

MR01

Particulars of a charge



v 083572 / 13

A fee is payable with this form.
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

FRIDAY



A44 *A27LLDGX* 03/05/2013 #103
COMPANIES HOUSE

1 Company details

Company number 0 8 1 6 7 5 0 4
Company name in full Porthaven Properties No 2 Limited

2 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 9 20 04 20 13

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HSBC Bank Plc

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

CHFP025

04/13 Version 1.0

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKenna LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Andrew Parsons

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3544



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8167504

Charge code: 0816 7504 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2013 and created by PORTHAVEN PROPERTIES NO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2013

Given at Companies House, Cardiff on 9th May 2013



DATED

29 April

2013

(1) PORTHAVEN PROPERTIES NO 2 LIMITED

- and -

(2) HSBC BANK PLC

SHARE CHARGE

relating to shares in
Porthaven Care Homes No 2 Limited

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

..... *CMS Cameron McKenna LLP*

Date: *07 May 2013*

CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

HSBC 

HSBC Bank plc
70 Pall Mall, London, SW1Y 5EZ

THIS DEED is made on

29 April

2013

BETWEEN

- (1) **PORTHAVEN PROPERTIES NO 2 LIMITED** (registered in England and Wales (company number 08167504) whose registered office is at 1 High Street, Windsor, Berkshire, SL4 1LD (**You**), and
- (2) **HSBC BANK PLC** in its capacity as lender pursuant to the Facility Letter (as defined below) (including any transferees or assignees) (**Lender**)

1. DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

Terms defined in the Facility Letter shall have the same meaning in this Deed as in the Facility Letter and

Facility Letter means the facility letter dated on or about the date of this deed and made between you and the Lender,

Interest Rate means the rate of interest payable on any facility secured by the Security,

Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of you to the Lender,

Obligors shall have the meaning given to that term in the Facility Letter,

Receiver means a receiver and/or manager and/or an administrative receiver of any or all of your assets appointed by the Lender under the Security,

Security means the Security Interests created or intended to be created by or pursuant to this Deed,

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

Shares means the shares and associated rights referred to in clause 2 (*The Charge*)

1.2 Interpretation

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

- (a) **assets** includes present and future properties, revenues and rights of every description,
- (b) a **disposal** includes a lease, licence, transfer, sale or other disposal of any kind,
- (c) **includes** or **including** shall be read and construed as including the phrase **without limitation**,
- (d) when any provision of this Deed refers to an approval or consent by the Lender that provision shall be construed so as to require that consent or approval to be given in writing, and
- (e) the Facility Agreement or any other agreement or other document shall be construed as a reference to the Facility Agreement or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same
 - (i) there is an increase or decrease in any facility made available under the Facility Agreement or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable,
 - (ii) any additional, further or substituted facility to or for such facility is provided,

- (iii) any rate of interest, commission or fees or relevant purpose is changed,
 - (iv) the identity of the parties is changed,
 - (v) the identity of the providers of any security is changed,
 - (vi) there is an increased or additional liability on the part of any person, or
 - (vii) a new agreement is effectively created or deemed to be created
- (f) Until the obligations of all of the Obligors under the Facility Agreement are released by the Lender, each undertaking given in clause 5 (*General Undertakings*) by you shall be deemed not to have been breached under this Deed if such a breach would not be a breach under the Facility Agreement

1.3 Third party rights

Only a Receiver has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

1.4 Delivery

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this document take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand

2. NATURE OF SECURITY

All Security is created or made in favour of the Lender with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 as security for the payment and discharge of the Liabilities

3. THE CHARGE

You charge to the Lender by way of first fixed charge all of your rights in and to

- (a) the shares referred to in schedule 2 (if any), and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned by you or held by a nominee, trustee, fiduciary or clearance system on your behalf or in which you have an interest at any time

in each case, together with all dividends, distributions and other income paid or payable and all rights, monies or property accruing or offered at any time in relation to such assets whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

4. REPRESENTATIONS

4.1 General

You make the representations and warranties set out in this clause 4 (*Representations*) to the Lender on the date of this Deed and on each day the Liabilities are outstanding, provided that so long as any of the Obligors' obligations under the Facility Agreement remain outstanding, you shall be deemed to make such representations and warranties on each day that you make the equivalent representation under the Facility Agreement

4.2 Status

- (a) If you are a Company you are a limited liability corporation, duly incorporated and validly existing under the law of your jurisdiction of incorporation
- (b) You have the power to own your assets and carry on your businesses as they are being conducted

4.3 Binding obligations

- (a) Your obligations in this Deed are legal, valid, binding and enforceable obligations
- (b) The Security Interests which this Deed purports to create are valid and effective and are not liable to be avoided or otherwise set aside on your death, bankruptcy, liquidation or administration

4.4 Non-conflict with other obligations

The entry into and performance by you of your obligations under this Deed and the granting of the Security do not and will not conflict with

- (a) any law or regulation applicable to you,
- (b) (if you are a not an individual) your constitutional documents, or
- (c) any agreement or instrument binding upon you or any of your assets or constitute a default or termination event (however described) under any such agreement or instrument

4.5 Insolvency

As at the date of this Deed you are able to meet your debts as they fall due and are not otherwise deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or any analogous provision in any relevant jurisdiction

4.6 Title and ranking

- (a) You have a good and marketable title to and are the sole legal and beneficial owner of the Shares, which are fully paid
- (b) The Security has or will have first ranking priority and it is not subject to any prior ranking or *pari passu* ranking Security Interest
- (c) You have not entered into any agreement or option to dispose of the Shares other than as is contained in this Deed

4.7 Centre of main interest and establishments

For the purposes of The Council of the European Union Regulation No 1346/2000 on Insolvency Proceedings (the **Regulation**), your "*centre of main interest*" (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and you have no "*establishment*" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction

5. GENERAL UNDERTAKINGS

5.1 Negative covenants

You shall not

- (a) create or permit to subsist any Security Interest over the Shares without the consent of the Lender,
- (b) make any disposal of the Shares unless the Lender consents

5.2 Deposit of certificates and transfers

- (a) You must ensure that the following documents are deposited with the Lender
 - (i) all stock and share certificates and documents of title relating to the Shares,
 - (ii) transfers of the Shares duly completed in favour of the Lender or otherwise as the Lender may direct, and
 - (iii) any other documents which the Lender may from time to time require for perfecting title to the Shares (duly executed by or signed on behalf of the registered holder) or for vesting or enabling the Lender to vest those Shares in itself, its nominees or in any purchaser
- (b) You must execute such documents, pass such resolutions or take such other action as is necessary to protect the Lender's title to the Shares
- (c) You must ensure that all or any of the Shares are transferred into the name of the Lender, its nominee or agent on request

5.3 No share issues

You shall (to the extent within your power) ensure that without the Lender's prior consent, no company whose share capital includes or comprises the Shares will

- (a) issue or allot any shares or other securities or enter into or permit any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of that company's shares or other securities,
- (b) in any way modify the rights attached to any of the shares in its issued share capital,
- (c) increase, consolidate, sub-divide or reduce its share capital,
- (d) alter its memorandum or articles of association,
- (e) purchase its own shares or reduce its share capital, or
- (f) take any step to place itself in liquidation or administration or pass any resolution to wind itself up

5.4 Calls

You shall ensure all calls, instalments or other payments which may be made or become due in respect of the Shares are punctually met as and when the same become due from time to time

6. FURTHER ASSURANCE

You shall at your own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for

- (a) giving effect to, perfecting or protecting the Security,
- (b) facilitating the realisation of the Shares,
- (c) facilitating the exercise of all powers, authorities and discretions vested by this Deed in the Lender or in any Receiver, or
- (d) perfecting any Security over any Shares acquired by you after the date of this Deed

7. ENFORCEMENT

7.1 Remediating defaults

The Lender or a Receiver may (but is not obliged to) take any action to remedy a failure by you to observe and perform the provisions of this Deed at your cost

7.2 Timing of enforcement

- (a) For the purpose of all powers implied by the Law of Property Act 1925, such powers shall arise (and the Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed
- (b) The Security shall become enforceable on the earlier of
 - (i) the date the Lender demands repayment of any of the Liabilities,
 - (ii) the date you breach a provision of this Deed or any document evidencing the facilities to which the Liabilities relate, and
 - (iii) your request
- (c) Neither section 93(1) nor section 103 of the Law of Property Act 1925 shall apply to this Deed

7.3 Powers of the Lender

- (a) At any time after the Security becomes enforceable (or if so requested by you at any time), the Lender may without further notice (unless required by law)
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Shares, and/or
 - (ii) exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver, and/or
 - (iii) exercise (in your name) any voting rights and any powers or rights which may be exercised by you in relation to the Shares
- (b) The Lender is not entitled to appoint a Receiver in respect of any Shares which are subject to Security which (as created) was a floating charge solely by reason of a moratorium being

obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium)

7.4 No liability

Neither the Lender nor any Receiver shall be liable as a mortgagee in possession or otherwise to account in relation to the Shares for any loss on realisation or for any other default or omission. No exercise of the right in clause 7.1 (*Remedying defaults*) shall render the Lender or a Receiver a mortgagee in possession. Neither the Lender nor the Receiver is under any obligation to exercise any power or discretion enjoyed by it in relation to the Shares.

8. RECEIVER

8.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

8.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Shares and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

8.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

8.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Liabilities shall be capable of being applied by the Lender in discharge of the Liabilities.

8.5 Your agent

Any Receiver shall be your agent and you shall (subject to the Companies Act 1985 or the Companies Act 2006, as applicable, and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall not incur any liability (either to you or to any other person) by reason of the appointment of a Receiver or for any other reason.

9. POWERS OF RECEIVER

9.1 General powers

Any Receiver shall have

- (a) all the powers which are conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act,
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (c) all powers which are conferred by any other law conferring power on receivers.

9.2 Additional powers

In addition to the powers referred to in clause 9.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Shares and/or income in respect of which he was appointed,
- (b) to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (c) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Shares in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation
 - (i) the consideration for any such transaction may consist of cash, deeds or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (d) to carry out any sale, or other disposal of all or any part of the Shares by conveying, transferring or assigning the same in your name and, for that purpose, to enter into covenants and other contractual obligations in your name and so as to bind you,
- (e) to take any such proceedings in your name as he shall think fit in respect of the Shares and/or income in respect of which he was appointed (including proceedings for recovery of dividends or other monies in arrears at the date of his appointment),
- (f) to exercise any voting rights attached to any of Shares,
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (h) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (i) to
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of the Shares,
 - (ii) exercise in relation to the Shares all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Shares, and
 - (iii) use your name for any of the above purposes

9.3 Limitation

- (a) The Lender may in the instrument by which a Receiver is appointed limit the powers of the Receiver

- (b) The Receiver shall be under no duty to you to exercise any power he may have and shall not incur any liability to you either by virtue of the exercise of such powers or by virtue of a failure to exercise such powers

10. APPROPRIATION OF RECEIPTS

10.1 Application

- (a) Subject to clause 10.2 (*Suspense account*), any monies received by the Lender in respect of the Security (subject to the payment of any claims having priority to the Security, but in substitution for section 109(8) of the Law of Property Act 1925) shall be applied in the following order of priority
 - (i) in discharging the remuneration of any Receiver and all costs, charges and expenses of and incidental to his or her appointment, together with interest on that remuneration and those costs, charges and expenses at the Interest Rate,
 - (ii) in or towards payment or discharge of the Liabilities, and
 - (iii) in payment of the surplus (if any) to you or other person entitled to it
- (b) The Lender may apply sums received towards the payment or discharge of the Liabilities in reduction of any part of the Liabilities in any order or manner as it thinks fit. The Lender may override any appropriation made by you

10.2 Suspense account

Any monies received by the Lender or any Receiver may be placed in an interest bearing suspense or securities realised account and kept there for so long as the Lender considers prudent

11. SET-OFF

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by you and unpaid or any contingent obligation from you against any obligation (whether or not matured) owed by the Lender to you, regardless of the place of payment, booking branch or currency of either obligation
- (b) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

12. CURRENCY CONVERSION

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Liabilities in that other currency at the Lender's spot rate of exchange

13. NEW ACCOUNT

If the Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent Security Interest affecting some or all of the Shares or their proceeds of sale, then the Lender may open a new account for you. If it does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for your account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which the Security applies

14. CUSTODY

The Lender shall be entitled to provide for the safe custody by third parties of all documents deposited with it in connection with the Shares and shall not be responsible for any loss or damage to such documents unless such loss or damage occurs as a result of the wilful default or gross negligence of the Lender

15. DELEGATION AND APPOINTMENT OF ATTORNEYS

15.1 Delegation

- (a) The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under this Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit
- (b) The Lender shall not be liable or responsible to you for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates

15.2 Attorneys

- (a) By way of security, you irrevocably appoint the Lender, every Receiver and every delegate or sub-delegate appointed under clause 15.1 (*Delegation*) separately to be your attorney on your behalf, in your name
 - (i) to execute and do any documents, acts and things which you are required to execute and do under this Deed, and
 - (ii) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver
- (b) You must ratify and confirm and agree to ratify and confirm anything which any of your attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this clause 15.2 (*Attorneys*)

16. REDEMPTION OF PRIOR SECURITY INTERESTS

16.1 Redemption

The Lender may at any time redeem, or procure the transfer to it of, any prior Security Interest over any Security Assets at your cost

16.2 Costs of redemption

All principal monies, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under clause 16.1 (*Redemption*) shall be paid by you on demand, in each case together with interest calculated and in the manner referred to in clause 20 (*Indemnities*)

17. RELEASES

17.1 Releases conditional

- (a) Any release, settlement, discharge, re-assignment or arrangement in respect of the Security (in this clause 17 (*Releases*), a **release**) made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency

- (b) If any avoidance, reduction, or clawback occurs or any order is made as referred to in clause 17.1 (*Releases conditional*), then the release shall have no effect and shall not prejudice the Lender's right to enforce the Security in respect of the Liabilities. As between you and the Lender, the Security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Liabilities.

17.2 Retention

- (a) If and for so long as any assurance, security or payment as is mentioned in clause 17.1 (*Releases conditional*) remains in the reasonable opinion of the Lender susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Lender may in its absolute discretion retain all or part of the Security and other rights under this Deed as security for the Liabilities after they have been paid and discharged in full.
- (b) If, at any time while all or part of the Lender's rights under this Deed are so retained:
 - (i) an application is made to a competent court for a winding-up order to be made in respect of you,
 - (ii) steps are taken to wind you up,
 - (iii) an application is made to a competent court for an administration order to be made in respect of you,
 - (iv) a notice of intention to appoint an administrator to you is filed at court, or
 - (v) the appointment of an administrator to you takes effect, then the Lender may continue to retain all or part of its rights under this Deed for any further period as the Lender may determine in its absolute discretion.

18. CONTINUING SECURITY

18.1 Continuing security

The Security is continuing security and shall secure the ultimate balance of the Liabilities, notwithstanding

- (a) intermediate payment or discharge of the whole or part of the Liabilities,
- (b) your death, bankruptcy, liquidation or other incapacity or any change in your constitution, name or style,
- (c) any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person, or
- (d) any other event, matter or thing.

18.2 Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by you or otherwise) in favour of the Lender. Accordingly, your liability under this Deed shall not be prejudiced or affected by, and this Deed may be enforced notwithstanding

- (a) the existence or invalidity of all or any of those rights, or

- (b) at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights

19. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned

- (a) to enquire whether any of the Liabilities have become due or payable or remain unpaid or undischarged,
- (b) whether the power which the Lender or Receiver is purporting to exercise has become exercisable, or
- (c) to see to the application of any money paid to the Lender or to a Receiver

20. INDEMNITIES

You agree to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver)

- (a) as a result of your failure to perform any of your obligations under this Deed,
- (b) arising with the vesting of the Shares in the Lender or the re-vesting of the Shares in you on redemption of the Security,
- (c) in the exercise (or purported exercise) of any of the powers or other rights conferred by this Deed,
- (d) in respect of any costs, charges or expenses incurred in connection with clause 12 (*Currency conversion*),
- (e) in respect of the redemption of any prior Security Interest over the Shares under clause 16 (*Redemption of prior Security Interests*),
- (f) in respect of any other matter or thing done or omitted relating to the Shares,

together in each case with interest at the rate of four per cent (4%) above the base lending rate of the Lender from time to time calculated on a daily basis from the date it is incurred or becomes payable to the Lender or the Receiver until the date of payment, whether before or after any judgment

21. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by the Lender specifying the amount of the Liabilities is, in the absence of manifest error, conclusive evidence against you of the matters to which it relates

22. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

23. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against you shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

24. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if you and the Lender agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

25. TRANSFER AND CONFIDENTIALITY

25.1 Transfer

- (a) The Lender may assign and/or transfer its rights and obligations under this Deed.
- (b) You shall not assign any of your rights or transfer any of your obligations under this Deed.

25.2 Confidentiality

The Lender may disclose to

- (a) any transferee or potential transferee,
- (b) any assignee or potential assignee,
- (c) any person with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to or including the Liabilities,
- (d) any ratings agency,
- (e) any of its or the officers, directors, employees, professional advisers, auditors, partners and representatives of the persons referred to in sub-clauses 25.2(a) to (d), and
- (f) any person to whom information is required or requested to be disclosed by any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation.

such confidential information as the Lender shall consider appropriate if any person to whom the confidential information is to be given is informed in writing of its confidential nature.

26. MANAGEMENT TIME

The Lender reserves the right to charge for its management time or other resources (which will be calculated on the basis of such reasonable daily or hourly rates as the Lender may notify to you from time to time).

27. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

28. NOTICES

28.1 Communications in writing

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

28.2 Addresses

The Lender may deliver any communication, document or notice to you relating to this Deed to your registered office (for the attention of John Storey), to any address to which a notice under any facility relating to the Liabilities might be sent or any additional address you may notify to the Lender by not less than five business days' notice

28.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective 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 it at that address
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose)

29. GOVERNING LAW

This Deed and any non contractual obligations arising out of or in connection with it shall be governed by English law

30. ENFORCEMENT

30.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed and the Security Interests intended to be created by it) (a **Dispute**) and any non-contractual obligations arising out of or in connection with it
- (b) You agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly you will not argue to the contrary
- (c) This clause 30.1 is for the benefit of the Lender only. The Lender may take proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

IN WITNESS whereof you have executed this Deed as a deed and it has been delivered on the first date appearing on the first page of this Deed

SCHEDULE

The Shares

Number of Shares	Class of Shares	Company
100 (one hundred)	Ordinary shares	Porthaven Care Homes No 2 Limited

EXECUTION PAGE

SIGNED as a deed for and on behalf of

PORTHAVEN PROPERTIES NO 2 LIMITED

by

Name

Capacity

And with

Witness name

Witness address

THE LENDER

SIGNED for and on behalf of

HSBC BANK plc

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EXECUTION PAGE

SIGNED as a deed for and on behalf of

PORTHAVEN PROPERTIES NO 2 LIMITED

by

Name

Capacity

And witnessed by.

Witness name

Witness address

THE LENDER

SIGNED for and on behalf of

HSBC BANK plc

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