



**Registration of a Charge**

Company name: **PORTHAVEN FINANCE LIMITED**

Company number: **07677751**



X9ZSWTSB

Received for Electronic Filing: **08/03/2021**

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**Details of Charge**

Date of creation: **02/03/2021**

Charge code: **0767 7751 0002**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**ALLEN & OVERY LLP**



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

Company number: 7677751

Charge code: 0767 7751 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2021 and created by PORTHAVEN FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2021 .

Given at Companies House, Cardiff on 9th March 2021

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**

# **CONFIRMATORY SECURITY AGREEMENT**

**DATED 2 MARCH 2021**

**THE ENTITIES LISTED IN SCHEDULE 1  
as Chargors**

**and**

**CBRE LOAN SERVICES LIMITED  
as Security Agent**

**relating to  
A PORTFOLIO OF UK CARE HOMES**

**ALLEN & OVERY**

**Allen & Overy LLP**

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THIS DEED is dated 2 March 2021 and is made BETWEEN:

- (1) THE ENTITIES listed in Schedule 1 (The Chargors) as Chargors (the **Chargors** and each a **Chargor**); and
- (2) **CBRE LOAN SERVICES LIMITED** (the **Security Agent**) as security agent and trustee for the Secured Parties (as defined in the Facility Agreement).

**BACKGROUND:**

- (A) Pursuant to a security agreement dated 7 November 2017 between the Chargors and the Security Agent (the **Original Security Agreement**), the Chargors created security interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Transaction Obligor to any Secured Party under the Finance Documents (as amended or supplemented).
- (B) The Facility Agreement has been amended by an amendment and restatement agreement dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Amendment and Restatement Agreement**).
- (C) The Chargors and the Security Agent consider that the security interests created by the Chargors under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) The Security Agent acknowledges:
  - (a) the existence of the Intra-Group Charges (as defined below); and
  - (b) that the security created under this Deed over the assets of each Chargor whose assets are also charged under the terms of an Existing Intra-Group Charge shall rank second in priority to the security created under the relevant Existing Intra-Group Charge over the same assets.
- (E) This Deed is supplemental to the Original Security Agreement.
- (F) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

- (a) In this Deed, the following terms have the stated meanings:
  - (i) **Existing Intra-Group Charge** means each charge listed in Part 3 (New OpCo Leases) of Schedule 3 (OpCo Leases and Intra-Group Charges).
  - (ii) **Existing OpCo Lease** means each lease listed in Part 1 (Existing Opco Leases) of Schedule 3 (Opco Leases and Intra-Group Charges).

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- (iii) **Intra-Group Charge** means each Existing Intra-Group Charge and each New Intra-Group Charge.
  - (iv) **New OpCo Lease** means each lease listed in Part 2 (New OpCo Leases) of Schedule 3 (OpCo Leases and Intra-Group Charges)
  - (v) **New Intra-Group Charge** means the each charge listed in Part 4 (New Intra-Group Charges) of Schedule 3 (OpCo Leases and Intra-Group Charges)
  - (vi) **OpCo Lease** means each lease listed in Part 1 of Schedule 3 (OpCo Leases and Intra-Group Charges).
  - (vii) **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document including those obligations and liabilities as they are amended by the Amendment and Restatement Agreement.
  - (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
  - (c) The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
  - (d) Any reference in this Deed to:
    - (i) a **Finance Document** or other agreement or instrument includes (without prejudice to any restriction on amendments) any amendment to that Finance Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;
    - (ii) any **rights** in respect of an asset include all amounts and proceeds paid or payable, all rights to make any demand or claim, and all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
    - (iii) any **share, stock, debenture, bond or other security or investment** includes:
      - (A) any dividend, interest or other distribution paid or payable; and
      - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- in each case, in relation to that share, stock, debenture, bond or other security or investment;
- (iv) the term **this Security** means any security created by this Deed; and
  - (v) an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
  - (e) Any covenant of the Chargors under this Deed (other than a payment obligation) remains in force during the Security Period.

- (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported 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.
- (g) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document 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.
- (h) Unless the context otherwise requires, a reference to a **Security Asset** includes the proceeds of any disposal of that Security Asset.
- (i) Notwithstanding anything to the contrary set out in this Deed, nothing in this Deed shall prohibit any action, or the Chargor otherwise dealing in relation to any asset the subject of this Deed, that is expressly permitted by the terms of the Facility Agreement.

## **1.2 Third party rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) All the security created under this Deed:
  - (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities; and



- (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Save for each New Intra-Group Charge over which this Deed purports to take a first ranking security interest, where this Deed purports to create a first ranking security interest that security interest will be a second ranking security interest ranking subject to the equivalent security interest created by the Original Security Agreement until such time as the security interest created by the Original Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant security interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

## 2.2 Land

- (a) Each Chargor charges:
  - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it save for:
    - (A) the leasehold property owned by an OpCo and subject to an OpCo Lease; or
    - (B) the leasehold property subject to the Head Office Lease;
 this includes the real property (if any) specified in Schedule 2 (Real Property); and
  - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property owned by it save for:
    - (A) the leasehold property owned by an OpCo and subject to an OpCo Lease; or
    - (B) the leasehold property subject to the Head Office Lease.
- (b) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property to the extent owned by that Chargor; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of that Chargor in respect of that property or any monies paid or payable in respect of those covenants.

## 2.3 Securities

- (a) Each Chargor charges by way of a first legal mortgage all its Membership Interests, shares (including without limitation all of the shares in the share capital of any member of the Group), stocks, debentures, bonds or other securities or investments owned by it or held by any nominee or trustee on its behalf.

- (b) Other than as effectively mortgaged under paragraph (a) above, each Chargor charges by way of a first fixed charge all its Membership Interests, shares (including without limitation all of the shares in the share capital of any member of the Group), stocks, debentures, bonds or other securities or investments owned by it or held by any nominee or trustee on its behalf.
- (c) Other than as effectively mortgaged or charged under paragraphs (a) or (b) above, each Chargor assigns absolutely all its present and future rights and benefits in respect of its Membership Interests, including all moneys which at any time may be or become payable to it and the proceeds of any claims, awards and judgments which at any time may be or become receivable by it pursuant thereto.
- (d) Porthaven Properties Limited confirms for the purposes of Clause 16 (Assignment of members' interests) of the Members' Agreement that it consents to the above charges and/or assignments of Membership Interests.

#### **2.4 Plant and machinery**

Each Chargor charges by way of a first fixed charge all plant and machinery owned by that Chargor and its interest in any plant or machinery in its possession.

#### **2.5 Credit balances**

Each Chargor charges by way of a first fixed charge all of its rights in respect of any account (including any account contemplated by the Facility Agreement or this Deed) it has with any person, any amount standing to the credit of that account and the debt represented by that account.

#### **2.6 Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

#### **2.7 Insurances**

Each Chargor charges by way of a first fixed charge all of its rights in respect of any contract or policy of insurance relating to any Security Asset taken out by it or on its behalf or in which it has an interest but excluding any rights under any liability insurance contract or policy in respect of liabilities of that Chargor to third parties.

#### **2.8 Hedging**

Each Chargor assigns absolutely all of its rights under any Hedging Agreements *provided that*, following a release in accordance with Clause 22 (Release) of the Original Security Agreement as incorporated into this Deed by Clause 3 (Incorporation), the Security Agent shall re-assign the relevant Hedging Agreements to that Chargor (or as it shall direct).

## **2.9 Relevant Contracts**

- (a) Each Chargor assigns absolutely all of its rights under a Relevant Contract and in respect of all amounts payable under a Relevant Contract save for a Construction Contract, or collateral warranty relating to a Construction Contract, where assignment is prohibited *provided that* following a release in accordance with Clause 22 (Release) of the Original Security Agreement as incorporated into this Deed by Clause 3 (Incorporation), the Security Agent shall re-assign the Relevant Contract to that Chargor (or as it shall direct).
- (b) Each Chargor charges by way of first fixed charge all of its rights and all amounts payable under a Construction Contract, or collateral warranty relating to a Construction Contract, under which assignment is prohibited.

## **2.10 Intra-Group Charges**

Each Chargor charges:

- (a) at law with the payment of the Secured Liabilities, the indebtedness secured by the Intra-Group Charges; and
- (b) by way of a first fixed charge the Intra-Group Charges and all rights arising under them or relating to them.

## **2.11 Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital.

## **2.12 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause, save for:
  - (i) each OpCo's rights under an OpCo Lease;
  - (ii) the leasehold property owned by an OpCo and subject to an OpCo Lease;
  - (iii) each Vendor Security Agreement; and
  - (iv) the leasehold property subject to the Head Office Lease.

- (b) Except as provided below, the Security Agent may by written notice to the relevant Chargor convert the floating charge created by this Clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
  - (i) an Event of Default:
    - (A) has occurred and is continuing; and
    - (B) the Security Agent has given notice to the relevant Chargor of its intention to exercise any of its rights under this Deed; or
  - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets that are subject to it if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### 3. INCORPORATION

The provisions of clause 3 (Representations - General) to 22 (Release) (inclusive) (other than clause 5.6 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, provided that:

- (a) for the purpose of clause 7.3, clause 8, clause 9 and clause 10, unless an Event of Default has occurred and is continuing, the Chargors shall not be required to deliver any notice to, respectively, Account Banks, insurers, Hedge Counterparties or counterparties to Relevant Contracts if such notices have already been delivered to the same Account Banks, insurers, Hedge Counterparties or counterparties to Relevant Contracts pursuant to the terms of and in connection with the Original Security Agreement; and
- (b) Clause 3(a) above shall not apply to any Accounts, contracts of insurance, Hedging Arrangements or Relevant Contracts opened or entered into (as applicable) after the date of this Deed.

### 4. H.M. LAND REGISTRY

- (a) Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)"

- (b) In the case of the Intra-Group Charges, without limiting or detracting from the effects of clause 4.3 (Intra-Group Charges) of the Original Security Agreement, as an additional protection to the Security Agent, each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any OpCo Lease charged by an Intra-Group Charge registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] 2021 in favour of CBRE Loan Services Limited referred to in the charges register or their conveyancer. (Standard Form P)"

## **5. MISCELLANEOUS**

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

## **6. GOVERNING LAW**

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**  
**THE CHARGORS**

Chargor	Jurisdiction of incorporation	Registration number
Porthaven Group Holdings Limited	England and Wales	07677720
Porthaven Finance Limited	England and Wales	07677751
Porthaven Management Limited	England and Wales	07690757
Porthaven Property Limited	England and Wales	08286517
Porthaven Properties Limited	England and Wales	07690754
Porthaven Care Homes LLP	England and Wales	OC348553
Porthaven Care Homes Limited	England and Wales	07690737
Porthaven Properties No. 2 Limited	England and Wales	08167504
Porthaven Care Homes No. 2 Limited	England and Wales	08167625

**SCHEDULE 2**  
**REAL PROPERTY**

	<b>Property Description</b>	<b>Registered Proprietor</b>	<b>Title Number</b>
1.	Land known as Avondale Care Home, Gatehouse Road, Aylesbury	Porthaven Properties Limited	BM211324
2.	Land at Wiltshire Heights Care Home, 16 Cottle Avenue, Bradford on Avon	Porthaven Properties Limited	WT114719, WT8337, WT8339, WT8336, WT8338 WT302587 (long leasehold) WT302586 (long leasehold)
3.	Land known as 135 London Road, Buxton	Porthaven Properties Limited	DY264923
4.	Land on the north-east side of Chesham Lane, Chalfont St Peter, Gerrards Cross	Porthaven Properties No 2 Limited	BM388303
5.	Thirlestaine Park Care Home being land on the south side of Sandford Road, Cheltenham, GL53 7AL	Porthaven Properties No 2 Limited	GR372321
6.	Land at Penhurst School, New Street, Chipping Norton	Porthaven Properties No 2 Limited	ON315749
7.	Land known as Astbury Mere Care Home, Newcastle Road, Astbury, Congleton, CW12 4HP	Porthaven Properties Limited	CH583040
8.	Land on the west side of Cumberland Street, Macclesfield	Porthaven Properties Limited	CH596355
9.	Land at former Wiltshire Council Depot, Salisbury Road, Marlborough	Porthaven Properties No 2 Limited	WT412175
10.	Land known as Chiltern Grange Care Home, Stockwells Yard, Mill Lane, Stokenchurch,	Porthaven Properties	BM366587

	High Wycombe	Limited	
11.	Land on the south side of West Street, Farnham	Porthaven Properties No 2 Limited	SY494181
12.	Kidlington Care Home (at the Pits) The Moors, Banbury Road, Kidlington	Porthaven Properties No 2 Limited	ON104564
13.	31-35 Quarry Hill Road, Tonbridge	Porthaven Properties No 2 Limited	K338916
14.	Land and buildings lying to the North East side of Woodmansterne Road, Carshalton, SM5 4DS	Porthaven Properties No 2 Limited	SGL765827
15.	Land adjoining Haddon Hall Hotel, known as 135 London Road, Buxton, SK17 9XE	Porthaven Property Limited	DY264924



### SCHEDULE 3

#### OPCO LEASES AND INTRA-GROUP CHARGES

#### PART 1

#### EXISTING OPCO LEASES

	Leasehold property description	Date of Lease	Registered Proprietor/ Lessor	Title Number
1.	Avondale Care Home, Gatehouse Road, Aylesbury, HP19 8EH	14 October 2010	Porthaven Care Homes LLP	BM357284
2.	Wiltshire Heights Care Home, 16 Cottle Avenue, Bradford on Avon, BA16 1FD	14 March 2014	Porthaven Care Homes Limited	WT315907
3.	Haddon Hall Care Home, 135 London Road, Buxton, SK17 9NW	25 June 2014	Porthaven Care Homes Limited	DY485573
4.	Woodlands Manor Care Home, Micholls Avenue, Chalfont St Peter, SL9 0EB	15 December 2016	Porthaven Care Homes No.2 Limited	BM411308
5.	Thirlestaine Park Care Home, Humphris Place, Cheltenham, GL53 7AW	20 February 2015	Porthaven Care Homes No.2 Limited	GR392785
6.	Penhurst Gardens Care Home, New Street, Chipping Norton, OX7 5LN	7 July 2017	Porthaven Care Homes No.2 Limited	ON334429
7.	Astbury Mere Care Home, Newcastle Road, Astbury, Congleton, Cheshire, CW12 4HP	19 March 2010	Porthaven Care Homes LLP	CH595085
8.	Prestbury House Care Home, West Park Drive (off Cumberland Street), Macclesfield, Cheshire SK10 3GR	22 July 2011	Porthaven Care Homes LLP	CH605370
9.	Savernake View Care Home, Priory Court, Salisbury Road, Marlborough, SN8 4FE	20 February 2017	Porthaven Care Homes No.2 Limited	WT428162
10.	Chiltern Grange Care Home, Ibstone Road, Stokenchurch, HP14 3GG	21 June 2013	Porthaven Care Homes Limited	BM381605

**PART 2**  
**NEW OPCO LEASES**

	<b>Leasehold property description</b>	<b>Date of Lease</b>	<b>Registered Proprietor/ Lessor</b>	<b>Lessee</b>	<b>Landlord's Title Number</b>
1.	Leasehold land known as Tonbridge House, 36 Quarry Hill Road, Tonbridge demised pursuant to a lease dated on the date in the third column of this table and made between the parties in the fourth and fifth columns of this table and which is pending registration at Land Registry	25 February 2021	Porthaven Properties No 2 Limited	Porthaven Care Homes No 2 Limited	K338916
2.	Leasehold land known as Lincroft Meadow Care Home, The Moors, Kidlington demised pursuant to a lease dated on the date in the third column of this table and made between the parties in the fourth and fifth columns of this table and which is pending registration at Land Registry	25 February 2021	Porthaven Properties No 2 Limited	Porthaven Care Homes No 2 Limited	ON104564
3.	Leasehold land known as Lavender Oaks Care Home, 4 Metcalfe Avenue, Carshalton demised pursuant to a lease dated on the date in the third column of this table and made between the parties in the fourth and fifth columns of this table and which is pending registration at Land Registry	25 February 2021	Porthaven Properties No 2 Limited	Porthaven Care Homes No 2 Limited	SGL765827
4.	Leasehold land known as Bourne Wood Manor Care Home, West Street, Farnham demised pursuant to a lease dated on the date in the third column of this table and made between the parties in the fourth and fifth columns of this table and	25 February 2021	Porthaven Properties No 2 Limited	Porthaven Care Homes No 2 Limited	SY494181

	which is pending registration at Land Registry				
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**PART 3**  
**EXISTING INTRA-GROUP CHARGES**

	<b>Name of Chargee</b>	<b>Name of Intra-Group Chargor</b>	<b>Date of Charge</b>	<b>Description</b>
5.	Porthaven Properties Limited      No.2	Porthaven Care Homes No.2 Limited	7 November 2017	Fixed and floating charge; includes the following leasehold property:  (A)    Thirlestaine Park Care Home, Humphris Place, Cheltenham, GL53 7AW (registered at the Land Registry with title number GR392785);  (B)    Woodlands Manor Care Home, Micholls Avenue, Chalfont St Peter, SL9 0EB (registered at the Land Registry with title number BM411308);  (C)    Savernake View Care Home, Priory Court, Salisbury Road, Marlborough, SN8 4FE (registered at the Land Registry with title number WT428162); and  (D)    Penhurst Gardens Care Home, New Street, Chipping Norton, OX7 5LN (registered at the Land Registry with title number ON334429).
6.	Porthaven Properties Limited	Porthaven Care Homes Limited	7 November 2017	Fixed and floating charge; includes the following leasehold property:  (A)    Chiltern Grange Care Home, Ibstone Road, Stokenchurch, HP14 3GG (registered at the Land Registry with title number BM381605);

				<p>(B) Wiltshire Heights Care Home, 16 Cottle Avenue, Bradford on Avon, BA16 1FD (registered at the Land Registry with title number WT315907); and</p> <p>(C) Haddon Hall Care Home, 135 London Road, Buxton, SK17 9NW (registered at the Land Registry with title number DY485573).</p>
	Porthaven Properties Limited	Porthaven Care Homes LLP	7 November 2017	<p>Fixed and floating charge; includes the following leasehold property:</p> <p>(A) Prestbury House Care Home, West Park Drive (off Cumberland Street), Macclesfield, Cheshire SK10 3GR (registered at the Land Registry with title number CH605370);</p> <p>(B) Astbury Mere Care Home, Newcastle Road, Astbury, Congleton, Cheshire, CW12 4HP (registered at the Land Registry with title number CH595085); and</p> <p>(C) Avondale Care Home, Gatehouse Road, Aylesbury, HP19 8EH (registered at the Land Registry with title number BM357284).</p>

PART 4  
NEW INTRA-GROUP CHARGES

	Name of Chargee	Name of grantor of Intra-Group Chargor	Date of Charge	Description
1.	Porthaven Properties No 2 Limited	Porthaven Care Homes No 2 Limited	25 February 2021	<p>Fixed and floating charge; includes the following leasehold properties granted by leases dated 25 February 2021 and made between (1) Porthaven Properties No 2 Limited and (2) Porthaven Care Homes No 2 Limited in each case which is pending registration at Land Registry:</p> <p>(A) Bourne Manor Care Home, West Street, Farnham (the landlord's interest to which is registered at the Land Registry with title number SY494181);</p> <p>(B) Lincroft Meadow Care Home, The Moors, Kidlington the landlord's interest to which is (registered at the Land Registry with title number ON104564);</p> <p>(C) Lavender Oaks Care Home, Metcalfe Avenue, Carshalton (the landlord's interest to which is registered at the Land Registry with title number SGL765827); and</p> <p>(D) Tonbridge House, 26 Quarry Hill Road, Tonbridge (the landlord's interest to which is registered at the Land Registry with title number K338916).</p>

## SIGNATORIES

### Chargors

**EXECUTED AS A DEED by** )  
**PORTHAVEN GROUP HOLDINGS LIMITED** )  
acting by a director: )

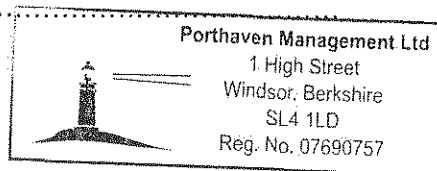
In the presence of:

Signature of director: .....

Signature of witness: .....

Name of witness: ...KATIE DE BRUIN

Address of witness: .....



Director

**EXECUTED AS A DEED by** )  
**PORTHAVEN FINANCE LIMITED** )  
acting by a director: )

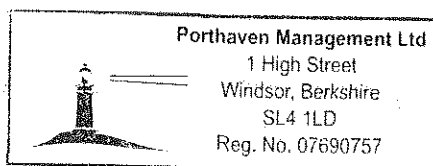
In the presence of:

Signature of director: ...

Signature of witness: ...

Name of witness: ...KATIE DE BRUIN

Address of witness: .....



Director

**EXECUTED AS A DEED by** )  
**PORTHAVEN MANAGEMENT LIMITED** )  
acting by a director: )

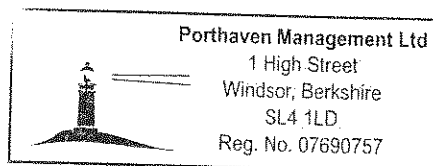
In the presence of:

Signature of director: .....

Signature of witness: .....

Name of witness: ...KATIE OE BRUIN

Address of witness: .....



Director

**EXECUTED AS A DEED by** )  
**PORTHAVEN PROPERTY LIMITED** )  
acting by a director: )

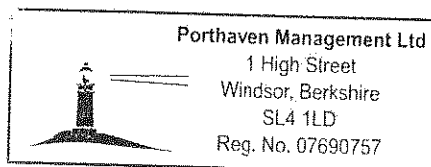
In the presence of:

Signature of director: ...

Signature of witness: ....

Name of witness: ...KATIE OE BRUIN

Address of witness: .....



Director



**EXECUTED AS A DEED by** )  
**PORTHAVEN PROPERTIES LIMITED** )  
acting by a director: )



Director

In the presence of:

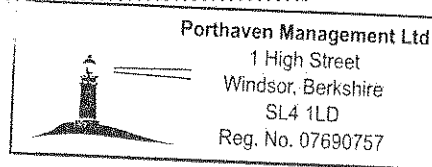
Signature of director: .....



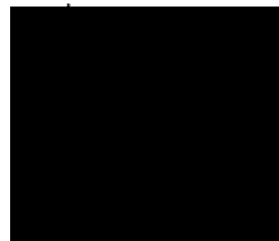
Signature of witness: .....

Name of witness: ...KATIE DE BRUIJN

Address of witness: .....



**EXECUTED AS A DEED by** )  
**PORTHAVEN CARE HOMES LIMITED** )  
acting by a director: )



Director

In the presence of:

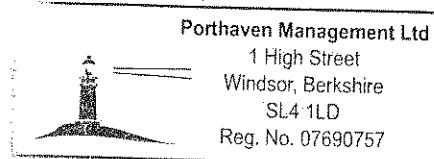
Signature of director: .....



Signature of witness: .....

Name of witness: ...KATIE DE BRUIJN

Address of witness: .....



**EXECUTED AS A DEED by** )  
**PORTHAVEN PROPERTIES NO. 2 LIMITED** )  
acting by a director: )

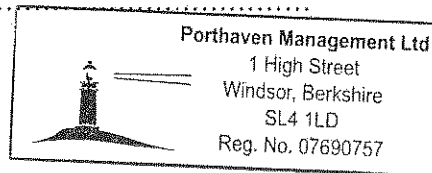
In the presence of:

Signature of director: .....

Signature of witness: .....

Name of witness: ...KATIE DE BRUIN

Address of witness: .....



Director

**EXECUTED AS A DEED by** )  
**PORTHAVEN CARE HOMES NO. 2 LIMITED** )  
acting by a director: )

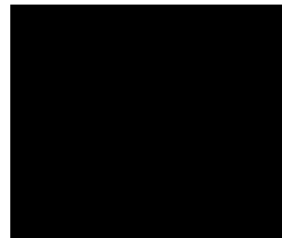
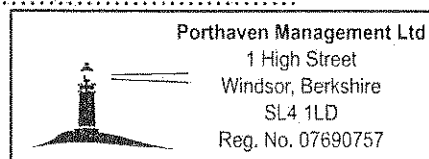
In the presence of:

Signature of director: .....

Signature of witness: .....

Name of witness: ...KATIE DE BRUIN

Address of witness: .....



Director

**EXECUTED AS A DEED by**  
**PORTHAVEN CARE HOMES LLP**  
acting by a member:

)  
)  
)



Member

In the presence of:

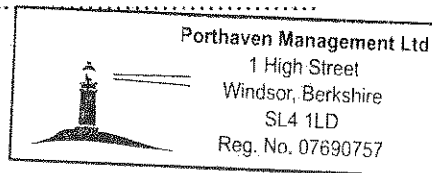
Signature of member: ....



Signature of witness: .....

Name of witness: ...KATIE DE BRUIN

Address of witness: .....



Security Agent

CBRE LOAN SERVICES LIMITED

By:...

PIOTR TOKARSKI  
Authorised Signatory

By:.....

In the presence of:

ANNA SPENNATI  
WITNESS