



Registration of a Charge

Company name: **PORTHAVEN PROPERTIES NO 2 LIMITED**

Company number: **08167504**



X61843NM

Received for Electronic Filing: **28/02/2017**

Details of Charge

Date of creation: **27/02/2017**

Charge code: **0816 7504 0015**

Persons entitled: **HSBC BANK PLC (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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: **HUW KNOTT, CMS CAMERON MCKENNA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8167504

Charge code: 0816 7504 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th February 2017 and created by PORTHAVEN PROPERTIES NO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2017 .

Given at Companies House, Cardiff on 1st March 2017

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



Companies House



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

DATE: 27 February 2017

SECURITY OVER AGREEMENTS

Between

PORTHAVEN PROPERTIES NO. 2 LIMITED
as Assignor

and

HSBC BANK PLC
as Security Trustee

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TABLE OF CONTENTS

| | | |
|-----|--------------------------------------------------|----|
| 1. | Definitions and Interpretation | 1 |
| | Definitions | 1 |
| | Construction | 2 |
| | Third Party Rights | 4 |
| 2. | Covenant to Pay | 4 |
| | Covenant to Pay | 4 |
| | Interest | 4 |
| 3. | Grant of Security | 4 |
| 4. | Perfection of Security | 4 |
| | Notice of Grant of Security | 4 |
| | Documents | 4 |
| 5. | Further Assurance | 5 |
| | Further Assurance | 5 |
| | Necessary Action | 5 |
| | Implied Covenants for Title | 5 |
| 6. | Representations | 5 |
| 7. | Undertakings | 5 |
| | General | 5 |
| | Negative Pledge | 5 |
| | Restriction on Disposals | 6 |
| | Performance of Relevant Agreements | 6 |
| | Preservation of Assigned Property | 6 |
| | Defence of Assigned Property | 6 |
| | Information and Notification | 6 |
| | Authorisations | 7 |
| | Compliance with Laws and Regulations | 7 |
| | Not Jeopardise Security | 7 |
| 8. | The Relevant Agreements and Related Rights | 7 |
| | Liability of Assignor | 7 |
| | Exercise of Rights and Powers | 7 |
| 9. | Enforcement of Security | 8 |
| | When Security becomes Enforceable | 8 |
| | Statutory Powers and Restrictions | 8 |
| | Redemption of Prior Mortgages | 9 |
| 10. | Appointment of Receiver | 9 |
| | Appointment | 9 |
| | Removal of Receiver | 9 |
| | Statutory Powers of Appointment | 9 |
| | Capacity of Receiver | 9 |
| | Remuneration of Receiver | 10 |
| 11. | Powers of Receiver | 10 |
| | General | 10 |

| | | |
|-----|-----------------------------------------------------|----|
| | Security Trustee's Powers..... | 10 |
| 12. | Discretions and Delegation | 11 |
| | Discretion | 11 |
| | Delegation | 11 |
| 13. | Power of Attorney | 11 |
| | Appointment and Powers | 11 |
| | Ratification..... | 11 |
| 14. | Protection of Purchasers | 11 |
| | Consideration | 11 |
| | Protection of Third Parties | 12 |
| 15. | Application of Proceeds | 12 |
| | Order of Application | 12 |
| | New Accounts..... | 12 |
| | Currency Conversion | 13 |
| 16. | No Liability | 13 |
| 17. | Set-Off | 13 |
| 18. | Effectiveness of Security | 13 |
| | Continuing Security | 13 |
| | Cumulative Rights | 14 |
| | Reinstatement..... | 14 |
| | No Security held by Assignor..... | 14 |
| 19. | Payments | 14 |
| | Manner of Payments | 14 |
| | No Set-off by Assignor | 14 |
| | Tax Gross-Up..... | 15 |
| 20. | Certificates and Determinations..... | 15 |
| 21. | Partial Invalidity | 15 |
| 22. | Remedies and Waivers..... | 15 |
| 23. | Counterparts..... | 15 |
| 24. | Assignment | 16 |
| 25. | Releases | 16 |
| 26. | Governing Law | 16 |
| | Schedule 1 Details of Relevant Agreements | 17 |
| | Schedule 2 Form of Notice of Grant of Security..... | 18 |
| | Part 1 – Form of Notice | 18 |
| | Part II Form of Acknowledgement | 19 |

THIS DEED is made on the 27th day of February

2017

BETWEEN:

- (1) **PORTHAVEN PROPERTIES NO. 2 LIMITED**, registered in England and Wales with company number 08167504, whose registered office is situate at 1 High Street, Windsor, Berkshire, SL4 1LD (the “Assignor”); and
- (2) **HSBC BANK PLC** as security trustee for itself and the Secured Parties (as defined below) (the “Security Trustee”).

WHEREAS:

- (A) The Assignor enters into this Deed in connection with a facilities agreement (the “Facilities Agreement”) dated 23 December 2014 and made between (1) Porthaven Management Limited (the “Company”), (2) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as borrowers, (3) the subsidiaries of the Company listed in Part I of Schedule 1 to the Facilities Agreement as guarantors, (4) HSBC Bank plc as mandated lead arranger (5) the financial institutions listed in Part 2 of Schedule 1 to the Facilities Agreement as lenders, (6) the financial institutions listed in Part 3 of Schedule 1 to the Facilities Agreement as hedge counterparties, (7) HSBC Bank plc as agent of the other Finance Parties and (8) the Security Trustee as amended and restated by an amendment and restatement deed dated on or about the date of this Deed.
- (B) The Board of Directors of the Assignor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the Assignor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Assigned Property**”: all the assets of the Assignor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

“**Delegate**”: any person appointed by the Security Trustee or any Receiver pursuant to Clauses 12.2 to 12.4 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

“**Expenses**”: all reasonable costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Assigned Property or the Secured Liabilities or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of the Assignor under the terms of this Deed) or by law in each case on a full indemnity basis.

“**Finance Documents**”: has the meaning given to such term in the Facilities Agreement and, for the avoidance, includes this Deed.

“Liability Period”: the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

“LPA”: the Law of Property Act 1925.

“Receiver”: a receiver or receiver and manager of the whole or any part or parts of the Assigned Property.

“Related Rights”: in relation to any Relevant Agreement:

- (a) the right to receive all moneys payable to or for the benefit of the Assignor under or in connection with that Relevant Agreement;
- (b) the right to make demands under, or compel or require performance of, that Relevant Agreement or otherwise exercise all rights, remedies and discretions arising under or in connection with that Relevant Agreement or available at law or in equity; and
- (c) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Assignor arising under or in connection with that Relevant Agreement.

“Relevant Agreements”: the agreements specified in Schedule 1 (*Details of Relevant Agreements*), as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, together with all documents which are supplemental to, or are expressed to be collateral with, or are entered into pursuant to or in connection with, any such agreements.

“Secured Liabilities”: all present and future indebtedness, moneys, obligations and liabilities of each Obligor to the Finance Parties under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under Clause 2.2 (*Interest*).

Construction

1.2 Any reference in this Deed to:

- 1.2.1 the **“Security Trustee”**, the **“Assignor”**, any **“Finance Party”**, the **“Company”**, any **“Obligor”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being appointed as additional security trustee pursuant to the Facilities Agreement;
- 1.2.2 **“assets”** includes present and future properties, revenues and rights of every description;
- 1.2.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or

- supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 Clause and Schedule headings are for ease of reference only.
- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
- 1.4.1 all rights under any agreement for sale in respect of that asset;
- 1.4.2 all warranties, guarantees, indemnities, security, covenants for title and/or representations and undertakings in respect of that asset; and
- 1.4.3 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset.
- 1.5 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
- 1.5.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
- 1.5.2 any additional, further or substituted facility to or for such facility is provided;
- 1.5.3 any rate of interest, commission or fees or relevant purpose is changed;
- 1.5.4 the identity of the parties is changed;
- 1.5.5 the identity of the providers of any security is changed;
- 1.5.6 there is an increased or additional liability on the part of any person; or
- 1.5.7 a new agreement is effectively created or deemed to be created.
- 1.6 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular Clause, Schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended or restated from time to time and any reference in this Deed to a “**Clause**” or a “**Schedule**” is, unless otherwise provided, a reference to a Clause or a Schedule of this Deed.
- 1.7 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.8 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.9 It is intended that this document shall take effect as and be a deed of the Assignor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.10 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

Third Party Rights

- 1.11 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

Terms of this Deed and the Facilities Agreement

- 1.12 Where there is any conflict between the terms of this Deed and the Facilities Agreement, the terms of the Facilities Agreement shall prevail as between the Assignor and the Finance Parties.

2. COVENANT TO PAY

Covenant to Pay

- 2.1 The Assignor covenants with the Security Trustee (as trustee for the Secured Parties) that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

Interest

- 2.2 The Assignor covenants with the Security Trustee to pay interest on any amounts due under Clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of any person) at the rate and in the manner specified in clauses 8.19 to 8.22 (*Default Interest*) of the Facilities Agreement, **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. GRANT OF SECURITY

The Assignor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Security Trustee (as trustee for the Secured Parties) absolutely by way of a first legal assignment all of its present and future right, title and interest in and to the Relevant Agreements and all their Related Rights.

4. PERFECTION OF SECURITY

Notice of Grant of Security

- 4.1 The Assignor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in giving a notice of assignment in the form set out in Part 1 of Schedule 2 (*Form of Notice of Grant of Security*) or in such other form as the Security Trustee may reasonably require, duly signed by or on behalf of the Assignor, to all or any of the persons (as the Security Trustee shall specify) party to the Relevant Agreements and shall use all reasonable endeavours to procure that each person on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in Schedule 2 or in such other form as the Security Trustee may reasonably require.

Documents

- 4.2 The Assignor shall, promptly upon the request of the Security Trustee from time to time, deliver to the Security Trustee a copy of each Relevant Agreement as is then in effect and all such other documents relating to the Assigned Property as the Security Trustee may reasonably require.

5. FURTHER ASSURANCE

Further Assurance

- 5.1 The Assignor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 5.1.1 perfect the security created or intended to be created in respect of the Assigned Property;
 - 5.1.2 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law;
 - 5.1.3 facilitate the realisation of the assets which form part of, or are intended to form part of, the Assigned Property; and/or
 - 5.1.4 create any legal assignment of any of the Assigned Property.

Necessary Action

- 5.2 The Assignor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Deed.

Implied Covenants for Title

- 5.3 The assignment made by the Assignor under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to the Assignor without, in each case, the benefit of Section 6(2) of that Act.

6. REPRESENTATIONS

- 6.1 The Assignor makes the Repeating Representations to each Finance Party on the date of this Deed.

7. UNDERTAKINGS

General

- 7.1 The undertakings in this Clause 7 and Clause 8 (*The Relevant Agreements and Related Rights*) remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 7.2 The Assignor shall not create or extend or permit to arise or subsist any Security, any trust or other third party right, interest or claim in, to or over all or any part of the Assigned Property (including, without limitation, any contractual right of set-off and any arrangement whereby rights are subordinated to the rights of a third party) or enter into any arrangement or transaction as described in clause 22.3.2 (*Negative Pledge*) of the Facilities Agreement in respect of any asset forming part of, or intended to form part of, the Assigned Property, other than as permitted under the Facilities Agreement.

Restriction on Disposals

- 7.3 The Assignor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, assign, transfer or otherwise dispose of the whole or any part of the Assigned Property, other than as permitted under the Facilities Agreement.

Performance of Relevant Agreements

- 7.4 The Assignor shall observe and perform all of the obligations assumed by it under or in connection with the Relevant Agreements and shall diligently enforce the observance and performance by each person party to any Relevant Agreement of all the obligations assumed by it under or in connection with that Relevant Agreement (including, without limitation, the payment of all amounts due from that person).

Preservation of Assigned Property

- 7.5 The Assignor undertakes that it shall not, without the prior written consent of the Security Trustee or except as expressly permitted under the Facilities Agreement:

- 7.5.1 amend, vary, supplement, substitute, replace or novate any Relevant Agreement;
- 7.5.2 waive any breach of the terms of any Relevant Agreement;
- 7.5.3 release, rescind or abandon any Relevant Agreement;
- 7.5.4 exercise any right to terminate any Relevant Agreement or repudiate any Relevant Agreement or otherwise treat itself as discharged or relieved from further performance of any of the obligations or liabilities assumed by it under or in connection with any Relevant Agreement;
- 7.5.5 exercise any right of set-off against any person party to any Relevant Agreement or suffer to arise any right of set-off or other adverse rights against the whole or any part of the Assigned Property; and/or
- 7.5.6 grant any time or other indulgence to, or waive, release, settle, compromise or abandon any liability of, or claim against, any person in connection with the Assigned Property or do or omit to do any other act or thing whereby the recovery in full of any moneys payable under or in connection with the Relevant Agreements or for the time being comprised in the Assigned Property may be delayed or impeded.

Defence of Assigned Property

- 7.6 The Assignor shall take all such steps as are necessary or expedient (including bringing or defending proceedings) to keep the Assigned Property in full force and effect and to protect or preserve the interests of the Assignor and the Security Trustee in the Assigned Property against the claims and demands of any person, all such steps to be taken at the expense of the Assignor.

Information and Notification

- 7.7 The Assignor shall promptly supply to the Security Trustee a copy of every notice or other communication given, made or, as the case may be, received by it concerning the Relevant Agreements promptly after its despatch or receipt.
- 7.8 The Assignor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Assigned Property and its compliance with the terms of this Deed and such further information regarding its financial condition, assets and operations as the Security Trustee may reasonably request.

- 7.9 The Assignor shall promptly notify the Security Trustee in writing of:
- 7.9.1 any default under any Relevant Agreement by itself or by any person party to any Relevant Agreement or if a serious risk of such a default occurs;
 - 7.9.2 any release, rescission or abandonment of any Relevant Agreement by itself or by any person party to any Relevant Agreement;
 - 7.9.3 any matter or event which may lead or cause any Relevant Agreement to be terminated or repudiated or which might make any Relevant Agreement ineffective or unenforceable; and/or
 - 7.9.4 any action, dispute, claim or demand made by or against it in connection with all or any part of the Assigned Property or of any fact, matter or circumstance which may with the passage of time give rise to such an action, dispute, claim or demand, together with its proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Security Trustee's approval of such proposals, implement them at its own expense.

Authorisations

- 7.10 The Assignor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Security Trustee of, any Authorisation required under any law or regulation of its jurisdiction of incorporation:
- 7.10.1 to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed; and
 - 7.10.2 to enable it to properly operate its business or to preserve, maintain or renew any Assigned Property.

Compliance with Laws and Regulations

- 7.11 The Assignor shall comply in all respects with all laws and regulations to which it or its business or any Assigned Property may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed.

Not Jeopardise Security

- 7.12 The Assignor undertakes that it shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed.

8. THE RELEVANT AGREEMENTS AND RELATED RIGHTS

Liability of Assignor

- 8.1 The Assignor undertakes and agrees with the Security Trustee that, notwithstanding the assignment contained in Clause 3 (*Grant of Security*), it shall remain liable to observe and perform all of the obligations assumed by it under or in connection with the Relevant Agreements and the Security Trustee shall not have or incur any obligation or liability under or in connection with the Relevant Agreements by reason of that assignment.

Exercise of Rights and Powers

- 8.2 At any time after the security constituted by this Deed has become enforceable, the Security Trustee shall be entitled to exercise, without notice to the Assignor, at any time or times and in

such manner as the Security Trustee shall think fit all or any of the rights, powers and remedies held by it as assignee of the Assigned Property and (without limitation) to:

- 8.2.1 collect, demand and receive or recover by legal process all or any moneys payable under or in connection with the Relevant Agreements or for the time being comprised in the Assigned Property and on payment to give an effectual discharge for them;
 - 8.2.2 exercise all such other rights, powers and remedies as the Assignor is then entitled to exercise in relation to the Assigned Property (or might, but for the terms of this Deed, exercise) to the exclusion of the Assignor (and the Assignor shall exercise all such rights, powers and remedies in accordance with the instructions of the Security Trustee); and
 - 8.2.3 do all such acts, deeds and things as the Security Trustee may consider necessary or proper in relation to any of the rights, powers and remedies referred to above.
- 8.3 Neither the Security Trustee nor its nominee(s) shall be under any duty to the Assignor or any other person to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Assigned Property or the adequacy of performance by any person party to any Relevant Agreement of any of its obligations under or in connection with that Relevant Agreement or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Assigned Property or to enforce any other rights, title, interests or claims assigned under this Deed or to which the Security Trustee may at any time be entitled pursuant to this Deed.

9. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 9.1 At any time after the occurrence of an Event of Default which is continuing, the security constituted by this Deed shall become immediately enforceable and the Security Trustee may, without notice to the Assignor or prior authorisation from any court, in its absolute discretion:
- 9.1.1 enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Assigned Property; and
 - 9.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, rights and discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

Statutory Powers and Restrictions

- 9.2 The power of sale or other disposal conferred on the Security Trustee or any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale and other powers conferred by Section 101 of the LPA. For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) on the date of this Deed.
- 9.3 Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

Redemption of Prior Mortgages

- 9.4 At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may:
- 9.4.1 redeem any prior Security over any Assigned Property; or
 - 9.4.2 procure the transfer of that Security to the Security Trustee; or
 - 9.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the Assignor).
- 9.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the Assignor to the Security Trustee and every Receiver on demand and shall be secured by this Deed.

10. APPOINTMENT OF RECEIVER

Appointment

- 10.1 At any time after the security constituted by this Deed has become enforceable or if the Assignor so requests the Security Trustee in writing (in which case the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to the Assignor appoint free from the restrictions imposed by Section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Assigned Property in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA.

Removal of Receiver

- 10.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):
- 10.2.1 remove any Receiver appointed by it; and
 - 10.2.2 may, whenever it deems it expedient, appoint any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

- 10.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Assigned Property.

Capacity of Receiver

- 10.4 Each Receiver shall be deemed to be the agent of the Assignor which shall be solely responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and for the payment of his remuneration.
- 10.5 The agency of each Receiver shall continue until the Assignor goes into liquidation and after that the Receiver shall act as principal. No Receiver shall at any time act as agent for the Security Trustee.
- 10.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the

powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

- 10.7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by Section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Deed, which shall be due and payable immediately upon its being paid by the Security Trustee.

11. POWERS OF RECEIVER

General

- 11.1 Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Assignor) have and be entitled to exercise, in relation to the Assigned Property (and any assets of the Assignor which, when got in, would be Assigned Property) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Assignor or in his own name and, in each case, at the cost of the Assignor):
- 11.1.1 all the powers, rights and discretions conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;
 - 11.1.2 all the powers, rights and discretions of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 and any of the same added to that Schedule after the date of this Deed (whether or not the Receiver is an administrative receiver);
 - 11.1.3 all other powers, rights and discretions conferred on receivers, or receivers and managers, under the provisions of the Insolvency Act 1986 or by any other law;
 - 11.1.4 all the powers and rights of an absolute beneficial owner of the Assigned Property and power to do or omit to do anything which the Assignor itself could do or omit to do; and
 - 11.1.5 the power to do all acts and things (including bringing or defending proceedings in the name of or on behalf of the Assignor) which he may consider incidental or conducive to any of the functions, rights, powers, authorities or discretions conferred on or vested in him or to the exercise of any of the rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed (including realisation of all or any part of the Assigned Property) or which he may consider desirable or necessary for bringing to his hands any assets of the Assignor constituting, or which when got in would constitute, Assigned Property.

Security Trustee's Powers

- 11.2 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Trustee in relation to any Assigned Property, irrespective of whether or not it has taken possession of any Assigned Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

12. DISCRETIONS AND DELEGATION

Discretion

- 12.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 12.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 12.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit. Any such delegation shall not preclude either the subsequent exercise of any right, power, authority or discretion by the Security Trustee or any Receiver itself or any subsequent delegation or revocation of any delegation.
- 12.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. POWER OF ATTORNEY

Appointment and Powers

- 13.1 The Assignor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required, at any time after the Security constituted by this Deed has become enforceable, for:
- 13.1.1 carrying out any obligation imposed on the Assignor by this Deed; and
 - 13.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Assigned Property).

Ratification

- 13.2 The Assignor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under Clause 13.1 (*Appointment and Powers*).

14. PROTECTION OF PURCHASERS

Consideration

- 14.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Assigned Property (including a disposal by a Receiver or Delegate to any subsidiary of the Assignor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 14.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:

- 14.2.1 whether the Secured Liabilities have become payable; or
- 14.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
- 14.2.3 whether any money remains due under the Finance Documents; or
- 14.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,

or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

15. APPLICATION OF PROCEEDS

Order of Application

- 15.1 Subject to clause 29.2 (*Prospective Liabilities*) of the Facilities Agreement, all moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall be held by the Security Trustee on trust to apply them at any time as the Security Trustee (in its discretion) sees fit to the extent permitted by law in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from any Chargor):

- 15.1.1 in discharging any sums owing to the Security Trustee, any Receiver or any Delegate;
- 15.1.2 in or towards payment of all costs and expenses incurred by the Agent or any Secured Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement; and
- 15.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Finance Parties in accordance with the order of application set out in clauses 32.8 and 32.10 (*Partial Payments*) of the Facilities Agreement.

- 15.2 Clause 15.1 (*Order of Application*) will override any appropriation made by the Assignor.

New Accounts

- 15.3 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Finance Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Assigned Property (other than as permitted by the Facilities Agreement), the Security Trustee and/or any other relevant Finance Party may open a new account with the Assignor.
- 15.4 If the Security Trustee and/or any other Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Assignor to the Security Trustee (whether in its capacity as trustee for the Secured Parties or otherwise) and/or any other Finance Party shall be credited or be treated as having been credited to the new account of the Assignor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 15.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Security Trustee and each other Finance Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Finance Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Finance Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Finance Party in respect of, any such currency conversion.

16. NO LIABILITY

Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of taking possession of any Assigned Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Assignor for anything, except actual receipts, or be liable to the Assignor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Assigned Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Assigned Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Assigned Property or the Finance Documents.

17. SET-OFF

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

18. EFFECTIVENESS OF SECURITY

Continuing Security

- 18.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 18.2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative, in addition to and independent of any other guarantee or Security now or subsequently held by the Security Trustee or any other Finance Party for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Assigned Property shall be superseded by, supersede or merge into, the security constituted by this Deed.

Reinstatement

- 18.3 If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or the Assignor or any Security for those obligations or otherwise) is made by the Security Trustee or any other Finance Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Assignor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 18.4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

No Security held by Assignor

- 18.5 The Assignor shall not take or receive any Security from any person in connection with its liability under this Deed. However, if any such Security is so taken or received by the Assignor:
- 18.5.1 it shall be held by the Assignor on trust for the Security Trustee (as trustee for the Secured Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 18.5.2 on demand by the Security Trustee, the Assignor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by the Assignor under this Clause 18.5.

19. PAYMENTS

Manner of Payments

- 19.1 The Assignor shall make all payments required to be made by it under this Deed available to the Security Trustee (unless a contrary indication appears in this Deed) for value on the due date at the time and in such funds specified by the Security Trustee as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Security Trustee specifies.

No Set-off by Assignor

- 19.2 All payments to be made by the Assignor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Tax Gross-Up

- 19.3 The Assignor shall make all payments to be made by it under this Deed without any deduction or withholding for or on account of Tax, unless such a deduction or withholding is required by law. The Assignor, promptly upon becoming aware that it must make such a deduction or withholding (or that there is any change in the rate or the basis of such a deduction or withholding), shall notify the Security Trustee accordingly.
- 19.4 If a deduction or withholding for or on account of Tax from a payment under this Deed is required by law to be made by the Assignor, the amount of the payment due from the Assignor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required.
- 19.5 If the Assignor is required to make a deduction or withholding for or on account of Tax from a payment under this Deed, the Assignor shall make that deduction or withholding and any payment required in connection with that deduction or withholding within the time allowed and in the minimum amount required by law. Within thirty days of making such a deduction or withholding or any payment required in connection with that deduction or withholding, the Assignor shall deliver to the Security Trustee evidence reasonably satisfactory to the Security Trustee that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

20. CERTIFICATES AND DETERMINATIONS

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

21. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

22. REMEDIES AND WAIVERS

- 22.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 22.2 Any amendment, waiver or consent by the Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one

and the same instrument. Delivery of an electronic counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

24. ASSIGNMENT

The Security Trustee may assign, charge or transfer all or any of its rights under this Deed without the consent of the Assignor. The Security Trustee may disclose any information about the Assignor and this Deed as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

25. RELEASES

Upon the expiry of the Liability Period (but not otherwise) and subject to Clauses 18.3 and 18.4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the Assignor, take whatever action is necessary to release the Assigned Property from the security constituted by this Deed.

26. GOVERNING LAW

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

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1

DETAILS OF RELEVANT AGREEMENTS

| Document | Date | Parties | Address for Notices |
|---------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------|--------------------------------------------|
| Fixed and floating charge relating to Savernake View, Priory Court, Salisbury Road, Marlborough SN8 4FE | 20 February 2017 | (1) The Assignor and (2) Porthaven Care Homes No. 2 Limited | 1 High Street, Windsor, Berkshire, SL4 1LD |

SCHEDULE 2

FORM OF NOTICE OF GRANT OF SECURITY

Part 1 – Form of Notice

To: [Name of party to Relevant Agreement]

Address: [●]

[Date]

Dear Sirs

HSBC Bank plc in its capacity as security trustee (the “**Security Trustee**”) and Porthaven Properties No. 2 Limited (the “**Company**”) **HEREBY GIVE NOTICE** that by an assignment contained in a security deed dated [●] and made between the Company and the Security Trustee (the “**Security Deed**”), the Company assigned absolutely by way of first legal assignment to the Security Trustee all of its present and future right, title and interest in and to the following agreement:

[describe agreement]

(the “**Agreement[s]**”) including, but not limited to, the right to demand and receive all moneys whatsoever payable to or for the benefit of the Company under or arising from the Agreement[s], all remedies provided for in the Agreement[s] or available at law or in equity in relation to the Agreement[s], the right to compel performance of the Agreement[s] and all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Agreement[s].

All moneys payable by you to the Company pursuant to the Agreement[s] shall be paid to such account of the Company with HSBC Bank plc as the Security Trustee may direct unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee.

Notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement[s] to perform all the obligations assumed by it under the Agreement[s] and neither the Security Trustee nor any receiver nor any delegate appointed by the Security Trustee or any such receiver shall be at any time under any obligation or liability to you under or in respect of the Agreement[s]. The Company shall also remain entitled to exercise all its rights, powers and discretions under the Agreement[s] and you should continue to give notices under the Agreement[s] to the Company in each case unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

Please note that, pursuant to the Agreement[s], the Company and the Security Trustee have agreed that the Company will not make or agree to make any amendments, variations or modifications to the Agreement[s] or waive any of its rights under the Agreement[s], without the prior written consent of the Security Trustee.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (ii) none of the instructions, authorisations or confirmations in this Notice of Assignment (the “**Notice**”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and

- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at [●] for the attention of [●].

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

Yours faithfully,

for and on behalf of

Porthaven Properties No. 2 Limited

Part II
Form of Acknowledgement

[on duplicate]

To: HSBC Bank plc

Address: [●]

Attention: [●]

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Assignment of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the assignment required pursuant to the Agreement[s] and agree to and confirm that:

- (a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement[s] as directed in the Notice and accept and will comply with the terms of the Notice;
- (b) we will send to you copies of any notices which we may give to the Company under the Agreement[s] at the same time as we send them to the Company;
- (c) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement[s] or any other notice relating to the Agreement[s]; and
- (d) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement[s] ("**Subsequent Party**") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

[Name of relevant counterparty to the Agreement[s]]

EXECUTION PAGE

THE ASSIGNOR

Executed as a deed by

PORTHAVEN PROPERTIES

NO. 2 LIMITED

on being signed by a Director in the presence
of:

[REDACTED]
(Director)

Witness signature:

Witness name:

C. L. IVE S. WELLS GRAVE.....

Witness address:

Witness occupation:

THE SECURITY TRUSTEE

HSBC BANK PLC as security trustee for itself and the Secured Parties

By:

EXECUTION PAGE

THE ASSIGNOR

Executed as a deed by

PORTHAVEN PROPERTIES

NO. 2 LIMITED

on being signed by a Director in the presence

of:

.....

(Director)

Witness signature:

.....

Witness name:

.....

Witness address:

.....

.....

Witness occupation:

.....

THE SECURITY TRUSTEE

HSBC BANK PLC as security trustee for itself and the Secured Parties

By:

