears, in this Deed:

- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Deed;
- 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement (with the exception of clause 1.2(d)) apply to this Deed as if set out in full in this Deed, except that references to the Facility Agreement shall be construed as references to this Deed; and
- 1.2.1.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

- 1.2.2.1 an "**account**" is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;
- 1.2.2.2 any "**asset**" includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.2.3 any "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- 1.2.2.4 a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time;
- 1.2.2.5 a "**tenant**" of any property includes any sub-tenant, licensee or other user or occupier of that property; and
- 1.2.3 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.
- 1.2.4 References to any Security "**created by this Deed**" or "**created by this Supplemental Mortgage**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or, as applicable, any Supplemental Mortgage.

### 1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Article 8 of the Law Reform (Miscellaneous Provisions) (Northern Ireland) Order 2005 shall be construed as a reference to this Deed.

### 1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Subject to Clause 37.3 (*Other Exceptions*) of the Facility Agreement, notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- 1.4.3 Any Receiver, Delegate or any person described in clause 27.11.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

## 2. **COVENANT TO PAY**

Each Chargor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

### 3. GRANT OF SECURITY

#### 3.1 Mortgage

Each Chargor for good valuable consideration and as continuing security for the payment, discharge and performance of the Secured Liabilities and as legal and beneficial owner (and where applicable as registered owner or, as the case may be, the person entitled to be registered as owner):

- 3.1.1 **HEREBY GRANTS, CONVEYS, TRANSFERS AND DEMISES** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Real Property is of freehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Real Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Real Property (if any) as at the date of this Deed **TO HOLD** the same unto the Security Agent in fee simple subject to the proviso for redemption contained in this Deed;
- 3.1.2 **HEREBY DEMISES** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Real Property is of leasehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Real Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Real Property (if any) as at the date of this Deed **TO HOLD** the same unto the Security Agent for the residue of the respective terms of years for which it now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Deed; and
- 3.1.3 As registered owner or as the person entitled to be registered as owner **HEREBY CHARGES** unto the Security Agent all Real Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Real Property (if any) as at the date of this Deed, the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registry Act (Northern Ireland) 1970 and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property.

#### 3.2 Fixed charges

Each Chargor, as beneficial owner, charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not effectively otherwise mortgaged or charged under this Deed;
- 3.2.4 all its Specified Shares;
- 3.2.5 all its Investments (other than its Specified Shares charged under Clause 3.2.4);
- 3.2.6 all its Bank Accounts maintained with a Secured Party, including any listed in Part III of Schedule 1 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account;

- 3.2.7 all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Book Debts including Rental Income, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all of its rights under any collateral warranty given by any trade or building contractor or sub contractor, any consultant, or any other professional in favour of that Chargor, or of which that Chargor has the benefit in relation to any Real Property;
- 3.2.11 all its Intellectual Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.12 all its Subordinated Debt, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.13 all its Assigned Agreements, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.14 all Associated Benefits relating to its Secured Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*).

### 3.3 **Assignment**

Each Chargor for good valuable consideration and as continuing security for the payment, discharge and performance of the Secured Liabilities and as legal and beneficial owner hereby assigns and agrees to assign absolutely to the Security Agent by way of security:

- 3.3.1 all its Insurances, including any listed in Part V of Schedule 2 (*Details of Secured Property*);
- 3.3.2 all its Lease Documents;
- 3.3.3 all its Rental Income;
- 3.3.4 all its Hedging Agreements, including any listed in Part IV of Schedule 2 (*Details of Secured Property*);
- 3.3.5 all its Asset Management Agreements, including any listed in Part IV of Schedule 2 (*Details of Secured Property*);
- 3.3.6 any Managing Agent Agreements;
- 3.3.7 all its Subordinated Debt;
- 3.3.8 all its Subordinated Debt Documents, including any listed in Part IV of Schedule 2 (*Details of Secured Property*);
- 3.3.9 any agreement for the sale of any of its Secured Property;
- 3.3.10 all of its Bank Accounts maintained with any bank, financial institution or other person (other than any Secured Party) including any listed in Part III of Schedule 2 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account;
- 3.3.11 any other agreement to which it is a party;

- 3.3.12 any agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act;
- 3.3.13 all of each Chargor's present and future rights, title and interest in and to any Criminal Damage Claim and the proceeds thereof; and
- 3.3.14 any Specified IPR,

in each case, together with all Associated Benefits relating to such Secured Property.

#### 3.4 **Attorns Tenant**

Each Chargor hereby attorns tenant to the Security Agent of any part of the Real Property mortgaged or charged by clauses 3.1.1 and 3.1.2 at the yearly rent of £1 (if demanded) provided always that the Security Agent may at any time without notice to each of the Chargors determine the tenancy hereby created and enter upon such Real Property but so that neither the receipt of the said rent nor the said tenancy shall render the Lender liable to account to any person as mortgagee in possession.

#### 3.5 **Leasehold Lands**

Each Chargor **HEREBY DECLARES** that in respect of all or any leasehold lands, hereditaments and premises referred to in clauses 3.1 and 3.2 they will stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held **IN TRUST** for the Security Agent (subject to any equity of redemption subsisting under this Deed) and will dispose of the same as the Security Agent may reasonably direct and **HEREBY AUTHORISE** the Security Agent to appoint a new trustee or trustees of such reversion or respective reversions in place of each of the Chargors or any trustee or trustees appointed under this power as if it, he, she or they were incapable of acting in the trusts hereby declared and the Chargors **HEREBY IRREVOCABLY APPOINT** the Security Agent the attorney of the Chargors to assign the said reversion or respective reversions in the name of the Chargor and on its behalf to the Security Agent or as it may direct subject to such equity of redemption (if any), as may for the time being be subsisting and to execute and do all deeds, documents and acts reasonably necessary or proper for that purpose.

#### 3.6 **Floating charge**

- 3.6.1 Each Chargor for good valuable consideration and as continuing security for the payment, discharge and performance of the Secured Liabilities and as legal and beneficial owner (and where applicable as registered owner or, as the case may be, the person entitled to be registered as owner) hereby by way of floating charge charges in favour of the Security Agent all its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).
- 3.6.2 Paragraph 15 of Schedule B1 of the Insolvency Order applies to any Security created by this Deed.

#### 3.7 **General**

All Security created by this Deed:

- 3.7.1 is created in favour of the Security Agent, as security trustee for the Secured Parties; and
- 3.7.2 unless specifically stated otherwise, is created over the present and future assets of each Chargor to the extent of its rights, title and interest in, under and to such assets at any time;
- 3.7.3 is made as legal and beneficial owner.

### 3.8 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

- 3.8.1 regardless of the date on which any of the Secured Liabilities were incurred;
- 3.8.2 notwithstanding any intermediate payment or discharge; and
- 3.8.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

### 3.9 Additional security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any of the Secured Property will merge with the Security created by this Deed.

### 3.10 Validity of details of Secured Property

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

## 4. CONSENTS

- 4.1 Each Chargor represents to the Security Agent on the date of this Deed that each of the assets, documents and agreements that such Chargor purports to assign under Clause 3.3 (*Assignment*) are capable of being freely assigned by that Chargor without the consent of any other person.

- 4.2 Subject to Clause 4.3 below, each Chargor shall ensure that any document and agreement it enters into after the date of this Deed is capable of being freely assigned by it without the consent of any other person.

- 4.3 Notwithstanding Clause 4.2 above, if the right, title or interest of any Chargor in, under any document or agreement entered into after the date of this Deed cannot be charged or assigned without the consent of any person:

- 4.3.1 that Chargor shall promptly notify the Security Agent of that fact;
- 4.3.2 this Deed will secure all amounts which that Chargor may receive, or has received, under that agreement but exclude the agreement itself; and
- 4.3.3 that Chargor shall:
  - 4.3.3.1 on the date of the relevant agreement, apply to the relevant person for the required consent;
  - 4.3.3.2 use all reasonable endeavours to obtain the consent of the relevant person and keep the Security Agent informed of progress of its negotiations with that person;
  - 4.3.3.3 promptly notify the Security Agent upon such consent being granted or refused; and
  - 4.3.3.4 upon receipt of the relevant consent, execute such documents and take such action as the Security Agent may require in order to charge or assign its interests under that agreement in a manner satisfactory to the Security Agent.

## **5. CONVERSION OF FLOATING CHARGE**

### **5.1 Conversion by notice**

The Security Agent may, by notice to a Chargor, crystallise and convert the floating charge created by that Chargor under this Deed into a fixed charge over any or all of that Chargor's Floating Charge Assets if:

- 5.1.1 an Event of Default occurs which is continuing;
- 5.1.2 the Security Agent becomes aware of any intention or proposal to appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of that Chargor or any of its assets; or
- 5.1.3 the Security Agent considers that any Floating Charge Asset is in danger of being seized or sold under any legal process, or such assets are otherwise in jeopardy.

### **5.2 Automatic conversion**

5.2.1 A floating charge created by any Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:

- 5.2.1.1 any Insolvency Event occurs in respect of that Chargor; or
- 5.2.1.2 that Chargor creates or purports to create any Security or Quasi-Security (other than any Security permitted under the Facility Agreement) over any Floating Charge Asset in breach of any of the Finance Documents.

5.2.2 Subject to Clause 5.2.3, no floating charge created under this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under Part 1A of the Insolvency Order (or anything being done with a view to obtaining a moratorium).

5.2.3 Clause 5.2.2 does not apply to a floating charge referred to in Section 13HC of Part 1A of the Insolvency Order.

## **6. REPRESENTATIONS**

Each Chargor makes the representations and warranties set out in this Clause 6 to each Secured Party on the date of this Deed.

### **6.1 Title to Secured Property**

It is the sole legal and beneficial owner of, and has good and marketable title to, its Secured Property, in each case, free from Security (other than those created by or pursuant to the Security Documents) and restrictions and onerous covenants (other than those set out in the Property Report in relation to that Real Property).

### **6.2 Repetition**

Each of the representations and warranties set out in this Clause 6 are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date, on the first day of each Interest Period and on each date on which monies are requested by that Chargor to be withdrawn from the Cash Trap/Cure Account in accordance with the Facility Agreement.

## **7. UNDERTAKINGS**

The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

### **7.1 Negative pledge**

7.1.1 No Chargor may create or permit to subsist any Security over any of its assets.

7.1.2 No Chargor may:

7.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by that Chargor or another Transaction Obligor;

7.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;

7.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

7.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

7.1.3 Clauses 7.1.1 and 7.1.2 shall not apply to any Security or arrangement permitted under the Facility Agreement.

### **7.2 Disposals**

No Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Property, other than as permitted under the Facility Agreement.

### **7.3 Secured Property**

To the extent not already held by the Security Agent, each Chargor shall:

7.3.1 on the date of this Deed (in the case of its Secured Property existing on the date of this Deed), on the date of acquisition or receipt by it of any Secured Property (in the case of any Secured Property acquired or received by it after the date of this Deed) and, at any other time, promptly upon request by the Security Agent, deposit with the Security Agent:

7.3.1.1 all documents of title or other evidence of ownership relating to its Secured Property;

7.3.1.2 transfers of its Investments, each executed in blank; and

7.3.1.3 such deeds, certificates and documents relating to its Secured Property as the Security Agent may reasonably request;

7.3.2 promptly upon request by the Security Agent affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Agent may require, a clearly legible identification plate stating that the asset has been charged to the Security Agent, in a form acceptable to the Security Agent; and



- 7.3.3 promptly supply to the Security Agent such further information regarding its Secured Property as the Security Agent may reasonably request.

#### 7.4 Notice of charge or assignment

Each Chargor shall serve notice of each charge or assignment created by this Deed in respect of:

- 7.4.1 each of its Insurances, by sending a notice substantially in the form of Part I of Schedule 3 (*Notices*) to the relevant insurance company or underwriter within 3 Business Days of the date of this Deed (in the case of any Insurances existing on the date of this Deed) and within 3 Business Days of the date of entry into of any other Insurances (in the case of any Insurances entered into after the date of this Deed);
- 7.4.2 each of its Lease Documents, by sending a notice substantially in the form of Part II of Schedule 3 (*Notices*) to the relevant tenant within 3 Business Days of the date of this Deed (in the case of any Lease Document existing on the date of this Deed) and within 3 Business Days of the date of entry into of any other Lease Document (in the case of any Lease Document entered into after the date of this Deed);
- 7.4.3 all of its Subordinated Debt and each of its Subordinated Debt Documents, by sending a notice substantially in the form of Part III of Schedule 3 (*Notices*) to each counterparty to that Subordinated Debt or Subordinated Debt Document (as applicable) within 3 Business Days of date of this Deed in the case of any Subordinated Debt or Subordinated Debt Document existing on the date of this Deed and, otherwise, within 3 Business Days of the date of providing (or agreeing to provide) any Subordinated Debt or entering into any Subordinated Debt Document;
- 7.4.4 each of its Assigned Agreements other than any Insurances, any Lease Documents or any Subordinated Debt Document (a "**Relevant Assigned Agreement**"), by sending a notice substantially in the form of Part IV of Schedule 3 (*Notices*) to each counterparty to that Relevant Assigned Agreement within 3 Business Days of the date of this Deed (in the case of any Relevant Assigned Agreement existing on the date of this Deed) and within 3 Business Days of the date of entry into of any other Relevant Assigned Agreement (in the case of any Relevant Assigned Agreement entered into after the date of this Deed); and
- 7.4.5 each of its accounts charged under Clause 3.2.6 by sending a notice substantially in the form of:
- 7.4.5.1 Part V of Schedule 3 (*Notices*) in the case of any account in respect of which the Security Agent has sole signing rights; and
- 7.4.5.2 Part VI of Schedule 3 (*Notices*) in the case of any account in respect of which the Security Agent does not have sole signing rights; and

to the person with whom that account is held, in each case, within 3 Business Days of the date of this Deed (in the case of any account existing on the date of this Deed) and within 3 Business Days of the date of opening of any other account (in the case of any account opened after the date of this Deed).

#### 7.5 Acknowledgment of charge or assignment

Each Chargor shall use reasonable endeavours to procure that each notice served by it under Clause 7.4 (*Notice of charge or assignment*) is acknowledged by the recipient in the form attached to such notice and take such action as the Security Agent may require to

ensure that the account mandate for each Bank Account is altered in such way as the Security Agent may direct.

#### 7.6 **Real Property Inhibition**

Each Chargor shall ensure that an inhibition in the following terms to the Registrar of Titles at the Land Registry of Northern Ireland:

"Except under an order of the Registrar, no disposition of the registered land by the registered owner of the registered land or the owner of any registered charge not being a charge registered before the entry of this inhibition is to be registered or noted without a written consent signed by the owner for the time being of the charge dated [DATE OF SECURITY AGREEMENT] in favour of [SECURITY AGENT]"

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. Each Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

#### 7.7 **Acquisitions**

If, after the date of this Deed, any Chargor acquires any Real Property, it shall:

7.7.1 on the date of that acquisition and at the cost of that Chargor, deliver to the Security Agent:

7.7.1.1 a Supplemental Mortgage, duly executed by that Chargor; and

7.7.1.2 such other documentation as the Security Agent may require, in such form as the Security Agent may require;

7.7.2 if the grant of that Supplemental Mortgage requires the consent of any person with an interest in the relevant Real Property, procure that such consent is granted prior to the execution of that Supplemental Mortgage; and

7.7.3 without prejudice to Clause 7.12 (*Further assurance*), take such other steps as the Security Agent may reasonably require to create and/or perfect the Security over such Real Property.

#### 7.8 **Investments**

7.8.1 No Chargor may:

7.8.1.1 take or permit the taking of any action which may adversely affect the value of any of its Investments, prejudice the interests of any Secured Party under any Finance Document or result in the rights attaching to any of its Investments being altered or diluted; or

7.8.1.2 except where the Security Agent so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.

7.8.2 Subject to Clause 7.8.1 and provided that no Event of Default is continuing, a Chargor may:

7.8.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and

7.8.2.2 exercise all voting and other rights attaching to its Investments,

provided that it does so for a purpose not inconsistent with any Finance Document.

7.8.3 While any Event of Default is continuing, each Chargor shall:

7.8.3.1 hold any dividends or other income received in respect of the Investments on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct; and

7.8.3.2 exercise all voting and other rights attaching to the Investments as the Security Agent may direct.

## 7.9 **Bank Accounts**

Each Chargor shall operate each Bank Account in accordance with the Facility Agreement and the terms provided in the notice referred to in Clause 7.4 (*Notice of charge or assignment*).

## 7.10 **Book Debts**

Each Chargor shall:

7.10.1 promptly collect each Book Debt when due for payment;

7.10.2 promptly take and pursue all action necessary to recover any Book Debts which is not paid when due in accordance, if applicable, with any instructions from the Security Agent;

7.10.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of the Security Agent; and

7.10.4 immediately upon receipt, pay all amounts received in respect of any Book Debts in accordance with the terms of the Facility Agreement and, pending such payment, hold such amounts on trust for the Security Agent.

## 7.11 **Assigned Agreements**

7.11.1 Each Chargor shall:

7.11.1.1 as soon as reasonably practicable, but in any event within 5 Business Days of entry into an Assigned Agreement, deliver to the Security Agent a certified copy of such Assigned Agreement;

7.11.1.2 perform its obligations and exercise its rights (including ensuring the due performance of the obligations of the relevant counterparties) under each Assigned Agreement in a diligent and timely manner; and

7.11.1.3 not make or agree to make any amendments or modifications to, nor waive any of its rights under, nor exercise any right to terminate any Assigned Agreement, except, in each case, as permitted under the Facility Agreement.

7.11.2 Subject to Clause 7.11.1 and provided that no Event of Default is continuing, a Chargor may exercise its rights under each Assigned Agreement without further reference to the Security Agent, unless such exercise may result in an Event of Default, adversely affect the value of the Secured Property or prejudice the interests of any Secured Party under any Finance Document.

- 7.11.3 While any Event of Default is continuing, each Chargor shall exercise its rights under each Assigned Agreement in accordance with the instructions of the Security Agent.

**7.12 Further assurance**

Each Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Agent may reasonably require:

- 7.12.1 to create, perfect, protect and (if necessary) maintain the Security created by this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;
- 7.12.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than Northern Ireland equivalent or similar to the Security created by this Deed; and/or
- 7.12.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

**7.13 Power to remedy**

If any Chargor fails to comply with any of its obligations under this Deed, the Security Agent (or its nominee) may (at that Chargor's expense) take such action as is necessary to protect any assets against the consequences of that Chargor's non-compliance and/or to ensure compliance with such obligations. The Security Agent is not obliged to perform any obligation of any Chargor nor to take any action which it may be entitled to take under this Deed.

**7.14 Power of attorney**

- 7.14.1 As security for the performance of its obligations under this Deed, each Chargor irrevocably and severally appoints the Security Agent, each Receiver and each Delegate to be its attorney, with full power of substitution to:
- 7.14.1.1 prior to the occurrence of an Event of Default which is continuing, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under any Finance Document to which it is a party but has failed to do; and
- 7.14.1.2 on or after the occurrence of an Event of Default which is continuing, in the name of the relevant Chargor and on its behalf and at its expense, do anything which that Chargor is obliged to do under the any Finance Document to which it is a party, which the Security Agent, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property.
- 7.14.2 Each Chargor ratifies and confirms anything done by any attorney under this Clause 7.14. Each Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

**7.15 Criminal Damage Claims**

Each Chargor shall:

- 7.15.1 notify the Security Agent in writing as soon as practicable after becoming aware of any event or circumstance which will or is likely to give rise to a Criminal Damage Claim specifying in reasonable detail the nature of the event or circumstance which will or is likely to give rise to the claim and the extent of the damage to the Real Property located in Northern Ireland;
- 7.15.2 institute a claim under the Criminal Damage Order and take all steps required to obtain payment of the maximum amount of compensation possible under the Criminal Damage Order;
- 7.15.3 pay all monies received in relation to or arising out of any Criminal Damage Claim to the Lender hold or procure that such monies shall be held on trust for the Security Agent to be applied in accordance with the terms of the Facility Agreement; and
- 7.15.4 should the Criminal Damage Order ever be repealed in Northern Ireland, ensure that the Real Property is properly insured with the appropriate terrorism insurance, but only to the extent that such insurance cover is commercially available without onerous terms (including, but without limitation, the payment of any unreasonable premium) and that the insurance obligation validly falls to it, and notify the Security Agent immediately upon having put such insurance in place.

## **8. RIGHTS OF ENFORCEMENT**

### **8.1 Secured Liabilities deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Liabilities are due and payable on the date of this Deed.

### **8.2 When Security enforceable**

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

### **8.3 Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by a Chargor, the Security Agent may, without further notice:

- 8.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;
- 8.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Property provided that the Security Agent shall not be entitled to appoint a Receiver solely as a result of a moratorium being obtained, or anything being done with a view to obtaining a moratorium, under Part 1A of the Insolvency Order, except to the extent that (i) the appointment is in respect of assets charged by a floating charge referred to in section 13HC(4) of the Insolvency Order; or (ii) permission of the court has been obtained in accordance with section 13DC(b)(iii) of the Insolvency Order;
- 8.3.3 appoint an administrator of any Chargor;
- 8.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the 1881 Act, the 1911 Act, the Insolvency Order, any other legislation or regulation or under this Deed; and/or
- 8.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

#### 8.4 **Rights in relation to a Receiver**

The Security Agent may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the relevant Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Agent may fix the remuneration of a Receiver which will be payable by the relevant Chargor and form part of the Secured Liabilities.

#### 8.5 **Redemption of prior Security**

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

8.5.1 the Security created by this Deed becomes enforceable; and/or

8.5.2 the holder of such other Security takes any steps to enforce that Security,

the Security Agent or any Receiver may, at its sole discretion and at the cost and expense of the relevant Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Security Agent or a Receiver under this Clause will form part of the Secured Liabilities.

#### 8.6 **Appropriation of payments**

Any appropriation by the Security Agent or a Receiver under this Deed will override any appropriation by any Chargor.

#### 8.7 **Financial collateral**

8.7.1 To the extent that any of the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**")), the Security Agent will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

8.7.2 Where any financial collateral is appropriated, its value shall be:

8.7.2.1 in the case of cash, its face value at the time of the appropriation;

8.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

8.7.2.3 in any other case, the amount reasonably determined by the Security Agent by such process as it may select, including independent valuation,

and each Chargor agrees that the method of valuation provided for in this Clause 8.7.2 is commercially reasonable for the purposes of the FC Regulations.

#### 8.8 **Demands**

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

## **9. POWERS OF A RECEIVER**

### **9.1 General powers**

Any Receiver will have:

- 9.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the 1881 Act and the 1911 Act;
- 9.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Order; and
- 9.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

### **9.2 Specific powers**

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 9.2.1 the power to do or omit to do anything which the relevant Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;
- 9.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 9.2.3 the power to use the relevant Chargor's name for all the above purposes.

### **9.3 Variation of statutory powers**

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 9.3.1 the restrictions on the power to grant or accept the surrender of leases in section 18 of the 1881 Act or section 3 of the 1911 Act;
- 9.3.2 the conditions to the exercise of a power of sale in section 19 of the 1881 Act and supplemented by section 4 of the 1911 Act free from restrictions contained in sections 17 and 20 of the 1881 Act;
- 9.3.3 the restrictions on the application of proceeds by a mortgagee or receiver in section 24(8) of the 1881 Act; and
- 9.3.4 the restrictions on the appointment of a receiver in section 24(1) of the 1881 Act and the provisions regarding a receiver's remuneration in Sub-section 24(6) of the 1881 Act.

## **10. APPLICATION OF PROCEEDS**

### **10.1 Order of priority**

All amounts received by any Secured Party in connection with the enforcement of the Security created by this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Facility Agreement.

## 10.2 **New accounts**

If at any time:

- 10.2.1 any of a Chargor's obligations cease to be continuing obligations for any reason; or
- 10.2.2 a Secured Party receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

each Secured Party may open a new account with the relevant Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when the relevant Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of that Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

## 10.3 **Release of Secured Property**

If the Security Agent is satisfied that all the Secured Liabilities have, subject to Clauses 13.1 (*Reinstatement*) and 13.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Security Agent will, at the request and cost of the relevant Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security and procure the reassignment to the relevant Chargor of the property and assets assigned to the Security Agent pursuant to this Deed.

## 11. **PROTECTION OF THIRD PARTIES**

11.1 No buyer from, or other person dealing with any Secured Party, will be concerned to enquire whether:

- 11.1.1 any money remains due under the Finance Documents;
- 11.1.2 any power which that Secured Party is purporting to exercise has arisen or become exercisable; or
- 11.1.3 that Secured Party is validly appointed and acting within its powers in accordance with this Deed.

11.2 The receipt of any Secured Party will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

## 12. **PROTECTION OF SECURITY AGENT**

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

No Secured Party will be liable to account to any Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

### 12.2 **Further Advances**

For the purposes of section 43(1) of the Land Registration Act (Northern Ireland) 1970, the Security Agent confirms on behalf of each Lender, that each Lender shall perform its obligations under the Facility Agreement (including any obligation to make available further advances).



### **12.3 Discretion of the Secured Parties**

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and no Chargor has any right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

## **13. SAVING PROVISIONS**

### **13.1 Reinstatement**

If, at any time, there has been a release, settlement or discharge of any Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

13.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or

13.1.2 any Security (or other right) held by the Secured Parties in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the relevant Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Agent will be entitled to recover from such Chargor the value which the Security Agent has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

### **13.2 Avoidable payments**

If the Security Agent, acting reasonably, considers that any amount paid by or on behalf of a Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

### **13.3 Waiver of defences**

The obligations of each Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or any Secured Party) including:

13.3.1 any time, waiver or consent granted to, or composition with, any Chargor, Transaction Obligor or other person;

13.3.2 the release of any other Chargor, Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor;

13.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor, Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- 13.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor, Transaction Obligor or any other person;
- 13.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 13.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 13.3.7 any insolvency or similar proceedings.

#### 13.4 **Chargor Intent**

Without prejudice to the generality of Clause 13.3 (*Waiver of defences*), each Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

#### 13.5 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

#### 13.6 **Appropriations**

Until all amounts which may be or become payable by the Transaction Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 13.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- 13.6.2 hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

#### 13.7 **Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Transaction Obligors or the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Finance Documents:

- 13.7.1 to be indemnified by a Transaction Obligor;

- 13.7.2 to claim any contribution from any guarantor of any Transaction Obligor's obligations under the Finance Documents;
- 13.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 13.7.4 to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which the Transaction Obligor has given a guarantee, undertaking or indemnity;
- 13.7.5 to exercise any right of set-off against any Transaction Obligor; and/or
- 13.7.6 to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Transaction Obligors or the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 10.1 (*Order of priority*).

#### 14. **CHANGES TO THE PARTIES**

##### 14.1 **No assignment by Chargors**

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

##### 14.2 **Assignment by Security Agent**

The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Facility Agreement.

#### 15. **COUNTERPARTS**

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

#### 16. **GOVERNING LAW**

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

#### 17. **JURISDICTION**

- 17.1 The courts of Northern Ireland 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) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 17.2 The parties to this Deed agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.
- 17.3 This Clause 17 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

## SCHEDULE 1

### The Chargors

Name of Chargor	Company number	Registered office	Jurisdiction of incorporation
LDC (Care Homes) Bidco Limited	09703010	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 1 Limited	07228626	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 2 Limited	07228662	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 3 Limited	07228658	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 4 Limited	07228697	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 5 Limited	07228696	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales
Bruchmen No. 6 Limited	07228740	8th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	England and Wales

## SCHEDULE 2

### Details of Secured Property

#### Part I Real Property

Name of Chargor	Address/description of the Real Property	Folio number	County
Bruchmen No.2 Limited Company No.07228662	<b>Ardmaine</b> The freehold land known as Ardmaine Nursing Home, Fullerton Road, Newry	DN134573	Down
Bruchmen No.2 Limited Company No.07228662	<b>Castle Lodge/Rosemary Lodge</b> The freehold land comprising a plot of ground known as 7-9 Fennel Road, Antrim	AN128963	Antrim
Bruchmen No.2 Limited Company No.07228662	<b>Castle lodge/Rosemary Lodge</b> The leasehold land comprising a plot of ground on the north side of Fennel Road, Antrim	AN20843L	Antrim
Bruchmen No. 3 Limited	<b>Chestnut Lodge</b> The freehold land in the Townland of Carrickaness in the Barony of Trianny with an area measuring 33 acres, 3 roods and 30 perches	15505	Armagh
Bruchmen No. 3 Limited	<b>Pond Park</b> The freehold land known as Pond Park Nursing Home, 2 Deriagh Road, Lisburn	AN128441	Antrim
Bruchmen No. 3 Limited	<b>Pond Park</b> The leasehold land known as Pond Park Nursing Home, 2 Derriagh Road, Lisburn	AN128442L	Antrim
Bruchmen No. 3 Limited	<b>Rosevale Lodge</b> The freehold land known as Rosevale Lodge Nursing Home, 173 Moira Road, Lisburn, County Antrim	AN38208	Antrim
Bruchmen No.4 Limited	<b>Dunlarg</b> The freehold land situate in the Townland of Dunlarg	AR102425	Armagh
Bruchmen No.4 Limited	<b>Longfield</b> The freehold land comprising land situate in the Townland of Longfield More	LY27048	Londonderry
Bruchmen No.4	<b>Nightingale</b>	TY83800	Tyrone

Limited	The freehold land known as Nightingale Nursing Home, Old English Road, Dungannon		
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**Part II  
Specified Shares**

None at the date of this Deed.

**Part III  
Bank Accounts**

None at the date of this Deed.

#### **Part IV**

##### **Assigned Agreements**

None at the date of this Deed.

#### **Part V Insurances**

None at the date of this Deed.



## SCHEDULE 3

### Notices

#### Part I Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs,

#### Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the "**Policy**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. We may not agree to amend or terminate the Policy without the prior written consent of the Security Agent.
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Agent.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
  - 5.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Agent may from time to time request;
  - 5.2 to make all payments under or in connection with the Policy as directed by the Security Agent; and
  - 5.3 to give at least 30 days' notice to the Security Agent if you propose to:
    - 5.3.1 repudiate, rescind or cancel the Policy;
    - 5.3.2 treat the Policy as avoided in whole or in part;
    - 5.3.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period); or
    - 5.3.4 otherwise decline any claim under the Policy by or on behalf of any insured party.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.

8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
**[CHARGOR]**

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of Security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....  
For and on behalf of  
**[INSURANCE COMPANY / UNDERWRITER]**

**Part II**  
**Form of notice relating to Lease Documents**

To: [NAME AND ADDRESS OF TENANT / LICENSEE / OCCUPIER]

Dated: [DATE]

Dear Sirs,

**Notice of Security**

1. We refer to [LEASE DOCUMENT] between you and us dated [DATE] (the "**Lease**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to the Lease, including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant.
3. Other than where legally obliged to do so under the terms of the Lease or pursuant to applicable law where we have no discretion as to the terms of the Lease or the consent, we may not without the prior consent of the Security Agent:
  - 3.1 agree to any amendment, variation, supplement, extension, waiver, surrender or release in respect of the Lease;
  - 3.2 exercise any right to break, determine or extend the Lease;
  - 3.3 commence any forfeiture or irritancy proceedings in respect of the Lease;
  - 3.4 consent to any sublease or assignment of your interest under the Lease;
  - 3.5 agree to any change of use under, or rent review (other than an upward only rent review) in respect of, the Lease (except where required to do so under the terms of the Lease); or
  - 3.6 assign any of our rights or transfer any of our rights or obligations under the Lease,
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Lease. After you receive such notice, we will cease to have any right to deal with you in relation to the Lease and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind under the Lease and assumes no liability in the event of any failure by us to perform our obligations under the Lease.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
  - 5.1 to disclose such information relating to the Lease and to give such acknowledgements and undertakings and agreements relating to the Lease as the Security Agent may from time to time request; and
  - 5.2 to pay all amounts under or in connection with the Lease to the account [in our name] with [ACCOUNT BANK] (account number [ ] and sort code [ ]), unless otherwise directed by the Security Agent.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.

8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
**[CHARGOR]**

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of Security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Lease;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Lease.

Yours faithfully,

.....  
For and on behalf of  
**[TENANT / LICENSEE / OCCUPIER]**

**Part III**  
**Form of notice relating to Subordinated Debt and Subordinated Debt Documents**

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

**Notice of Security**

1. We refer to:
  - 1.1 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 Transaction Obligor/the Borrower] to us (the "**Subordinated Debt**"); and
  - 1.2 any document, agreement or instrument evidencing or recording any Subordinated Debt or its terms[, including [INSERT DETAILS OF ANY SUBORDINATED DEBT DOCUMENTS IN EXISTENCE AS AT THE DATE OF THIS NOTICE]] (the "**Subordinated Debt Documents**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**"), all of our present and future rights, title and interest in, under and to the Subordinated Debt and the Subordinated Debt Documents.
3. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Subordinated Debt and the Subordinated Debt Documents. After you receive such notice, we will cease to have any right to deal with you in relation to the Subordinated Debt and the Subordinated Debt Documents and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations in relation to the Subordinated Debt and the Subordinated Debt Documents and the Security Agent is under no obligation of any kind in relation to the Subordinated Debt or the Subordinated Debt Documents and assumes no liability in the event of any failure by us to perform our obligations in relation to the Subordinated Debt or the Subordinated Debt Documents.
4. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you to disclose such information relating to the Subordinated Debt and the Subordinated Debt Documents and to give such acknowledgements and undertakings relating to the Subordinated Debt and the Subordinated Debt Documents as the Security Agent may from time to time request.
5. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
6. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.
7. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
**[CHARGOR]**

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Subordinated Debt or the Subordinated Debt Documents; and
2. will comply with the terms of the notice.

Yours faithfully,

.....  
For and on behalf of  
**[COUNTERPARTY]**

**Part IV**  
**Form of notice relating to Assigned Agreements**  
**(other than Insurances Lease Documents and Subordinated Debt Documents)**

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

**Notice of Security**

1. We refer to [AGREEMENT] between you and us dated [DATE] (the "**Agreement**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not without the prior consent of the Security Agent:
  - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
  - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
  - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement,in each case, except with the consent of the Security Agent.
4. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Agreement and the Security Agent is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
  - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as the Security Agent may from time to time request; and
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....



For and on behalf of  
**[CHARGOR]**

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....  
For and on behalf of  
**[COUNTERPARTY]**

**Part V**  
**Form of notice relating to Bank Accounts**  
**(Security Agent has sole signing rights)**

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the "**Account Bank**")

Dated: [DATE]

Dear Sirs,

**Notice of Security**

1. We give you notice that, under a security agreement dated [DATE], we have charged to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts:

Name or designation of Account	Account number	Name of institution and branch at which Account held
--------------------------------	----------------	--

2. We may not withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Security Agent.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
- 3.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent;
- 3.2 to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.3 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
[CHARGOR]

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of Security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....  
For and on behalf of  
**[ACCOUNT HOLDING INSTITUTION]**

**Part VI**  
**Form of notice relating to Bank Accounts**  
**(Security Agent does not have sole signing rights)**

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the "**Account Bank**")

Dated: [DATE]

Dear Sirs,

**Notice of Security**

1. We give you notice that, under a security agreement dated [DATE], we have [charged]/[assigned by way of security] to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to each account listed below (each an "**Account**"), including all monies (including interest) at any time standing to the credit of such accounts.

Name or designation of Account	Account number	Name of institution and branch at which Account held
--------------------------------	----------------	--

2. We may continue to operate each Account unless and until the Security Agent notifies you in writing to the contrary. With effect from the date of such notification, we may not withdraw any further monies from any Account without the prior written consent of the Security Agent to each withdrawal.
3. We irrevocably and unconditionally authorise and instruct you:
- 3.1 with effect from the notification described in paragraph 2 above, to disclose to the Security Agent such information relating to us and each Account as the Security Agent may from time to time request, including granting the Security Agent access to our online account details and providing copies of all statements, in electronic or paper form; and
- 3.2 with effect from the date of the notification described in paragraph 2 above:
- 3.2.1 to hold all monies from time to time standing to the credit of each Account to the order of the Security Agent and accordingly to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent; and
- 3.2.2 to accept any instructions from the Security Agent to change the signatories on the relevant account mandates to persons specified by the Security Agent.
4. This notice and the authority and instructions it contains may only be revoked or amended with the prior written consent of the Security Agent.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....  
For and on behalf of  
[CHARGOR]

**[To be included on copy notice:]**

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

**Acknowledgement of Notice of Security**

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....  
For and on behalf of  
**[ACCOUNT HOLDING INSTITUTION]**

## SCHEDULE 4

### Form of Supplemental Mortgage

This Supplemental Mortgage is made on [DATE] between:

- (1) [CHARGOR] (the "Company"); and
- (2) [SECURITY AGENT] as security trustee for the Secured Parties (the "Security Agent").

#### 1. INTERPRETATION

##### 1.1 Definitions

In this Supplemental Mortgage:

"**Facility Agreement**" means a facility agreement dated [DATE] between, amongst others, the Chargor, the Security Agent and the Finance Parties.

"**Mortgaged Property**" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"**Secured Property**" means the assets of the Company which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"**Security Agreement**" means a security agreement dated [DATE] between the Company and the Security Agent.

##### 1.2 Construction

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

##### 1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage shall be construed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Article 8 of the Law Reform (Miscellaneous Provisions) (Northern Ireland) Order 2005 shall be construed as a reference to this Deed as a reference to this Deed.

#### 1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Subject to Clause 37.3 (*Other Exceptions*) of the Facility Agreement, notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.
- 1.4.3 Any Receiver, Delegate or any person described in Clause 27.11.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Supplemental Mortgage which expressly confers rights on it.

#### 2. COVENANT TO PAY

The Company, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

#### 3. GRANT OF SECURITY

##### 3.1 Mortgage

The Company for good valuable consideration and as continuing security for the payment, discharge and performance of the Secured Liabilities and as legal and beneficial owner (and where applicable as registered owner or, as the case may be, the person entitled to be registered as owner):

- 3.1.1 **HEREBY GRANTS, CONVEYS, TRANSFERS AND DEMISES** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of freehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Mortgaged Property (if any) as at the date of this Deed **TO HOLD** the same unto the Security Agent in fee simple subject to the proviso for redemption contained in this Deed;
- 3.1.2 **HEREBY DEMISES** unto the Security Agent on the terms set out in this Deed, to the extent that title to the Mortgaged Property is of leasehold tenure and not subject to registration in the Land Registry of Northern Ireland pursuant to the Land Registration Act (Northern Ireland) 1970, **ALL THAT AND THOSE** the Mortgaged Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Mortgaged Property (if any) as at the date of this Deed **TO HOLD** the same unto the Security Agent for the residue of the respective terms of years for which it now holds the same less the last three days thereof of each such term subject to the proviso for redemption contained in this Deed; and
- 3.1.3 As registered owner or as the person entitled to be registered as owner **HEREBY CHARGES** unto the Security Agent all Mortgaged Property described opposite its name in Part I of Schedule 2 (Details of Secured Property) and all its other Mortgaged Property (if any) as at the date of this Deed, the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registry Act (Northern Ireland) 1970 and **HEREBY ASSENTS** to the registration of the charge as a burden on the said property.

### 3.2 Fixed charges

The Company as beneficial owner charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Mortgaged Property.

### 3.3 Assignment

The Company for good valuable consideration and as continuing security for the payment, discharge and performance of the Secured Liabilities and as legal and beneficial owner hereby assigns and agrees to assign absolutely to the Security Agent by way of security:

- 3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);
- 3.3.2 the Lease Documents;
- 3.3.3 the Rental Income; and
- 3.3.4 all of the Company's present and future rights, title and interest in and to any Criminal Damage Claim and the proceeds thereof,

together with all Associated Benefits relating to the Secured Property.

### 3.4 Attorns Tenant

The Company hereby attorns tenant to the Security Agent of any part of the Mortgaged Property mortgaged or charged by clauses 3.1.1 and 3.1.2 at the yearly rent of £1 (if demanded) provided always that the Security Agent may at any time without notice to the Company determine the tenancy hereby created and enter upon such Mortgaged Property but so that neither the receipt of the said rent nor the said tenancy shall render the Lender liable to account to any person as mortgagee in possession.

### 3.5 Leasehold Lands

The Company **HEREBY DECLARES** that in respect of all or any leasehold lands, hereditaments and premises referred to in clauses 3.1 and 3.2 it will stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held **IN TRUST** for the Security Agent (subject to any equity of redemption subsisting under this Deed) and will dispose of the same as the Security Agent may reasonably direct and **HEREBY AUTHORIZES** the Security Agent to appoint a new trustee or trustees of such reversion or respective reversions in place of the Company or any trustee or trustees appointed under this power as if it, he, she or they were incapable of acting in the trusts hereby declared and the Company **HEREBY IRREVOCABLY APPOINTS** the Security Agent the attorney of the Company to assign the said reversion or respective reversions in the name of the Company and on its behalf to the Security Agent or as it may direct subject to such equity of redemption (if any), as may for the time being be subsisting and to execute and do all deeds, documents and acts reasonably necessary or proper for that purpose.



#### **4. INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 1 (*Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
- 4.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

#### **5. INHIBITION**

The Company shall ensure that an inhibition in the following terms to the Registrar of Titles at the Land Registry of Northern Ireland:

"Except under an order of the Registrar, no disposition of the registered land by the registered owner of the registered land or the owner of any registered charge not being a charge registered before the entry of this inhibition is to be registered or noted without a written consent signed by the owner for the time being of the charge dated [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of [SECURITY AGENT]"

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Company shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

#### **6. CONTINUATION**

- 6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.
- 6.2 On and from the date of this Supplemental Mortgage:
  - 6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and
  - 6.2.2 the Company acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

#### **7. COUNTERPARTS**

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

#### **8. GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of Northern Ireland.

#### **9. JURISDICTION**

- 9.1 The courts of Northern Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

- 9.2 The parties to this Deed agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.
- 9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

**This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.**

## **SCHEDULE**

### **Details of Secured Property**

#### **Part I – Mortgaged Property**

<b>Address/description of the Real Property</b>	<b>Title number</b>
[ ]	[ ]
[ ]	[ ]

#### **Part II – Insurances**

<b>Brief description of policy, including policy number</b>	<b>Date of policy</b>	<b>Insurance company or underwriter (including address for service of notices)</b>
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

## **EXECUTION of SUPPLEMENTAL MORTGAGE**

[INSERT EXECUTION PROVISIONS] ]

## EXECUTION of SECURITY AGREEMENT

### The Chargors

Executed as a deed by  
**LDC (CARE HOMES) BIDCO LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)



Signature of director

Witness Signature:



Witness Name:

RAAHIL KARS HANDAS

Witness Address:



Witness Occupation:

ACCOUNTANT

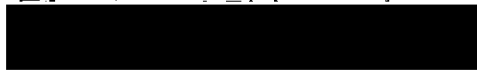
Witness Signature:



Witness Name:

Evan Newton

Witness Address:



Witness Occupation:

Accountant

Executed as a deed by  
**BRUCHMEN NO. 1 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)



Signature of director

Witness Signature:



Witness Name:

RAAHIL KARS HANDAS

Witness Address:



Witness Occupation:

ACCOUNTANT

Witness Signature:



Witness Name:

Evan Newton

Witness Address:



Witness Occupation:

Accountant

Executed as a deed by  
**BRUCHMEN NO. 2 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)

[Redacted Signature]  
[Redacted Signature]

Signature of director

Witness Signature:

[Redacted Signature]

Witness Name:

RAAHIL KARSHANDAS

Witness Address:

[Redacted Address]

Witness Occupation:

ACCOUNTANT

Witness Signature:

[Redacted Signature]

Witness Name:

Evan Newton

Witness Address:

[Redacted Address]

Witness Occupation:

Accountant

Executed as a deed by  
**BRUCHMEN NO. 3 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)

[Redacted Signature]  
[Redacted Signature]

Signature of director

Witness Signature:

[Redacted Signature]

Witness Name:

RAAHIL KARSHANDAS

Witness Address:

[Redacted Address]

Witness Occupation:

ACCOUNTANT

Witness Signature:

[Redacted Signature]

Witness Name:

Evan Newton

Witness Address:

[Redacted Address]

Witness Occupation:

Accountant

Executed as a deed by  
**BRUCHMEN NO. 4 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)



Signature of director

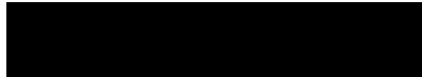
Witness Signature:



Witness Name:

RAAHIL KARSHANDAS

Witness Address:



Witness Occupation:

ACCOUNTANT

Witness Signature:



Witness Name:

Evan Newton

Witness Address:

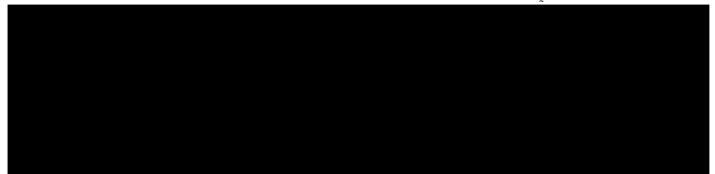


Witness Occupation:

~~Evan~~ Accountant

Executed as a deed by  
**BRUCHMEN NO. 5 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)



Signature of director

Witness Signature:



Witness Name:

RAAHIL KARSHANDAS

Witness Address:



Witness Occupation:

ACCOUNTANT

Witness Signature:



Witness Name:

Evan Newton

Witness Address:

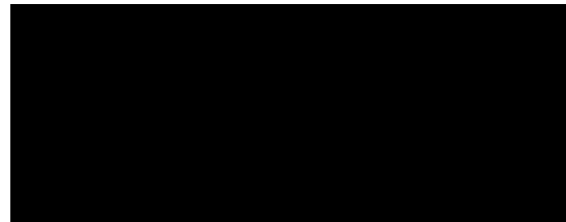


Witness Occupation:

Accountant

Executed as a deed by  
**BRUCHMEN NO. 6 LIMITED**  
acting by one director  
in the presence of:

)  
)  
)  
)



Signature of director

Witness Signature:



Witness Name:

RAHIL KAKSHANDAS

Witness Address:



Witness Occupation:

ACCOUNTANT

Witness Signature:



Witness Name:

Evan Newton

Witness Address:



Witness Occupation:

Accountant

**The Security Agent**

**HSBC UK BANK PLC**

By: James Mills

Address: 2nd Floor, Landmark, St Peter's Square, 1 Oxford Street, Manchester, M1 4PB

Email: N/A

Attention: FAO CMB UK Real Estate Finance / Richard Holland