



Registration of a Charge

Company Name: **HYTHE CARE HOMES LIMITED**

Company Number: **07672443**



Received for filing in Electronic Format on the: **04/04/2024**

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Details of Charge

Date of creation: **28/03/2024**

Charge code: **0767 2443 0007**

Persons entitled: **DUKE ROYALTY UK LIMITED**

Brief description: **NONE.**

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: **CHARLES RUSSELL SPEECHLYS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7672443

Charge code: 0767 2443 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2024 and created by HYTHE CARE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2024 .

Given at Companies House, Cardiff on 8th April 2024

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



Companies House



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

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, this copy is a correct copy of the electronic original instrument.

Signed: *Charles Russell Speechlys LLP*

Dated: 3 April 2024

**Charles
Russell
Speechlys**

DATED

28 March

2024

THE ENTITIES LISTED IN SCHEDULE 8

(as Chargor)

and

DUKE ROYALTY UK LIMITED

(as Security Agent)

DEBENTURE

CONTENTS

1	DEFINITIONS	1
2	CONSTRUCTION	5
3	UNDERTAKING TO PAY	7
4	SECURITY	7
5	NEGATIVE UNDERTAKINGS	10
6	MATERIAL PROPERTY	10
7	INVESTMENTS	12
8	CHATTELS	15
9	ACCOUNTS	15
10	INSURANCES	16
11	INTELLECTUAL PROPERTY	17
12	THE LAND REGISTRY	18
13	NOTICES OF ASSIGNMENT AND CHARGE	19
14	POWERS, PROTECTION AND DISCRETIONS OF THE SECURITY AGENT	19
15	ENFORCEMENT OF SECURITY	20
16	RECEIVER	22
17	POWERS OF RECEIVER	23
18	APPLICATION OF PROCEEDS	28
19	PROTECTION OF PURCHASERS	29
20	LIABILITY OF SECURITY AGENT AND RECEIVER	30
21	POWER OF ATTORNEY	30
22	DELEGATION AND DISCRETION	31
23	EFFECTIVENESS OF SECURITY	32
24	PRIOR SECURITY INTERESTS	33
25	SUBSEQUENT SECURITY INTERESTS	34
26	SUSPENSE ACCOUNT	34
27	RELEASE OF SECURITY	34
28	SET-OFF	35
29	FINANCIAL COLLATERAL	35
30	CURRENCY	35
31	PAYMENTS TO BE MADE WITHOUT DEDUCTION	36
32	CERTIFICATES AND DETERMINATIONS	36
33	ASSIGNMENT AND TRANSFER	37
34	INDEMNITY TO THE SECURITY AGENT	37
35	COSTS AND EXPENSES	38
36	MISCELLANEOUS	38

37	NOTICES	38
38	GOVERNING LAW AND JURISDICTION	39
	SCHEDULE 1 - MORTGAGED PROPERTY	47
	SCHEDULE 2 - ACCOUNT DETAILS	48
	SCHEDULE 3 - INSURANCE POLICIES	49
	SCHEDULE 4 - FORM OF LEGAL MORTGAGE	50
	SCHEDULE 5 - FORM OF NOTICE AND ACKNOWLEDGEMENT FOR ACCOUNT BANK	56
	Part 1 - Form of Notice to Account Bank	56
	Part 2 - Form of Acknowledgement from Account Bank	58
	SCHEDULE 6 - FORM OF NOTICE AND ACKNOWLEDGEMENT FOR INSURER	59
	Part 1 - Form of Notice to Insurer	59
	Part 2 - Form of Acknowledgement from Insurer	61
	SCHEDULE 7 – SHARES	63
	SCHEDULE 8 – CHARGORS	64

THIS DEED is dated 28 March 2024

BETWEEN:

- (1) THE ENTITIES listed in Schedule 8 (the "Chargor");
and
- (2) DUKE ROYALTY UK LIMITED, incorporated and registered in England (company number 10223638) in its capacity as security trustee for the Secured Parties (the "Security Agent").

BACKGROUND:

The Chargor enters into this Deed in connection with the Facility Agreements (as defined below).

IT IS AGREED as follows:

1 DEFINITIONS

In this Deed:

Account Bank	each bank, financial institution or other person with whom an Account is maintained;
Accounts	the account(s) the details of which are specified in Parts 1 and 2 of Schedule 2 (<i>Account Details</i>) and all other accounts held with any Account Bank at any time owned or operated by the Chargor as renumbered or redesignated from time to time, each replacement account or sub-account relating to any of them, all money from time to time standing to the credit of those accounts and all interest accruing in relation to them and the debt or debts represented thereby;
Administrator	any administrator appointed in respect of the Chargor whether by the Security Agent, a court or otherwise;
Authorisation	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
Borrower	means Willow DC Topco Ltd a company registered in England and Wales (registered number 15549520);
Business Day	means any day other than a Saturday, Sunday or any other day which is a legal holiday in London, England;
Chattels	all plant, machinery, vehicles, tools, computers, equipment, furniture and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and any renewals or replacements of them together with the benefit of all warranties, guarantees, maintenance contracts, consents and licences relating to them;
Contracts	all present and future contracts and agreements entered into by the Chargor and all guarantees, warranties and indemnities issued in

	relation to any Contract and any other contract designated in writing as a "Contract" by the Security Agent (acting reasonably);
Delegate	means any delegate, agent, attorney or co-trustee appointed by the Security Agent and/or any Receiver (as appropriate);
Discharge Date	the date on which the Security Agent confirms in writing to the Chargor that all the Secured Liabilities have been irrevocably discharged in full and no further Secured Liabilities are capable of arising;
Dividends	all dividends and distributions of any kind, interest and any other income received or receivable by the Chargor in relation to any of the Shares;
Event of Default	any event or circumstance specified as such in the Facility Agreements and/or a guarantor does not pay on the due date any amount payable pursuant to the Investment Guarantee;
Facility Agreements	means the Loan Agreement and the Investment Guarantee;
Finance Document	means each Facility Agreement, and a "Finance Document" as that term is defined in the Loan Agreement;
Finance Party	means the "Lender" as defined in the Loan Agreement and the "Beneficiary" as defined in the Investment Guarantee;
Group	has the meaning given to that term in the Loan Agreement;
Insolvency Act	the Insolvency Act 1986;
Intellectual Property	<p>(a) all present and future patents, trademarks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests whether registered or unregistered; and</p> <p>(b) the benefit of all applications, licences and rights to use the assets listed in paragraph (a) above;</p>
Investment Guarantee	means the guarantee dated on or around the date of this Deed provided by, among others, the Borrower in favour of the Preference Shareholder (as defined in the Loan Agreement) in relation to certain payment obligations of the Borrower pursuant to the Preference Shares (as defined in the Loan Agreement) and any other guarantee of similar effect granted by any person after the date of this Deed;
Investments	the Shares and Dividends;
Legal Mortgage	a charge by way of legal mortgage granted by the Chargor in favour of the Security Agent and in the form of Schedule 4 (<i>Form of Legal Mortgage</i>) in respect of all or any part of any Material Property acquired by the Chargor after the date of this Deed;

Lender	means Duke Royalty UK Limited, incorporated and registered in England (registered number 10223638);
Loan Agreement	means the loan agreement dated on or around the date of this Deed between, among others, the Lender (as lender) and the Borrower (as borrower);
LPA	the Law of Property Act 1925;
Material Property	means any freehold, leasehold or immovable property which has a market value of more than £500,000 (or its equivalent in other currencies) or any leasehold property with an unexpired term of more than 15 years;
Monetary Claims	all book and other debts and monetary claims of any nature and however arising at any time owing to the Chargor or in which it has an interest and all proceeds of those debts and claims together with the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;
Mortgaged Property	any Material Property specified in Schedule 1 (<i>Mortgaged Property</i>) and any Material Property specified in the schedule to any Legal Mortgage;
Obligor	has the meaning given to it in the Loan Agreement and each guarantor under the Investment Guarantee;
Party	a party to this Deed;
Planning Legislation	any legislation regulating the development or use of land or the erection and demolition of buildings and other structures on such land and all orders, regulations and permissions made, issued or granted under such legislation;
Policies	<p>(a) each of the insurance policies described in Schedule 3 (<i>Insurance Policies</i>);</p> <p>(b) each other insurance policy taken out at any time by or on behalf of the Chargor or in respect of which it has an interest or a right to claim; and</p> <p>(c) any other insurance policy designated as a "Policy" by the Security Agent (acting reasonably);</p> <p>other than, in each case, in respect of any claim under any employers liability, public liability, products liability or pollution liability insurances;</p>
Real Property	<p>(a) the Mortgaged Property;</p>

- (b) any other freehold, leasehold or immovable property in which the Chargor has an interest (including, for the avoidance of doubt, an option to purchase any property); and
- (c) any buildings, erections, fixtures, fittings (including trade fittings and machinery) and fixed plant and machinery from time to time situated on or forming part of the property listed in paragraphs (a) above and (b) above and includes all Related Rights;

Receiver a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets;

Regulations the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226);

Related Rights as regards any Security Asset, all present and future:

- (a) money and proceeds of any nature paid or payable in relation to that Security Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Security Asset;
- (b) all rights and interests of any nature attaching to, deriving from or exercisable as a result of the Chargor's interest in or ownership or operation of that Security Asset; and
- (c) all rights to make a demand or claim;

Relevant Currency in relation to each of the Secured Liabilities, the currency in which it is from time to time denominated;

Secured Liabilities all present and future monies, obligations and liabilities (whether actual or contingent and whether owed jointly or severally as principal or surety or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document or otherwise together with all interest accruing in respect of any such monies, obligations and liabilities;

Secured Party means a Finance Party, a Receiver or Delegate;

Security Assets all of the rights, interests and assets which from time to time are, or are expressed to be, subject to the Security Interest created by or pursuant to this Deed;

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Shares

- (a) all shares, stocks, debentures, bonds, any form of loan capital, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind

whatsoever (whether in certificated or uncertificated form) owned by the Chargor or in which it has an interest from time to time including (without limitation) the shares listed in Schedule 7;

- (b) shares, stocks, debentures, bonds, any form of loan capital, warrants, coupons, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the assets referred to in paragraph (a) above;
- (c) rights to subscribe for, purchase or otherwise acquire any of the assets referred to in paragraph (a) above through options, warrants or otherwise;

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

Transaction Security means the Security Interest created or evidenced or expressed to be created or evidenced under the Security (as defined in the Loan Agreement).

2 CONSTRUCTION

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

2.1.1 this Deed, a "**Finance Document**" or any other agreement or instrument is a reference to this Deed or that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

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

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

2.1.4 "**Security Asset**", "**Accounts**", "**Chattels**", "**Contracts**", "**Intellectual Property**", "**Investments**", "**Monetary Claims**", "**Policies**" and "**Real Property**" includes:

- (a) any part of that asset;
- (b) any present and future assets of that type; and
- (c) all Related Rights relating to assets of that type;

2.1.5 "**Secured Liabilities**" is deemed to include a reference to any part of them;

2.1.6 the "**Security Agent**", the "**Chargor**", or any "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted

- transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Finance Documents;
- 2.1.7 a provision of law is a reference to that provision as amended or re-enacted;
- 2.1.8 the singular is deemed to include the plural and vice versa; and
- 2.1.9 a time of day is a reference to London time.
- 2.2 The term "**Security Agent**" includes any subsidiary or group company or assignee of the Security Agent granting or continuing to grant facilities or accommodation to the Chargor.
- 2.3 "**Receivers**" are references to receivers of whatsoever nature including, without limitation, receivers, managers and administrative receivers.
- 2.4 "**Administrators**" are references to administrators appointed under the Insolvency Act and include administrators appointed under the out of court procedure under the Insolvency Act.
- 2.5 Clause and Schedule headings are for ease of reference only.
- 2.6 An Event of Default is "**continuing**" if it has not been waived.
- 2.7 Any undertaking given by the Chargor under this Deed remains in force until the Discharge Date and is given for the benefit of the Security Agent.
- 2.8 The terms of the other Finance Documents and of any agreement, instrument or side letters between any parties to the Finance Documents in relation to any Finance Document (as the case may be) are incorporated into 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 section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 2.9 The absence of or incomplete details of any Security Asset in any Schedule does not affect the validity or enforceability of any Security Interest under this Deed.
- 2.10 Clauses 4.2 (*Land*) to 4.10 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage or fixed charge over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage or fixed charge (whether arising out of this Deed or any act or omission by any Party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not.
- 2.11 It is intended that this Deed takes effect as a deed notwithstanding the fact that a Party may only execute this Deed under hand.
- 2.12 If the Security Agent considers that an amount paid to it under any Finance Document or in relation to any Secured Liability is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 2.13 In the event of a conflict between the terms of this Deed and the terms of the Facility Agreements, the terms of the Facility Agreements (as applicable) will prevail.
- 2.14 Where more than one person is named as the Chargor in this Deed:

2.14.1 the liabilities and obligations of such persons under this Deed shall be joint and several; and

2.14.2 references to the "Chargor" in this Deed shall be construed as references to all such persons or any of them, as the context admits.

3 UNDERTAKING TO PAY

The Chargor covenants with the Security Agent, on demand, to pay, discharge and satisfy all the Secured Liabilities when due and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

4 SECURITY

4.1 Nature of the Security

4.1.1 All the Security Interest created under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is a continuing security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such Security Interest to be unlawful or prohibited by any applicable law; and
- (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.1.2 If the Chargor assigns its rights under an agreement (or charges those rights by way of first fixed charge) under this Deed and that assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:

- (a) the Chargor shall notify the Security Agent promptly;
- (b) until the consent is obtained, this Deed will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that agreement but rights under the agreement itself shall not be secured under this Deed. Upon receipt of the relevant consent, the relevant rights under the agreement shall stand assigned or charged as the case may be, to the Security Agent under this Deed; and
- (c) unless the Security Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent of the relevant party to rights under that agreement being secured in accordance with this Deed.

4.1.3 The Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it.

4.2 Land

The Chargor charges:

4.2.1 by way of a first legal mortgage, all the Mortgaged Property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Mortgaged Property owned by it; and

4.2.2 (to the extent that they are not the subject of a mortgage under paragraph 4.2.1 above) by way of first fixed charge, all the Real Property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Real Property owned by it.

4.3 Chattels

The Chargor charges by way of first fixed charge, all the Chattels owned by it and its interest in any Chattels in its possession.

4.4 Investments

The Chargor charges by way of a first fixed charge all the Shares and Dividends.

4.5 Accounts

4.5.1 The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (*Release of Security*), all its rights in respect of the Accounts.

4.5.2 To the extent that they are not effectively assigned under paragraph 4.5.1 above, the Chargor charges by way of first fixed charge all of its rights and interest in and to the Accounts.

4.6 Monetary Claims

The Chargor charges by way of a first fixed charge all the Monetary Claims.

4.7 Contracts

4.7.1 The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (*Release of Security*), all its rights in respect of:

- (a) the Contracts;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

4.7.2 To the extent that any Contract is not capable of assignment without infringing any provision of such Contract but is capable of being charged, the Chargor charges by way of fixed charge all of its rights and interest in such Contract.

4.7.3 To the extent that any contract is not capable of assignment or charge without infringing any provision of such Contract, the Chargor charges by way of fixed charge the proceeds of any Related Rights in respect of such Contract.

4.8 Insurances

4.8.1 The Chargor assigns absolutely, by way of security, subject to reassignment by the Security Agent in accordance with Clause 27 (*Release of Security*), all amounts

payable to it under or in connection with the Policies and all of its rights in connection with those amounts.

- 4.8.2 To the extent that they are not effectively assigned under paragraph 4.8.1 above, the Chargor charges by way of a first fixed charge the relevant amounts and rights described in paragraph 4.8.1 above.

4.9 Intellectual Property

The Chargor charges by way of first fixed charge all its rights in its Intellectual Property.

4.10 Miscellaneous

The Chargor charges by way of first fixed charge:

- 4.10.1 any and all Related Rights;
- 4.10.2 all rights to recover any Taxes on any supplies made to it relating to any Security Asset and any sums so recovered;
- 4.10.3 its goodwill and uncalled capital; and
- 4.10.4 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset and the right to recover and receive compensation or any other sum payable in relation to any Authorisation.

4.11 Floating charge

- 4.11.1 The Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not at any time otherwise effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under this Clause 4.
- 4.11.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created pursuant to paragraph 4.11.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 of the Insolvency Act.

4.12 Crystallisation

- 4.12.1 The Security Agent may at any time by notice in writing to the Chargor (as applicable) convert any floating charge created by the Chargor pursuant to Clause 4.11 (*Floating charge*) above into a fixed charge with immediate effect as regards any property or assets specified in the notice if:
 - (a) the Security Interest constituted by this Deed has become enforceable in accordance with Clause 15 (*Enforcement of Security*); or
 - (b) the Security Agent considers any Security Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
 - (c) the Security Agent reasonably considers that it is necessary in order to protect the priority of its Security Interest.
- 4.12.2 Notwithstanding paragraph 4.12.1 above and without prejudice to any rule of law which may have a similar effect, the floating charge created by Clause 4.11 (*Floating*

charge) will automatically and immediately (without notice) convert into a fixed charge over all of the Chargor's assets if:

- (a) the Chargor creates or attempts to create any Security Interest over any of the Security Assets otherwise than in accordance with the terms of the Facility Agreements;
- (b) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets;
- (c) a receiver or administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with a court; or
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re-organisation of the Chargor other than a winding up petition which is stayed within 14 days of commencement.

4.12.3 Notwithstanding any other provision of this Deed, the floating charge created by Clause 4.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

as a preliminary to a creditors voluntary arrangement by an eligible company (as determined under Schedule A1 of the Insolvency Act) under the Insolvency Act.

5 NEGATIVE UNDERTAKINGS

5.1 Negative Pledge

Save as expressly permitted under the Facility Agreements, the Chargor shall not create or permit to subsist any Security Interest over any Security Asset.

5.2 Disposals

Except as permitted by, and in accordance with the terms of, the Facility Agreements, the Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of the Security Assets.

6 MATERIAL PROPERTY

6.1 Acquisitions

6.1.1 If the Chargor acquires any Material Property after the date of this Deed it shall:

- (a) promptly notify the Security Agent;
- (b) promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a Legal Mortgage in favour of the Security Agent (as trustee for the Secured Parties) of that property;

- (c) deposit with the Security Agent all deeds and documents of title and all local land charges, land charge and Land Registry search certificates and similar documents received by it or on its behalf;
- (d) if the title to that Material Property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the Legal Mortgage; and
- (e) if applicable, ensure that details of the Legal Mortgage are correctly noted in the Register of Title against that title at the Land Registry.

6.1.2 If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a Legal Mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor shall promptly request the relevant landlord's consent and shall use all reasonable endeavours to obtain that consent within 7 days of making the request.

6.2 Notices

The Chargor shall:

- 6.2.1 promptly give to the Security Agent full particulars with respect to (and, if requested by the Security Agent, a copy of) any notice, order, directive, designation, resolution or proposal which applies to any of its Real Property or to the area in which it is situate and which is issued:
- (a) by any planning authority or other public body or authority under or by virtue of any Planning Legislation;
 - (b) pursuant to any law or regulation relating to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants;
 - (c) pursuant to section 146 of the LPA; or
 - (d) pursuant to some other power conferred by law; and
- 6.2.2 take all steps necessary to comply with each such notice, order, directive, designation, resolution or proposal.

6.3 Deposit of title deeds

The Chargor shall promptly deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charge and Land Registry certificates and similar documents received by it or on its behalf.

6.4 Compliance

The Chargor shall comply with:

- 6.4.1 all laws for the time being in force and applicable to it; and
- 6.4.2 all notices, orders, directives, licences, consents and assurances given or made under any law or regulation by any person,

in each case, insofar as the same relate to its Real Property or the occupation and use of its Real Property.

6.5 Compensation payments

Subject to the rights and claims of any person having prior rights to such compensation, all monies payable to the Chargor by way of compensation, whether under Section 25 of the Law of Property Act 1969 or under the Landlord and Tenant Acts 1927 to 1954 or otherwise, shall be paid to the Security Agent (who shall be entitled to give good receipt for such monies) and applied in accordance with Clause 18.1 (*Order of application*) as though they were the proceeds of the enforcement of the Security Interest constituted by this Deed, and any monies that may be received by the Chargor shall, pending such payment, be held on trust for the Security Agent.

6.6 Power to remedy

If the Chargor fails to comply with any of the undertakings contained in this Clause 6, the Chargor shall allow the Security Agent or its agents and contractors:

- 6.6.1 to enter any part of its Real Property;
- 6.6.2 to comply with or object to any notice served on the Chargor in respect of its Real Property; and
- 6.6.3 to take any action as the Security Agent may consider necessary or desirable to prevent or remedy the relevant breach or to comply with or object to any such notice.

The Chargor shall promptly on request by the Security Agent pay the costs and expenses of the Security Agent and its agents and contractors incurred in connection with any action taken under this sub-clause.

7 INVESTMENTS

7.1 Deposit of title documents

The Chargor undertakes to deposit with the Security Agent or the Security Agent's nominee:

- 7.1.1 on or before execution of this Deed, all share certificates or other documents of title relating to the Shares;
- 7.1.2 promptly upon its acquisition of any Investment, all share certificates and other documents of title or evidence of ownership relating to that Investment;
- 7.1.3 promptly upon the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, all share certificates and other documents of title or evidence of ownership relating to each of such items; and
- 7.1.4 together with stock transfer forms (or other appropriate transfer instruments) signed by the Chargor (or its nominee, where appropriate) as transferor but with details of the transferee, date and consideration left blank, on the basis that the Security Agent may hold all those certificates, forms and documents until the Discharge Date so that the Security Agent may, at any time after the Security Interest created by this Deed has become enforceable in accordance with its terms and without notice to the Chargor, complete and present those stock transfer forms and any other documents to the issuers of the Security Assets for registration.

7.2 Completion of transfers

The Security Agent is entitled at any time after an Event of Default has occurred and is continuing to complete the stock transfer forms (or other transfer instruments) on behalf of the Chargor in favour of the Security Agent or its nominee, using the power of attorney contained in Clause 21 (*Power of attorney*) or otherwise.

7.3 Voting and Dividends

7.3.1 Voting and other rights prior to an Event of Default

Prior to the occurrence of an Event of Default which is continuing:

- (a) subject to paragraph 7.3.2 below, the Chargor is entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:
 - (i) it does so for a purpose not inconsistent with its obligations under any Finance Document; and
 - (ii) the exercise or failure to exercise those rights does not have an adverse effect on the value of the Investments and does not otherwise prejudice the Security Agent's interests under this Deed; and
- (b) the Chargor is entitled to receive and retain all Dividends.

7.3.2 Voting and other rights following an Event of Default

After an Event of Default has occurred and is continuing:

- (a) the Security Agent will be entitled to exercise or direct the exercise (or refrain from exercising or refrain from directing the exercise) of the voting and other rights attached to any Investment as it sees fit in its absolute discretion;
- (b) the Chargor shall comply, or procure compliance with, any directions of the Security Agent in relation to the exercise of those rights and shall promptly execute and deliver to the Security Agent all forms of proxy as the Security Agent may require in connection with the exercise of those rights; and
- (c) all Dividends shall be paid or transferred to the Security Agent (or to its order) and any Dividends received by the Chargor shall be held by the Chargor on trust for the Security Agent and promptly paid by it to the Security Agent or to any nominee designated by the Security Agent. The Security Agent will be entitled to apply those Dividends in such manner as it sees fit.

7.3.3 At any time:

- (a) the Security Agent may, in its absolute discretion, and without any consent or authority from the Chargor (but providing the Chargor with notice of any such election) elect to give up the right to exercise (or refrain from exercising) all voting rights in respect of the Investments conferred or to be conferred on the Security Agent pursuant to paragraph 7.3.2(a) above, provided that the Chargor shall compensate or otherwise make the Security Agent good

in respect of any loss or shortfall it may suffer good as a consequence of such election;

- (b) once a notice has been issued by the Security Agent under paragraph 7.3.3(a) above, on and from the date of such notice, the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights in respect of the Investments conferred or to be conferred on it pursuant to paragraph 7.3.2(a) above or any other provision of this Deed and all such rights shall be exercisable by the Chargor. The Chargor shall be entitled on and from the date of such notice to exercise all voting rights in respect of the Investments subject only to the proviso contained in paragraph 7.3.1(a) above.

7.4 Limited obligations of the Security Agent

At any time when any Investments are registered in the name of the Security Agent or its nominee, the Security Agent shall have no duty:

- 7.4.1 to make any payment or to ensure that any dividends, distributions, interest or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee;
- 7.4.2 to verify that the amounts referred to in Clause 7.4.1 are the correct amounts paid or received;
- 7.4.3 to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus rights, preference, option, warrant or otherwise on, or in respect of, or in substitution for, those Investments;
- 7.4.4 to perform any obligation of the Chargor in relation to those Investments; or
- 7.4.5 to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed.

7.5 Nominee shareholders

If any Investment is not held in the Chargor's name (other than as a result of the operation of this Deed) the Chargor shall procure the prompt delivery to the Security Agent of an irrevocable power of attorney, expressed to be given by way of security and executed as a deed, by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent and every Receiver as the attorney of the holder in relation to that Investment and shall be in a form approved by the Security Agent.

7.6 Acquisition of Shares

Unless permitted by the terms of the Facility Agreements, the Chargor shall not:

- 7.6.1 acquire or enter into any agreement to acquire, any Shares; or
- 7.6.2 permit the declaration of or payment of any Dividend.

7.7 Calls

The Chargor shall pay all calls and other payments due in relation to the Investments. If the Chargor fails to do so, the Security Agent may pay those calls or other payments on the Chargor's behalf and the Chargor shall promptly on demand reimburse the Security Agent for any such payment.

7.8 Alteration to rights

The Chargor shall not vary or agree to any variation in voting rights attaching to the Shares and shall not cause or permit any of the Shares to be consolidated, sub-divided or converted.

7.9 Other obligations in respect of Shares

7.9.1 The Chargor shall comply with all requests for information relating to any Shares which is within its actual or imputed knowledge and with which it is required to comply by its articles of association or by any law (including sections 793 and 820 to 825 of the Companies Act 2006).

7.9.2 The Chargor shall promptly supply a copy to the Security Agent of any information referred to in Clause 7.9.1.

7.9.3 The Chargor shall comply with all other conditions and obligations assumed by it in respect of any Share.

8 CHATTELS

The Chargor shall:

8.1 keep all its Chattels in good repair, working order and condition (fair wear and tear excepted); and

8.2 give the Security Agent such information concerning the location, condition, use and operation of its Chattels as the Security Agent may reasonably require.

9 ACCOUNTS**9.1 Undertakings**

Subject to the terms of the Facility Agreements, the Chargor shall:

9.1.1 not open or maintain any account other than the Accounts;

9.1.2 except as regards any account maintained with the Security Agent, deliver to the Security Agent details of each Account maintained by it promptly upon any redesignation or change in account details affecting any Account; and

9.1.3 promptly upon request by the Security Agent, supply it with copies of all mandate letters, bank statements and other agreements relating to the Accounts.

9.2 Operation of the Accounts

9.2.1 Subject to the terms of the Facility Agreements prior to the occurrence of an Event of Default that is continuing the Chargor shall be entitled to withdraw or transfer any sum standing to the credit of such Account.

- 9.2.2 After the occurrence of an Event of Default that is continuing, the Chargor shall not be entitled to make any withdrawals or transfers from any Account without the Security Agent's prior written consent.

10 INSURANCES

10.1 Insurances - representations and warranties

The Chargor represents and warrants to the Security Agent on each day up to the Discharge Date that:

- 10.1.1 each Policy is in full force and effect and on risk, all premiums payable in relation to the Policies have been paid when due and payable, there are no grounds on which any Policy may be declared void or voidable in whole or in part; and
- 10.1.2 its entry into the Policies does not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding on it.

10.2 Preservation and enforcement of rights

Subject to the terms of the Facility Agreements, the Chargor shall:

- 10.2.1 maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business. All such insurances must be maintained with a reputable independent insurance company or underwriter;
- 10.2.2 perform all its obligations, pay all premiums and other monies payable and diligently enforce all its rights under the Policies and take all action necessary to keep the Policies in full force and effect and otherwise preserve its rights under the Policies (including by way of legal or arbitration proceedings);
- 10.2.3 promptly inform the Security Agent if it commences any legal proceeding, or receives notice of the initiation of any legal proceeding, in relation to any Policy or if it becomes aware of any Policy becoming void or voidable in whole or in part;
- 10.2.4 upon request, supply the Security Agent with:
- (a) a copy of each Policy and of each certificate of insurance and cover note relating to each Policy, certified as being true and correct copies by a director of the Chargor; and
 - (b) any other information and copies of any other documents relating to the Policies which the Security Agent, or any Receiver, reasonably requests; and
- 10.2.5 if required by the Security Agent following the occurrence of an Event of Default which is continuing use all reasonable efforts to cause each insurance policy or policies relating to the Security Assets other than any Policy which has been the subject of a notice of assignment pursuant to Clause 13.2 (*Insurance*) to contain (in form and substance reasonably satisfactory to the Security Agent) an endorsement naming the Security Agent as sole loss payee in respect of any claim or series of connected claims in excess of £50,000 (other than in respect of any claim under any employers liability, public liability, products liability or pollution liability insurances).

10.3 Default interest

If the Chargor defaults in complying with Clause 10.2 (*Preservation and enforcement of rights*), any Secured Party may effect or renew any such insurance on such terms, in such name(s) and in such amounts as it reasonably considers appropriate, and all monies expended by the Secured Parties in doing so shall be reimbursed by the Chargor to the relevant Secured Parties on demand and shall carry interest from the date of payment by the Secured Parties until reimbursed at the higher of the Default Interest (as defined in the Loan Agreement) and 4% per annum above the Bank of England's base rate from time to time.

11 INTELLECTUAL PROPERTY

11.1 Intellectual Property - representations and warranties

The Chargor represents and warrants to the Security Agent on each date up until the Discharge Date that it:

- 11.1.1 is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all of the Intellectual Property which is required by it in order to carry on its business as it is being conducted and has taken all formal and procedural actions (including but not limited to payment of fees) required to maintain such Intellectual Property; and
- 11.1.2 does not, so far as it is aware, in carrying on its business, infringe any Intellectual Property of any third party in any material respect.

11.2 Intellectual Property – positive undertakings

The Chargor shall:

- 11.2.1 do all such acts and things as are necessary or desirable to preserve and maintain the existence and validity of its registered material Intellectual Property;
- 11.2.2 to the extent it is commercially reasonable to do so, use its reasonable endeavours to prevent any theft, loss, destructions, infringement, unauthorised access, copying and use of its Intellectual Property and promptly after becoming aware of any such action, inform the Security Agent of such action and (at its own cost and without prejudice to any other steps it may consider appropriate in the circumstances) take such steps as the Security Agent (acting reasonably) may from time to time direct; and
- 11.2.3 to the extent it is commercially reasonable to do so, make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property and produce to the Security Agent (upon its reasonable request) receipts or other evidence that the same have been paid.

11.3 Intellectual Property – negative undertakings

The Chargor shall not:

- 11.3.1 apply to amend the specification or drawing of any of the letters patent or registered trade or service marks forming part of its Intellectual Property or enter any conditions, restrictions or disclaimers in relation to any of its registered Intellectual Property;

11.3.2 use or permit its Intellectual Property to be used in a way, or take any step or omit to take any step in respect of its Intellectual Property, which may materially and adversely affect the existence or value of the Intellectual Property or impair its right to use such property; or

11.3.3 discontinue the use of the Intellectual Property (other than Intellectual Property that becomes obsolete or which is not or ceases to be used by the Group),

in each case, where doing so would be reasonably likely to have a material adverse effect on the Security Agent's rights, interests or benefits under this Deed.

11.4 **Preservation/protection**

The Chargor must promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent (acting reasonably) in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions imposed by this Deed.

12 **THE LAND REGISTRY**

12.1 The Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [REDACTED] in favour of Duke Royalty UK Limited referred to in the charges register or their conveyancer or [*specify appropriate details*]".

12.2 The Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"The lender under a facilities agreement dated [REDACTED] is under an obligation (subject to the terms of that facilities agreement) to make further advances and the debenture referred to in the charges register dated [REDACTED] in favour of Duke Royalty UK Limited secures those further advances."

12.3 The Chargor shall not allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of any of the Mortgaged Property and will not, as regards any Mortgaged Property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003 and more particularly set out in Schedule 1 or Schedule 3 of the Land Registration Act 2002.

12.4 The Chargor shall not permit any person to become entitled to any proprietary right or interest which might affect the value of any Real Property.

12.5 The Chargor shall promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security Interest created by or pursuant to this Deed.

- 12.6 The Chargor authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute and deliver on the Chargor's behalf (but at the cost of the Chargor) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in this Clause 12.

13 NOTICES OF ASSIGNMENT AND CHARGE

13.1 Accounts

- 13.1.1 The Chargor shall serve a notice of charge in the form of Part 1 of Schedule 5 (*Form of Notice to Account Bank*) on each Account Bank with whom an Account is held promptly:

- (a) upon execution of this Deed; and
- (b) upon opening any Account after the date of this Deed.

- 13.1.2 The Chargor shall use reasonable endeavours to procure that each Account Bank acknowledges any notice by signing and returning to the Security Agent a letter of acknowledgement substantially in the form of Part 2 of Schedule 5 (*Form of Acknowledgement from Account Bank*) within 14 days of the date of such notice. Any instructions contained in a notice of charge sent by the Chargor pursuant to this Clause may not be revoked or amended without the Security Agent's prior written consent.

13.2 Insurance

- 13.2.1 The Chargor shall promptly upon execution of this Deed (or, if later, the date on which an insurance policy is designated as a "Policy" for the purposes of this Deed) serve a notice, substantially in the form of Part 1 of Schedule 6 (*Form of Notice and Acknowledgement for Insurer*), on each other party to each Policy.

- 13.2.2 The Chargor shall use reasonable endeavours to procure that each such party acknowledges that notice by signing and returning to the Security Agent a letter of undertaking substantially in the form of Part 2 of Schedule 6 (*Form of Acknowledgement from Insurer*) within 14 days of the date of this Deed or, if later, the date of entry into the relevant Policy. Any instructions contained in any notice sent by the Chargor pursuant to this Clause may not be revoked or amended without the Security Agent's prior written consent.

14 POWERS, PROTECTION AND DISCRETIONS OF THE SECURITY AGENT

14.1 Rights and powers etc

All the rights, powers, authorities and discretions which are expressly or impliedly conferred by this Deed on a Receiver may, after the Security Interest constituted by this Deed has become enforceable, be exercised by the Security Agent in respect of the Security Assets whether or not a Receiver has been or is later appointed.

14.2 Protections

All the protections and immunities which this Deed provides for a Receiver shall be available to the Security Agent when the Security Agent is exercising the rights, powers, authorities and discretions conferred on the Security Agent by this Deed.

14.3 Curing of breaches and covenants

If the Chargor fails to comply with any provision of this Deed, then the Chargor shall allow and hereby authorises the Security Agent or its nominee to do all such acts and things and take such action on behalf of the Chargor as may be necessary to secure compliance with that provision without becoming liable as a mortgagee in possession.

14.4 Indemnity

The Chargor shall indemnify the Security Agent against all losses, costs, charges and expenses incurred by the Security Agent as a result of the failure by the Chargor to comply with any provision of this Deed and in connection with the exercise by the Security Agent or its nominee of their respective rights contained in Clause 14.3 (*Curing of breaches and covenants*).

14.5 Expenses so incurred

All monies expended and all costs incurred by the Security Agent or its nominee in carrying out any of their respective powers and discretions referred to in Clause 14.3 (*Curing of breaches and covenants*) shall be considered to have been properly incurred by the Security Agent or its nominee, shall be secured by this Security Interest and shall be payable on demand by the Chargor to the Security Agent.

15 ENFORCEMENT OF SECURITY**15.1 Timing**

The Security Interest created by this Deed will be immediately enforceable at any time after the occurrence of:

- 15.1.1 an Event of Default which is continuing; or
- 15.1.2 a request being made by the Chargor to the Security Agent that it exercise any of its powers under this Deed.

15.2 Enforcement

After the Security Interest constituted by this Deed has become enforceable, the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- 15.2.1 enforce all or any part of that Security Interest (at any time and in any manner it sees fit);
- 15.2.2 appoint a Receiver to all or any part of the Security Assets;
- 15.2.3 appoint one or more persons as an Administrator of the Chargor in accordance with Schedule B1 of the Insolvency Act;
- 15.2.4 apply to the court for an order removing an Administrator and/or replace an Administrator appointed by the Security Agent;
- 15.2.5 take possession of and hold or dispose of all or any part of the Security Assets including, without limitation, all of the powers conferred on a mortgagee under the LPA (as varied or extended by this Deed) or any of the powers conferred on a holder of a qualifying floating charge holder (as defined in the Insolvency Act);

- 15.2.6 secure and perfect its title to all or any part of a Security Asset and / or transfer any asset into the name of its nominee;
- 15.2.7 exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute legal and beneficial owner of that Security Asset;
- 15.2.8 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions conferred by the LPA (as varied and extended by this Deed) on mortgagees, by this Deed on any Receiver, or conferred by the Insolvency Act or any other law on mortgagees and Receivers;
- 15.2.9 subject to paragraph 4.12.3, by written notice to the Chargor convert the floating charge created by Clause 4.11 (*Floating Charge*) into a fixed charge as regards any assets specified in that notice;
- 15.2.10 exercise the statutory power of sale and any other powers conferred by section 101 of the LPA and the statutory powers of leasing as amended and varied in the forgoing clauses and all other statutory powers in respect of the whole or any part of the Security Assets;
- 15.2.11 exercise all its rights, powers and remedies as assignee of the Accounts or any contracts and/or agreements and, in particular, the right to:
 - (a) demand and receive any interest or other monies payable in respect of any credit balance on any Account or any relevant contract or agreement; and
 - (b) withdraw sums standing to the credit of any Account (or, by notice to the bank with whom such Account is maintained, block the withdrawal of any such sums) and otherwise exercise all rights in relation to the Accounts as the Chargor may exercise (or, but for this Deed) might exercise; and
 - (c) apply, transfer or set-off any or all of the balances from time to time standing to the credit of the Accounts in or towards the payment or other satisfaction of all or part of the Secured Liabilities then due but unpaid in accordance with Clause 18.1 (*Order of application*).

15.3 Statutory powers

- 15.3.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- 15.3.2 The statutory power of sale or other right of disposal conferred on the Security Agent and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed.
- 15.3.3 The statutory powers of leasing may be exercised by the Security Agent at any time on or after the Security Interest constituted by this Deed has become enforceable and such powers are extended by this Deed so as to authorise the Security Agent to make any lease or agreements for lease, accept surrenders of leases and grant options on such terms as the Security Agent may think fit and without the need to

comply with any restrictions imposed by law (including, but not limited to, under section 99 or section 100 of the LPA).

- 15.3.4 For the purposes of sections 99 and 100 of the LPA, the expression "Mortgagor" will include any incumbrancer deriving title under the Chargor and neither sub-section (18) of section 99 nor sub-section (12) of section 100 of the LPA will apply.
- 15.3.5 The Chargor shall not have, at any time up until the Discharge Date, the power pursuant to section 99 of the LPA to make any Lease in respect of any Real Property without the prior written consent of the Security Agent unless permitted pursuant to the terms of the Facility Agreements.
- 15.3.6 The restrictions contained in section 93 and section 103 of the LPA shall not apply to the Security Interest constituted by this Deed.
- 15.3.7 Each Receiver and the Security Agent is entitled to all the rights, powers and privileges and immunities conferred by the LPA and the Insolvency Act on mortgagees and Receivers.
- 15.3.8 Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

15.4 Access on enforcement

- 15.4.1 At any time after the Security Interest constituted by this Deed has become enforceable, the Chargor will allow any of the Secured Parties, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Security Asset and for that purpose to enter on any premises where a Security Asset is situated (or where any Secured Party reasonably believes a Security Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.
- 15.4.2 At all times, the Chargor must use its best endeavours to allow any Secured Party access to any premises for the purpose of Clause 15.4.1 (obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

16 RECEIVER

16.1 Appointment of Receiver

- 16.1.1 After the Security Interest constituted by this Deed has become enforceable the Security Agent may without prior notice, appoint:
 - (a) any one or more persons to be a Receiver of all or any part of the Security Assets; or
 - (b) two or more Receivers of separate parts of the Security Assets; or
 - (c) appoint another person(s) as an additional Receiver(s).
- 16.1.2 Any appointment under paragraph 16.1.1 above may be by deed, under seal or in writing under its hand.

- 16.1.3 Any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed.
- 16.1.4 The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act.
- 16.1.5 At any time, if so requested by the Chargor, without further notice, the Security Agent may appoint a Receiver to all or any part of the Security Assets as if the Security Agent had become entitled under the LPA to exercise the power of sale conferred under the LPA.

16.2 Statutory powers of appointment

The powers of appointment of a Receiver pursuant to Clause 16.1 (*Appointment of Receiver*) above shall be in addition to all statutory and other powers of appointment of the Security Agent under the LPA (as extended by this Deed), the Insolvency Act or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Security Assets and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.

16.3 Removal

The Security Agent may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver who has been removed for any reason.

16.4 Remuneration

The Security Agent may from time to time fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) and (8) of the LPA) will not apply. Any remuneration of any Receiver will form part of the Secured Liabilities.

16.5 Agent of the Chargor

- 16.5.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA. The Chargor is solely responsible for the remuneration, expenses, contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 16.5.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.
- 16.5.3 No Receiver shall at any time act as agent for any other Secured Party.

17 POWERS OF RECEIVER

17.1 Statutory powers

- 17.1.1 A Receiver (subject to any restrictions in the instrument appointing him but notwithstanding any winding up or dissolution of the Chargor) has (to the extent permitted by law):

- (a) all of the rights, powers, remedies and discretions of an administrative receiver under Schedule 1 of the Insolvency Act, as if such Schedule and all relevant definitions set out in the Insolvency Act were set out in this Deed; and
- (b) otherwise, all the rights, powers, remedies and discretions conferred on a mortgagor, a mortgagee in possession and on a Receiver (or a receiver and manager) appointed under the LPA or the Insolvency Act.

17.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually (and to the exclusion of any other Receiver) or together with any other person appointed or substituted as a Receiver.

17.2 Additional powers

In addition to those powers, rights and discretions set out in paragraphs 17.1.1(a) and 17.1.1(b) above, a Receiver shall have the following rights, powers and discretions:

17.2.1 Possession

A Receiver may take immediate possession of, get in and collect the Security Assets or any part thereof.

17.2.2 Carry on business

A Receiver may carry on, manage or concur in carrying on or managing the whole or any part of the business of the Chargor as he in his discretion may think fit.

17.2.3 Protection of assets

A Receiver may:

- (a) manage, insure, repair, decorate, maintain, alter, improve, develop, construct, modify, refurbish, renew or add to the Security Assets or concur in so doing;
- (b) commence, continue or complete any new works, unfinished work, building operations, construction, reconstruction, maintenance, furnishing, finishing or fitting-out on any Real Property; and
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

in each case as he in his discretion may think fit.

17.2.4 Employees

- (a) A Receiver may appoint and discharge managers, directors and secretaries for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

17.2.5 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for the sale of any Security Asset may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

17.2.6 Let, hire or lease

A Receiver may:

- (a) let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing;
- (b) grant rights, options or easements over and otherwise deal with or dispose of and exercise all rights, powers and discretions incidental to, the ownership of the Security Assets; and
- (c) exchange or concur in exchanging the Security Assets,

in each such case in such manner and generally on such terms as he may in discretion think fit, with all the powers of an absolute beneficial owner. The Receiver may exercise any such power by effecting such transaction in the name or on behalf of the Chargor or otherwise.

17.2.7 Registration

A Receiver may use the Chargor's name to effect any registration or **election for tax** or other purposes.

17.2.8 Insurances

A Receiver may effect, review or vary insurances.

17.2.9 Borrowing

A Receiver may for the purposes of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security Interest created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

17.2.10 Advance credit

A Receiver may advance credit, in the ordinary course of the Chargor's business, to any person.

17.2.11 Make calls

A Receiver may make, or require the directors of the Chargor to make such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of the Chargor or the Receiver as the Receiver in his discretion may think fit) or otherwise.

17.2.12 Compromise, legal action and mediation

A Receiver may:

- (a) settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset;
- (b) bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit; and
- (c) refer to mediation any question in relation to any Security Asset that he thinks fit.

17.2.13 Subsidiaries

A Receiver may:

- (a) promote the formation of any subsidiary of the Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as the Receiver in his discretion may think fit; and
- (c) arrange for such subsidiary to trade or cease to trade as the Receiver in his discretion may think fit.

17.2.14 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

17.2.15 Environment

A Receiver may conduct and complete all investigations studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives relating to Environmental Law.

17.2.16 Mediation

A Receiver may refer to mediation any question in relation to any Security Asset that he thinks fit.

17.2.17 Delegation

A Receiver may delegate his power in accordance with this Deed.

17.2.18 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

17.2.19 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers, remedies or discretions conferred on the Security Agent or any Receiver under or by virtue of this Deed or by law;
- (b) exercise every power which the Receiver in its absolute discretion considers desirable for maintaining or enhancing the value of the Security Assets or in connection with the enforcement of the Security Interest created by this Deed or the realisation of any Security Asset;
- (c) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute legal and beneficial owner of that Security Asset;
- (d) do any other acts and things it lawfully may do as agent for the Chargor; and
- (e) use the name of the Chargor for any of the purposes set out in this Clause 17.

17.3 Powers to be additional

The powers conferred by this Deed in relation to the Security Assets on the Receiver shall be in addition to, and not in substitution for, the powers conferred on receivers under the LPA and the Insolvency Act.

17.4 Powers to be exercisable by the Security Agent

17.4.1 The Security Agent may exercise all powers granted by the Receiver by this Deed whether as attorney of the Chargor or otherwise.

17.4.2 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent as provided in Clause 15.3

(Statutory powers) or otherwise and so that, *inter alia*, such powers are and remain exercisable by the Security Agent in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting.

17.5 Conflict

If and to the extent that there is any ambiguity or conflict between:

17.5.1 the powers conferred on the Receiver by the Act and those powers listed in Schedule 1 of the Insolvency Act; and

17.5.2 the powers conferred by this Clause 17,

the powers conferred by this Clause 17 shall prevail.

18 APPLICATION OF PROCEEDS

18.1 Order of application

Subject to Clause 18.2 (*Prospective liabilities*), all amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this Clause 18, the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 18), in the following order:

18.1.1 in discharging any sums owing to the Security Agent, any Receiver or any Delegate;

18.1.2 in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Deed;

18.1.3 in payment to the Security Agent for application in accordance with the Facility Agreements; and

18.1.4 the balance (if any) will be applied as required by law.

18.2 Prospective liabilities

Following enforcement of any of the Transaction Security the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 18.1 (*Order of application*) in respect of:

18.2.1 any sum to the Security Agent, any Receiver or any Delegate;

18.2.2 any part of the Secured Liabilities; and

18.2.3 any sum that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

18.3 Investment of proceeds

Prior to the application of the proceeds of the Recoveries in accordance with Clause 18.1 (*Order of application*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of this Clause 18.3.

18.4 Currency Conversion

18.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any monies received or recovered by the Security Agent from one currency to another, at a market rate of exchange.

18.4.2 The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

18.5 Permitted Deductions

The Security Agent shall be entitled, in its discretion:

18.5.1 to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and

18.5.2 to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Deed).

19 PROTECTION OF PURCHASERS

19.1 No purchaser or other person dealing with any Secured Party shall be bound to enquire:

19.1.1 whether the Secured Liabilities have become due and/or payable;

19.1.2 whether any event has happened upon which any of the powers conferred by this Deed may have arisen or be exercisable or is being properly exercised;

19.1.3 whether any money remains due under the Finance Documents; or

19.1.4 how any money paid to that Secured Party is to be applied.

19.2 No purchaser dealing with any Secured Party or the Security Interest constituted by this Deed is to be concerned to enquire whether any power exercised or purported to be exercised by the Secured Parties has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with the Secured Parties. Any such sale or dealing is deemed to be within the powers conferred by this Deed and to be valid and effective accordingly. All the protection to purchasers contained in section 104 and section 107 of the LPA and section 42(3) of the Insolvency Act apply to any purchaser.

- 19.3 The receipt of any Secured Party shall be conclusive discharge to any purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, any Secured Party may do for such consideration, in such manner and on such terms as it thinks fit.

20 LIABILITY OF SECURITY AGENT AND RECEIVER

20.1 Liability

Neither the Security Agent, any Receiver nor any of their respective Delegates and sub-delegates, (whether as mortgagee in possession or otherwise) shall either by reason of:

20.1.1 taking possession of or realising all or any part of the Security Assets; or

20.1.2 taking any action permitted by this Deed,

be liable to the Chargor or any other person for any costs, losses or liabilities relating to any of the Security Assets or for any act, default, omission or misconduct of the Security Agent, any Receiver or their respective Delegates and sub-delegates in relation to the Security Assets or otherwise.

20.2 Exoneration

Neither the Security Agent, any Receiver nor any of their respective Delegates and sub-delegates shall have any duty:

20.2.1 to perform the Chargor's obligations or exercise any rights in relation to any Security Asset;

20.2.2 to ensure that any Related Rights are made available and to ensure that the correct amount has been received in relation to any Related Right;

20.2.3 to take up any offer in relation to any Security Asset;

20.2.4 to investigate, appraise or report on the status, propriety or validity of the acts of the Receiver or Security Agent;

20.2.5 to give any notification to anyone in relation to any Security Asset; or

20.2.6 to take any action to enforce any other person's obligations as regards any Security Asset.

20.3 Protection of the Receiver

The Receiver shall be entitled to all the rights, powers, privileges and immunities which the LPA confers on mortgagees and receivers duly appointed under the LPA.

21 POWER OF ATTORNEY

- 21.1 The Chargor, by way of security for the performance of its obligations under this Deed, irrevocably and severally appoints the Security Agent, each Receiver and each of their respective Delegates and sub-delegates to be its attorney (with full power of substitution and delegation) and in its name, on its behalf and as its act and deed to:

21.1.1 execute, deliver and perfect all other documents, deeds and agreements and do all such things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Chargor by this Deed or any agreement binding on the Chargor to which the Security Agent is a party (including, but not limited to, the execution and delivery of any charges, assignments or other security and any transfers of the Security Assets and perfecting and/or releasing the Security Interest created or intended to be created in respect of the Security Assets); and
 - (b) enabling the Security Agent and any Receiver to exercise any of the rights, powers and authorities conferred on them pursuant to this Deed or by law (including, after the Security Interest constituted by this Deed has become enforceable as provided in this Deed, the exercise of any right of a legal or beneficial owner of the Security Assets or any part of the Security Assets).
- 21.2 The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers under this Deed.
- 21.3 The Chargor covenants (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 21) with each Receiver appointed pursuant to this Deed, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of the Chargor.
- 21.4 The power of attorney granted under this Clause 21 may be exercised at any time after:
 - 21.4.1 the expiry of three Business Days following a request from the Security Agent for the Chargor to take action that it has failed to do and is required to do by the terms of this Deed; or
 - 21.4.2 an Event of Default has occurred and is continuing.

22 DELEGATION AND DISCRETION

22.1 Delegation

- 22.1.1 The Security Agent and/or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are conferred and are exercisable by it under this Deed to any person or persons on such terms and conditions as it sees fit.
- 22.1.2 No such delegation pursuant to this Clause 22 shall preclude either the subsequent exercise of such power, authority or discretion by the Security Agent or a Receiver itself or any subsequent delegation or revocation of such power, authority or discretion.
- 22.1.3 Neither the Security Agent nor any Receiver will have any liability to the Chargor or any other person for any loss or liability arising from any act, default, omission or misconduct by any Delegate.

22.2 Discretion

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

23 EFFECTIVENESS OF SECURITY

23.1 Continuing Security

The Security Interest constituted by this Deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

23.2 Cumulative rights

The Security Interest created by or pursuant to this Deed and the rights, powers and remedies of the Security Agent under this Deed shall be cumulative and shall be in addition to and independent of every other Security Interest, guarantee, right, power or remedy which the Security Agent may at any time have in connection with the Secured Liabilities, including the rights, powers and remedies provided by law, and accordingly, the Security Agent shall not be obliged before exercising any such rights, powers or remedies:

- 23.2.1 to make any demand of, or take any action or obtain any judgment in any court against, the Chargor;
- 23.2.2 to make or file any claim or proof in winding-up or dissolution of the Chargor; or
- 23.2.3 to enforce or seek to enforce any other Security Interest held by it in respect of the Secured Liabilities.

23.3 No merger of Security

No prior Security Interest held by the Security Agent (whether in its capacity as trustee or otherwise) or any other Secured Party over the whole or any other part of the Security Assets shall merge with the Security Interest constituted by this Deed.

23.4 No prejudice

The Security Interest created by or pursuant to this Deed shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent or by any variation of the terms of the trust upon which the Security Agent holds the Security Interest created by or pursuant to this Deed or by any other thing which might otherwise prejudice that Security Interest.

23.5 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

23.6 Partial invalidity

- 23.6.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality,

validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

- 23.6.2 If any part of the Security Interest created or intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security Interest constituted under this Deed.

23.7 Tacking

- 23.7.1 For the purposes of section 94(1)(c) of the LPA and section 49(3) of the Land Registration Act 2002, the Security Agent confirms on behalf of the Secured Parties that the Secured Parties will comply with their obligations to make further advances under the Facility Agreements subject to the terms of the Finance Documents.

- 23.7.2 The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Mortgaged Property.

23.8 Further assurance

- 23.8.1 The Chargor shall promptly, at its own cost, do whatever the Security Agent requires:

- (a) to create, perfect and/or protect the Security Interest created or intended be created by this Deed;
- (b) to create, perfect and/or protect the priority of the Security Interest created or intended be created by this Deed;
- (c) to facilitate the exercise of any rights, powers and remedies vested in the Security Agent or any Receiver (or their respective Delegates) by this Deed and/or by the law; and/or
- (d) to facilitate the realisation of the Security Assets.

- 23.8.2 In order to satisfy its obligations under paragraph 23.8.1 above, the Chargor shall promptly, upon the request of the Security Agent, execute any transfer, conveyance, mortgage, charge, assignment or assurance over all or any of the assets intended to constitute the Security Assets (whether in favour of the Security Agent or its nominee or otherwise) and make any registration or notarisation and give any notice, instructions, order or direction in respect of the Security Assets.

24 PRIOR SECURITY INTERESTS

- 24.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Security Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under this Deed, the Security Agent may redeem such prior Security Interest or procure the transfer of such Security Interest to itself.
- 24.2 The Security Agent may settle and agree the accounts of the holder of the prior Security Interest and any accounts so settled and agreed will (in the absence of manifest error) be conclusive and binding on the Chargor.

24.3 All principal monies, interest, costs, charges and expenses of and incidental to any such redemption or transfer will be paid by the Chargor to the Security Agent on demand together with accrued interest on such sums at the higher of:

24.3.1 the Default Interest (as defined in the Loan Agreement); and

24.3.2 4% per annum above the Bank of England's base rate from time to time,

from the time or respective times of the same having been paid or incurred until payment of such sums (as well as after as before judgment).

25 SUBSEQUENT SECURITY INTERESTS

If the Security Agent receives, or is deemed to be affected by, notice whether actual or constructive of any subsequent Security Asset or other interest other than as permitted by the Facility Agreements affecting the Security Assets, it may open a new account for the Chargor in its books. If the Security Agent does not open a new account, it shall nevertheless be treated as if it had done so at the time it received or was deemed to be affected by such notice. Unless the Security Agent gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Security Agent will, as from that time, be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

26 SUSPENSE ACCOUNT

26.1 Contingencies

If the Security Interest constituted by this Deed, is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account in which event, Clause 26.2 (*Suspense account*) shall apply to such proceeds.

26.2 Suspense account

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

27 RELEASE OF SECURITY

27.1 Upon the occurrence of the Discharge Date and subject always to Clause 27.2, the Security Agent shall, at the request and cost of the Chargor, release and cancel the Security Interest constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Agent pursuant to this Deed, in each case without recourse to, or any representation or warranty by, Security Agent or any of its Delegates.

27.2 Following any discharge of the Chargor made by the Security Agent, in reliance on any payment or security, the Security Agent may retain the Security Interest constituted by this Deed (and all documents of title or other documents necessary to protect such Security Interest) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person other than the Chargor making such payment or

giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Agent may retain the Security Interest constituted by this Deed for as long as it sees fit.

28 SET-OFF

The Security Agent may set off any matured obligation due from the Chargor under this Deed (to the extent beneficially owned by the Security Agent) against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

29 FINANCIAL COLLATERAL

29.1 To the extent that any of the Security Assets constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Security Agent shall, upon the Security Interest created by this Deed becoming enforceable pursuant to Clause 15.2 and to the extent permitted by the Regulations, have the right to appropriate all or any part of the Security Assets in or towards the discharge of the Secured Liabilities without obtaining any court authorisation and in such order as the Security Agent may in its absolute discretion determine.

29.2 The Parties agree that the value of any Security Asset appropriated in accordance with sub-clause 29.1 above shall be:

29.2.1 in the case of cash denominated in the currency of denomination of the Secured Liabilities, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation;

29.2.2 in the case of any other cash, the amount of the currency of denomination of the Secured Liabilities that the Security Agent could purchase with the amount of such cash (plus any accrued but unposted interest attributable to such cash) on the date of appropriation in accordance with its usual practice; or

29.2.3 in the case of Shares, the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, independent valuation or as determined by such other method as the Security Agent may select.

29.3 The Parties agree that the method of valuation provided for in this Clause 29 (*Financial collateral*) is commercially reasonable for the purposes of the Regulations.

30 CURRENCY

30.1 Relevant Currency

The Chargor is obliged under this Deed to discharge the Secured Liabilities in the Relevant Currency.

30.2 Receipt in wrong currency

If at any time the Security Agent receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than the Relevant Currency, then that payment will take effect as a payment to the Security Agent of the amount in the Relevant

Currency which the Security Agent is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice..

30.3 Currency indemnity

30.3.1 If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which the Sum is payable into another currency (the "**Second Currency**") for the purposes of:

- (a) making or filing a claim against the Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall, as an independent obligation, within three Business Days of demand, indemnify the Security Agent against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (a) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Security Agent at the time of receipt of that Sum.

30.3.2 The Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than in which it is expressed to be payable.

31 PAYMENTS TO BE MADE WITHOUT DEDUCTION

31.1 No deductions

All sums payable by the Chargor under this Deed shall be paid in the Relevant Currency in immediately available funds and shall be paid to the credit of such account as the Security Agent may designate. All such payments shall be made in full without set-off of any sum owing by the Security Agent to the Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.

31.2 Grossing-up

If at any time the Chargor is required by law to make any deduction or withholding from any payment due from the Chargor to the Security Agent, the Chargor shall simultaneously pay to the Security Agent whatever additional amount is necessary to ensure that the Security Agent receives a net sum equal to the payment it would have received had no deduction or withholding been made.

32 CERTIFICATES AND DETERMINATIONS

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

33 ASSIGNMENT AND TRANSFER

33.1 Chargor consent to assignment/transfer by Security Agent

The Chargor consents to the assignment and/or transfer by the Security Agent of any one or more of its rights and/or obligations under this Deed. The Security Agent may, without consulting with or obtaining consent from the Chargor at any time charge, assign or otherwise create Security Interest in or over its rights, benefits and interests under this Deed to secure any obligations of any Secured Party.

33.2 No assignment/transfer by Chargor

The Chargor may not assign or transfer any one or more of its rights and/or obligations under this Deed.

33.3 Confidentiality

The Security Agent shall be entitled to disclose any information concerning the Chargor and this Deed as it considers appropriate to:

- 33.3.1 any person permitted in accordance with the Facility Agreements;
- 33.3.2 any person proposing to take an assignment and/or transfer from the Security Agent;
- 33.3.3 any person proposing to enter into contractual relations with the Security Agent with respect to this Deed; and
- 33.3.4 any person to whom information may be required to be disclosed by an applicable law.

34 INDEMNITY TO THE SECURITY AGENT

34.1 The Chargor shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:

- 34.1.1 any failure by the Chargor to comply with its obligations under Clause 35 (*Costs and expenses*);
- 34.1.2 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
- 34.1.3 the taking, holding, perfection, preservation, protection or enforcement of the Security Interest constituted under this Deed;
- 34.1.4 the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent, each Receiver and their Delegate and sub-delegates by this Deed or by law;
- 34.1.5 any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed;
- 34.1.6 instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Finance Documents; or
- 34.1.7 acting as Security Agent, Receiver or Delegate under this Deed or which otherwise relates to any of the Security Assets (otherwise, in each case, than by reason of the

relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).

35 COSTS AND EXPENSES

The Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against any Secured Party as a consequence of taking or holding the Security Interest constituted by this Deed or enforcing these rights.

36 MISCELLANEOUS

36.1 Variations

No variation of the terms of this Deed shall be valid unless such variation is in writing and signed by the Chargor and the Security Agent.

36.2 Third party rights

Other than any Secured Party, a person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

36.3 Perpetuity period

The trusts created by this Deed have a perpetuity period of 125 years.

36.4 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 this Deed.

37 NOTICES

37.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter.

37.2 Addresses

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

37.2.1 in the case of the Security Agent, that identified by its name below; and

37.2.2 in the case of the Chargor, that identified by its name below,

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

37.3 Delivery

- 37.3.1 Any communication or document made or delivered by the Security Agent to the Chargor under or in connection with this Deed shall only be effective if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to the relevant party at that address, and, in the case of the Security Agent, if a particular department or officer is specified as part of its address details provided under Clause 37.2 (*Addresses*), if addressed to that department or officer.
- 37.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer certified in Clause 37.2 (*Addresses*) (or any substitute department or officer as the Security Agent will specify for this purpose).
- 37.3.3 Any communication or document which becomes effective, in accordance with paragraphs 37.3.1 and 37.3.2 above after 5.00pm in the place of receipt shall be deemed to only become effective on the following day.

37.4 English language

- 37.4.1 Any notice given under or in connection with this Deed must be in English.
- 37.4.2 All other documents provided under or in connection with this Deed must be:
- (a) in English; or
 - (b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

38 GOVERNING LAW AND JURISDICTION**38.1 Governing law**

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

38.2 Jurisdiction of English courts

- 38.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 38.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 38.2.3 This Clause 38.2 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed by the Chargor and is signed for and on behalf of the Security Agent and is delivered and takes effect on the date at the beginning of this Deed.

EXECUTION PAGES

EXECUTED as a DEED by INTEGRUM CARE –)
CLEARBROOK LIMITED by Sean Quinlan)

[REDACTED]

Director

in the presence of:

Witness:

[REDACTED]

Name: Gregor Gordon

Address:

[REDACTED]

Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by BETSY CLARA AND)
SOUTHDOWN LTD by Sean Quinlan



Director

in the presence of:

Witness:



Name: Gregor Gordon

Address:



Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by INTEGRUM CARE)
GROUP LIMITED by Robin Saunders



Director

in the presence of:

Witness:



Name: Justine Levoir

Address:



Occupation: Personal Assistant

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by HYTHE CARE HOME)
LIMITED by Sean Quinlan

[Redacted Signature]

Director

in the presence of:

Witness:

[Redacted Signature]

Name: Gregor Gordon

Address:

[Redacted Address]

Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by INTEGRUM CARE)
LIMITED by Sean Quinlan

[Redacted Signature]

Director

in the presence of:

Witness:

[Redacted Signature]

Name: Gregor Gordon

Address:

[Redacted Address]

Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by GALLEON CARE)
HOMES LIMITED by Sean Quinlan



Director

in the presence of:

Witness:



Name: Gregor Gordon

Address:



Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by HOLLY CLOSE &)
MULBERRY COURT MANAGEMENT CO.
LIMITED by Sean Quinlan



Director

in the presence of:

Witness:



Name: Gregor Gordon

Address:



Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by PREMIUM)
HEALTHCARE LIMITED by Sean Quinlan

[Redacted Signature]

Director

in the presence of:

Witness:

[Redacted Signature]

Name: Gregor Gordon

Address:

[Redacted Address]

Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by SALTWOOD CARE)
CENTRE LTD by Sean Quinlan

[Redacted Signature]

Director

in the presence of:

Witness:

[Redacted Signature]

Name: Gregor Gordon

Address:

[Redacted Address]

Occupation: Lawyer

Attention: Adrian Pancott

Address: The registered office from time to time

EXECUTED as a DEED by DUKE ROYALTY UK)
LIMITED as Security Agent by Charlie Cannon Brookes

Doc
E15

Director

in the presence of:

Witness:

Name: William Alan Scotting

Address:

Occupation: Chief Executive officer

Attention: Charlie Cannon Brookes

Address:

47/48 Piccadilly

London

W1J 0DT

SCHEDULE 1
- MORTGAGED PROPERTY

Registered Land

Chargor	County and District/London Borough	Description of Property	Title Number
Betsy Clara and Southdowns Ltd	Kent, Maidstone	Betsy Clara Nursing Home, Courtenay Road, Maidstone, ME15 6UQ	K739721
Betsy Clara and Southdowns Ltd	East Sussex, Hastings	The Sussex Private Clinic, Hollington Park, St Leonards on Sea, TN 38 0SE (Southdowns)	HT13485
Galleon Care Homes Limited	East Sussex, Hastings	7 Hollington Park Road, St Leonards on Sea, TN38 0Se (Mulberry House)	ESX418429
Premium Healthcare Limited	Kent, Folkestone and Hythe	46 Bartholomew Lane, Hythe, CT21 4BX (Balgowan House)	TT138242
Premium Healthcare Limited	Kent, Folkestone and Hythe	89-93 North Rod, Hythe, CT21 5ET (Hythe View)	TT138241
Saltwood Care Centre Ltd	Kent, Folkestone and Hythe	Philbeach Convalescent Home, Tanners Hill, Hythe, CT21 5UQ (Mulberry Court and Holly Close)	K426343
Saltwood Care Centre Ltd	Kent, Folkestone and Hythe	Saltwood Care Centre, Tanners Hill, Hythe, CT21 5UQ (Saltwood Care Centre)	TT138239

SCHEDULE 2
- ACCOUNT DETAILS

Accounts

Name of Account Bank	Name of Account Holder	Sort Code	Account Number	Currency
Santander	HYTHE CARE HOMES LTD			GBP
Santander	SALTWOOD CARE CENTRE LTD			GBP
Santander	HYTHE CARE HOMES LTD			GBP
Santander	HYTHE CARE HOMES LTD			GBP
Santander	HYTHE CARE HOMES LTD			GBP
Santander	HYTHE CARE HOMES LTD			GBP
Santander	SALTWOOD CARE CENTRE LTD			GBP
Barclays	SALTWOOD CARE CENTRE LTD			GBP
Barclays	Galleon Care Homes Limited			GBP
Barclays	Premium Healthcare Limited			GBP
Barclays	Holly Close & Mulberry			GBP
Barclays	Integrum Care Ltd			GBP
Barclays	Hythe Care Homes Ltd			GBP
Barclays	Integrum-Clearbrook			GBP
Barclays	Integrum Care Group			GBP
Barclays	Betsy, Clara and Southwood			GBP

SCHEDULE 3
- INSURANCE POLICIES

Policy Number	Insured	Insurer	Description of policy
PCRH00366623/02	Betsy Clara and Southdowns Ltd	Howdens	Commercial combined
NEHIP1900615	Premium Healthcare Limited	New India Ltd	Commercial combined
100693523CPO	Hythe Care Home Ltd and Holly Close and Mulberry Court Management Ltd	Avivia	Property owner
101800355	Integrum Care Limited	C-quence	D&O
NEHIP1900813	Saltwood Care Centre	New India Ltd	Commercial combined

SCHEDULE 4 - FORM OF LEGAL MORTGAGE

THIS DEED is dated [] between:

- (1) [] incorporated and registered in [England] (company number []) (the "**Chargor**");
- (2) **DUKE ROYALTY UK LIMITED** incorporated and registered in England (company number 10223638) in its capacity as security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

The Chargor enters into this Deed in connection with the Facility Agreements (as defined below).

IT IS AGREED as follows:

1 DEFINITIONS

In this Deed:

Debenture means the debenture dated [] granted by, amongst others, the Chargor in favour of the Security Agent;

Mortgaged Property means any freehold, leasehold or immovable property specified in Schedule 1 to this Deed (*Mortgaged Property*).

2 CONSTRUCTION

2.1 Unless defined in this Deed, a term defined in the Debenture has the same meaning in this Deed and in any notice given under or in connection with this Deed.

2.2 The provisions of clause 2.1.1 to 2.1.9 (inclusive), clause 2.2 to 2.9 (inclusive), clause 2.12 to 2.13, clause 5.1 and 5.2 and clauses 15 to 37 (inclusive) are incorporated into this Deed as if references in those clauses to the Debenture were references to this Deed and if all references in those clauses to Security Asset were references to the Mortgaged Property.

3 UNDERTAKING TO PAY

The Chargor covenants with the Security Agent, on demand, to pay, discharge and satisfy all the Secured Liabilities when due and to indemnify the Secured Parties against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

4 SECURITY

4.1 All Security Interest created under this Deed:

4.1.1 is created in favour of the Security Agent;

4.1.2 is a continuing security for the payment, discharge and performance of all the Secured Liabilities except for any Secured Liabilities which, if secured by this Deed, would cause such Security Interest to be unlawful or prohibited by any applicable law; and

4.1.3 is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4.2 Subject to Clause 27 (*Release of Security*) of the Debenture, the Security Interest constituted by this Deed shall remain in full force and effect as continuing security for the Secured Liabilities until the Discharge Date and shall not be released before then by any intermediate payment, discharge or satisfaction of all or any of the Secured Liabilities or for any other reason.

4.3 The Chargor charges by way of first legal mortgage all the Mortgaged Property and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use the Mortgaged Property.

5 APPLICATION TO THE LAND REGISTRY

The Chargor consents to an application being made to the Land Registry to enter the following restriction on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Duke Royalty UK Limited referred to in the charges register or their conveyancer or [*specify appropriate details*]".

6 FURTHER ADVANCES

The Chargor consents to an application being made to the Land Registry for a notice in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"The lender under a facilities agreement dated [] is under an obligation (subject to the terms of that facilities agreement) to make further advances and the debenture referred to in the charges register dated [] in favour of Duke Royalty UK Limited secures those further advances."

7 MISCELLANEOUS

Other than the Secured Parties a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

8 COUNTERPARTS

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

9 GOVERNING LAW AND JURISDICTION

9.1 Governing law

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

9.2 Jurisdiction of English courts

- 9.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- 9.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 9.2.3 This Clause 9.2 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

THIS DEED is executed as a deed by the Chargor and is signed for and on behalf of the Security Agent and is delivered and takes effect on the date stated at the beginning of this Deed.

EXECUTION PAGES TO THE LEGAL MORTGAGE

EXECUTED AS A DEED by)

[] by)

)

)

Director

in the presence of:

Witness:

Name:

Address:

Occupation:

Address: []

EXECUTED AS A DEED by)
DUKE ROYALTY UK LIMITED as Security Agent)
by)
)

Director

in the presence of:

Witness:

Name:

Address:

Occupation:

Attention: Alex Hibbard

Address: Duke Royalty UK Limited

47/48 Piccadilly

London

W1J 0DT

SCHEDULE 1**Mortgaged Property****Part 1****Registered Land**

County and District/London Borough	Description of Property	Title Number

Part 2**Unregistered Land****1. [NAME OF CHARGOR]**

The freehold/leasehold property known as [REDACTED] and comprised in the following title (deed)(s) and other documents of title.

Date	Document	Parties

2. [NAME OF CHARGOR]

The freehold/leasehold property known as [REDACTED] and comprised in the following title (deed)(s) and other documents of title.

Date	Document	Parties

SCHEDULE 5
- FORM OF NOTICE AND ACKNOWLEDGEMENT FOR ACCOUNT BANK

Part 1 - Form of Notice to Account Bank

[On the Letterhead of the Chargor]

To: [name and address of third party bank]

Attention: []

Copy to: [Duke Royalty UK Limited]

Date: []

Dear Sirs

Debenture dated [] (the "Debenture") between [] [and others] as chargor[s] and Duke Royalty UK Limited (the "Security Agent")

This letter constitutes notice to you that, pursuant to the Debenture, we have [assigned to/charged (by way of first fixed charge)] in favour of the Security Agent all our present and future rights and interest in and to account number(s) *[insert details of accounts charged]* in our name (the "**Charged Account(s)**") together with all money from time to time standing to the credit of that **Charged Account(s)**, all interest accruing in relation to such **Charged Account(s)** and all **Related Rights**.

In this notice, "**Related Rights**" means, in respect of the **Charged Account(s)**, all present and future:

- (a) money and proceeds of any nature paid or payable in relation to the **Charged Account(s)**, including sale proceeds and money paid by way of damages, award or judgment made in connection with that **Charged Account(s)**; and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the **Charged Account(s)**.

We hereby irrevocably authorise and instruct you to:

- 1 Disclose to the Security Agent on request to you by the Security Agent, any information relating to the **Charged Account(s)** without any reference to, or further authority from, us, including, but not limited to, supplying the Security Agent with copies of statements if requested by the Security Agent.
- 2 Operate the **Charged Account(s)** in accordance with the existing Account Mandate until you have been given notice pursuant to paragraph 2.1 of this Notice:
- 2.1 comply with the written directions of the Security Agent in relation to the **Charged Account(s)** following receipt by you of a notice that an Event of Default has occurred and is continuing ("**Default Notice**"). For the avoidance of doubt, upon receipt of a **Default Notice** you should **only** permit monies to be drawn on or debited to the **Charged Account(s)** in accordance with the

written directions of the Security Agent without any enquiry by you as to the justification of such directions or instructions or the validity of them;

- 2.2 debit the Charged Account(s) with your costs and charges in connection with the opening, maintenance and operation of the Charged Account(s) both before and after receipt by you of a Default Notice; and
- 2.3 exercise any right of combination, consolidation, merger or set off which we may have in respect of any monies standing or accruing to the credit of the Charged Account(s) up until the time that you receive a Default Notice.
- 3 We shall at all times indemnify you and keep you indemnified fully and effectively from and against all losses, damages, liabilities and costs and expenses that you may incur in connection with or by reason of you complying with the terms of this Notice or in relation to the Charged Account(s).
- 4 We hereby agree and confirm that:
 - 4.1 the instructions and authorisations which are contained in this Notice shall remain in full force and effect until revoked or varied with the specific prior written consent of the Security Agent; and
 - 4.2 any direction, notice or consent that is given or purports to be given for and on behalf of the Security Agent shall be conclusive evidence for all purposes.
- 5 This Notice shall be governed by and construed in accordance with English law.
- 6 Please confirm your agreement to the above by sending the attached acknowledgement to *[identify Security Agent officer]* at *[insert address details of Security Agent]* with a copy to us at the above address.

Yours faithfully

.....
For and on behalf of *[insert name of relevant Chargor]*

Part 2 - Form of Acknowledgement from Account Bank

To: [Duke Royalty UK Limited]
Attention: [REDACTED]
Copy to: [insert name of relevant Chargor]
Date: [REDACTED]

Dear Sirs

Debenture dated [REDACTED] (the "Debenture") between [] [and others] as chargor[s] and Duke Royalty UK Limited (the "Security Agent")

Dear Sirs

- 1 We acknowledge receipt of the notice dated [insert date] from [insert name of relevant Chargor], (the "**Notice**") and all terms defined in the Notice shall have the same meaning herein.
- 2 We agree that until receipt by us of written notice from you revoking the arrangements set out in the Notice we will comply with the terms of the Notice to the extent permitted by law.
- 3 Upon receipt of a Default Notice from you, we shall not exercise or seek to assert or exercise any right of combination, consolidation, merger or set off which we may have in respect of any monies standing or accruing to the credit of the Charged Account(s).
- 4 We hereby confirm that we have not received any notice (other than the Notice) that [insert name of relevant Chargor] has assigned or charged its rights to the sums standing to the credit of the Charged Account(s) or otherwise granted any security or interest over those monies in favour of any third party.
- 5 We understand that [insert name of relevant Chargor] will indemnify us on the terms set out in the Notice.
- 6 This acknowledgement shall be governed by and construed in accordance with English law.

Yours faithfully

.....
for and on behalf of
[third party bank]

SCHEDULE 6
- FORM OF NOTICE AND ACKNOWLEDGEMENT FOR INSURER

Part 1 - Form of Notice to Insurer

[On the letterhead of the relevant Chargor]

To: [insert name and address of Insurer]

Copy to: [Duke Royalty UK Limited]

Date: []

Dear Sirs

Debenture dated [] (the "Debenture") between [] [and others] as chargor[s] and Duke Royalty UK Limited (the "Security Agent")

This letter constitutes notice to you that, pursuant to the Debenture, we have assigned to the Security Agent by way of security all amounts payable to us under or in connection with the following policies *[Insert description of Insurances]* (the "**Policies**"), all our rights in connection with those amounts and all Related Rights.

In this notice, "**Related Rights**" means, in respect of the Policies, all **present and future**:

- (a) money and proceeds of any nature paid or payable in relation to the Policies, including sale proceeds and money paid by way of damages, award or judgement made in connection with that Policy; and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of an interest in or ownership or operation of the Policies.

We irrevocably authorise and instruct you to:

- 1 disclose to the Security Agent without any reference to or further authority from us (and without any enquiry by you as to the justification for such disclosure), such information relating to the Policies as the Security Agent may at any time request;
- 2 pay any sums from time to time due and payable by you under the Policies in accordance with any written instructions given to you by the Security Agent from time to time;
- 3 comply with the terms of any notice or instructions relating to the Policies which you receive from the Security Agent (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction);
- 4 note on the Policies the Security Agent's interest as first priority assignee of (i) all amounts payable under the Policies; and (ii) all rights in connection with those amounts and to identify the Security Agent as co-insured and as sole loss payee (in respect of any claim or series of connected claims in excess of £50,000 (other than in respect of any claim under any employers

liability, public liability, products liability or pollution liability insurances)) in respect of each Policy; and

5 send copies of all notices issued under the Policies to the Security Agent as well as to us.

Please note that we are and will remain liable to perform all the obligations assumed by us under the Policies and that neither the Security Agent, any Receiver nor any of their agents nor any other person will have any liability to you under the Policies.

We are not permitted to agree any amendment or supplement to or to waive any term of the Policies or to terminate any Policy without the prior written consent of the Security Agent.

The instructions in this notice cannot be revoked or amended without the prior written consent of the Security Agent.

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [address] with a copy to us at the above address.

This notice is shall be governed by and construed in accordance with English law.

Yours faithfully

.....
For and on behalf of [*insert name of relevant Chargor*]

Part 2 - Form of Acknowledgement from Insurer

[On the letterhead of the Insurer]

To: [Duke Royalty UK Limited]

[Address]

Copy: [insert name of relevant Chargor]

Date: []

Dear Sirs

Debenture dated [] (the "Debenture") between [] [and others] as chargor[s] and Duke Royalty UK Limited (the "Security Agent")

We acknowledge receipt from [insert name of relevant Chargor] of a notice dated [] (the "**Notice**") of an assignment, pursuant to the terms of the Debenture, of (i) all amounts payable to [insert name of relevant Chargor] under or in connection with the Policies (as defined in the Notice); (ii) all [insert name of relevant Chargor]'s rights in connection with those amounts; and (iii) all Related Rights, as defined in the Debenture (as defined in the Notice).

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to act in accordance with and comply with the terms of the Notice;
- 2 we have noted your interest as first priority assignee of the amounts and rights referred to above and have identified you as co-insured and sole loss payee (in respect of any claim or series of connected claims in excess of £50,000 (other than in respect of any claim under any public liability and third party liability insurances) on the Policies;
- 3 we will not terminate or otherwise allow any of the Policies to lapse without giving you at least 30 days' prior written notice;
- 4 we have not received notice of the creation of any other assignment of or any security over rights or proceeds arising under the Policies in favour of any third party or the creation of any other third party interest in those rights or proceeds;
- 5 we will notify you, the Security Agent, at least 30 days before the Policy is due to expire, if we have not received [insert name of relevant Chargor]'s renewal instructions in relation to such Policy;
- 6 we agree that no term of the Policies may be amended, supplemented or waived without your prior written consent;
- 7 we agree to notify you if [insert name of relevant Chargor] breaches the terms of any Policy or otherwise gives us grounds to declare any Policy void or voidable and, where the breach is capable of being remedied, to allow you or your agents to remedy the relevant breach; and

8 we have not claimed or exercised, and have no outstanding right to claim or exercise, any right of set-off or counterclaim, or other right, in relation to any sum paid or payable under the Policy.

All terms used in this letter have the same meaning as in the Notice.

This acknowledgment is shall be governed by and construed in accordance with English law.

Yours faithfully

.....
For and on behalf of

[Name of insurance company]

SCHEDULE 7 – SHARES

Chargor	Name of Company	Description of Shares (class and nominal value)	Number of Shares
Integrum Care – Clearbrook Limited	Betsy Clara and Southdowns Ltd	Ordinary shares of £1.00 each	2
Integrum Care – Clearbrook Limited	Integrum Care Group Limited	226.839378 ordinary shares of £1.00 each	226.839378
Integrum Care Group Limited	Hythe Care Homes Limited	A Ordinary shares of £1.00 each	1,000
Integrum Care Group Limited	Hythe Care Homes Limited	B Ordinary shares of £1.00 each	1,000
Integrum Care Group Limited	Hythe Care Homes Limited	C Ordinary shares of £1.00 each	1,000
Integrum Care Group Limited	Hythe Care Homes Limited	Ordinary shares of £1.00 each	1,000
Hythe Care Homes Limited	Integrum Care Limited	A Ordinary shares of £0.0001 each	2,175,086
Hythe Care Homes Limited	Integrum Care Limited	B Ordinary shares of £0.00010014 each	21,970
Integrum Care Limited	Galleon Care Homes Limited	A Ordinary shares of £1.00 each	367
Integrum Care Limited	Galleon Care Homes Limited	B Ordinary shares of £1.00 each	367
Hythe Care Homes Limited	Holly Close & Mulberry Court Management Co. Limited	Ordinary shares of £1.00 each	2
Hythe Care Homes Limited	Premium Healthcare Limited	Ordinary shares of £1.00 each	500
Hythe Care Homes Limited	Premium Healthcare Limited	A Ordinary shares of £1.00 each	500
Hythe Care Homes Limited	Saltwood Care Centre Ltd	Ordinary shares of £1.00 each	101

SCHEDULE 8 – CHARGORS

Company Name	Jurisdiction of Incorporation	Registered Number
Integrum Care – Clearbrook Limited	Jersey	127356
Betsy Clara and Southdowns Ltd	England	02808013
Integrum Care Group Limited	Jersey	127364
Hythe Care Homes Limited	England	07672443
Integrum Care Limited	England	11587608
Galleon Care Homes Limited	England	00717017
Holly Close & Mulberry Court Management Co. Limited	England	03358008
Premium Healthcare Limited	England	03802128
Saltwood Care Centre Ltd	England	04598899