



Registration of a Charge

Company Name: **MARIA MALLABAND 14 LIMITED**

Company Number: **08649042**



Received for filing in Electronic Format on the: **03/11/2021**

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Details of Charge

Date of creation: **02/11/2021**

Charge code: **0864 9042 0002**

Persons entitled: **FDC DEBT LP ACTING BY ITS GENERAL PARTNER, FDC GENERAL PARTNER LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8649042

Charge code: 0864 9042 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2021 and created by MARIA MALLABAND 14 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd November 2021 .

Given at Companies House, Cardiff on 4th November 2021

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



Companies House



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

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DATED 2 November 2021

THE COMPANIES LISTED IN SCHEDULE 1 (as Original
Chargors) (1)

and

FDC DEBT LP acting by its general partner, **FDC
GENERAL PARTNER LIMITED** (as Lender) (2)

DEBENTURE

Squire Patton Boggs (UK) LLP
No 1 Spinningfields
1 Hardman Square
Manchester
M3 3EB
United Kingdom
DX 14347 Manchester 1
Reference MOI/FRO.064-10

014-5556-3408/6/EUROPE

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DATE 2 November 2021

PARTIES

- 1 **THE COMPANIES** whose name, registered number and registered office is set out in schedule 1 as original chargors (the "**Original Chargors**" and each an "**Original Chargor**"); and
- 2 **FDC DEBT LP** (established in England and Wales under registered number LP020217) whose registered office is at 11th Floor, 45 Church Street, Birmingham, West Midlands, B3 2RT acting by its general partner, **FDC GENERAL PARTNER LIMITED** (registered in England and Wales under registered number 11958527) whose registered office is at 11th Floor, 45 Church Street, Birmingham, West Midlands, B3 2RT (the "**Lender**").

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

Unless otherwise provided in this deed, terms defined in the Facilities Agreement shall have the same meaning where used in this deed. In addition, in this deed, unless the context otherwise requires, the following words shall have the following meanings:

"Accounts" means:

- (a) any account detailed in schedule 3 (*Accounts*) and Schedule 2 (*Accounts*) to any Debenture Accession Deed by which it has acceded to this deed in each case specified as belonging to it; and
- (b) all other accounts,

and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest;

"Additional Chargor" means any person which becomes a Chargor by executing a Debenture Accession Deed;

"Administrator" means a person appointed in accordance with Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property;

"Assigned Agreements" means any agreement designated in writing as an "Assigned Agreement" by an Original Chargor and the Lender;

"Banking Group" has the meaning given to that term in the Facilities Agreement;

"Charged Assets" means all the relevant Chargor's right, title and interest in the assets for the time being subject to the Security created by this deed (and references to the Charged Assets include references to any part of them);

"Chargor" means the Original Chargors or an Additional Chargor;

"Collection Account" means those accounts listed in Part I of schedule 3 part 1 (*Accounts*) together with any Account designated in writing as a Collection Account by an Original Chargor and the Lender;

"Declared Default" means an Event of Default in respect of which any notice has been issued or rights exercised by the Lender under clause 22.19 (*Acceleration*) of the Facilities Agreement;

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"Debts" all trade receivables owed to any Chargor and all related rights, including the benefit of any guarantees or insurances applicable to such receivables, all Collection Accounts and to the extent not included in the foregoing, all book and other debts, of any kind whatsoever, now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same;

"Debenture Accession Deed" means a deed substantially in the form of schedule 4 (*Form of Debenture Accession Deed*);

"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same;

"Facilities Agreement" means the facilities agreement dated on or around the date of this deed between (1) Maria Mallaband Care Group Limited (as Borrower), (2) the Original Chargors (as Original Guarantors) and (3) the Lender (as Lender) (as the same may be amended, supplemented, novated and/or restated from time to time);

"Floating Charge Assets" means all the assets for the time being subject to the floating charge created by this deed (and references to the Floating Charge Assets include references to any part of it);

"Goodwill" means all goodwill now or at any time hereafter (and from time to time) of or in a Chargor;

"Impact Leases" means those lease agreements entered into by an Original Chargor and Impact REIT plc and its Subsidiaries from time to time, including Impact Property 4 Limited and Hollyblue Healthcare (Countrywide) Limited, in respect of the demise as set out therein;

"Insolvency Event" means the occurrence of any of the events or circumstances set out in Clauses 22.6 (*Insolvency*) to 22.8 (*Creditors' process*) (inclusive) of the Facilities Agreement;

"Insurance Policies" means all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest;

"Intellectual Property" means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Banking Group (which may now or in the future subsist);

"LPA" means the Law of Property Act 1925;

"Obligor" has the meaning given to that term in the Facilities Agreement;

"Pension Fund Interests" means all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pension fund;

"Properties" means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by any Chargor;

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"Property Interests" means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor;

"Receiver" means a person appointed by the Lender to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of any Chargor;

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006;

"Secured Liabilities" means all present and future liabilities and obligations at any time due, owing or incurred by each Obligor to the Secured Parties (or any of them) under or in connection with the Finance Documents, both actual and contingent and whether incurred solely or jointly, as principal or surety and/or in any other capacity (including for the avoidance of doubt, all monies covenanted to be paid under this deed);

"Secured Parties" means the Lender, a Receiver or any Delegate;

"Securities" means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof;

"Securities Issuer" means the issuer of any Securities;

"Security Period" means the period starting on the date of this deed and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"Uncalled Capital" means, in relation to a Chargor, all the uncalled capital now or at any time hereafter (and from time to time) of that Chargor; and

"Warning Notice" means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

1.2.1 Unless otherwise provided in this deed, the provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this deed as though they were set in full in this deed, *mutatis mutandis*.

1.2.2 In this deed (unless the context requires otherwise) any reference to:

1.2.2.1 each Chargor, each Obligor, each Secured Party, any Securities Issuer, any Administrator or Receiver or any other person shall be construed so as to include their successors in title, permitted assigns, permitted transferees and (in the case of any Administrator or Receiver) lawful substitutes and/or replacements;

1.2.2.2 a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms

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of any Finance Document or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Lender;

- 1.2.2.3 "assets" includes present and future properties, revenues and rights of every description;
- 1.2.2.4 the Security constituted by this deed becoming "enforceable" shall mean that the Security created under this deed has become enforceable under Clause 12.1 (*Enforcement events*);
- 1.2.2.5 "owned" includes having legal or equitable title to or a right to have legal or equitable title transferred;
- 1.2.2.6 "law" includes the common law, any statute, bye-law, regulation or instrument and any kind of subordinate legislation, and any order, requirement, code of practice, circular, guidance note, licence, consent or permission made or given pursuant to any of the foregoing;
- 1.2.2.7 a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 1.2.2.8 a time of day is a reference to London time;
- 1.2.2.9 any gender includes a reference to the other genders;
- 1.2.2.10 the singular includes a reference to the plural and vice versa; and
- 1.2.2.11 a Clause or Schedule is to a clause or schedule (as the case may be) of or to this deed.
- 1.2.3 Clause and Schedule headings are for ease of reference only.
- 1.2.4 In the event of a conflict between the terms of the Facilities Agreement and the terms of this deed, the terms of the Facilities Agreement shall, to the extent of such conflict, prevail.

1.3 **Nature of security over real property**

A reference in this deed to any freehold, leasehold or commonhold property includes:

- 1.3.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property, but excluding any fixtures which a tenant would be entitled to remove from any such property at the expiration of any occupational lease or sooner;
- 1.3.2 the proceeds of sale of any part of that property; and
- 1.3.3 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.4 **Secured Liabilities**

References in this deed to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in

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isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing.

2 **Covenant to pay; Further advances**

2.1 **Covenant to pay**

2.1.1 Each Chargor hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due in accordance with the terms of the Finance Documents, whether by acceleration or otherwise, including interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities.

2.1.2 Every payment by a Chargor or another Obligor of a Secured Liability which is made to or for the benefit of a Secured Party to which that Secured Liability is due and payable in accordance with the Senior Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1.1.

2.2 **Potential invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to pay*) nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this Clause, cause such covenant or Security to be unlawful under any applicable law.

2.3 **Further advances**

This deed secures further advances made under or pursuant to the terms of the Finance Documents and the Lender is, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances.

3 **Grant of security**

3.1 **Fixed security**

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee (subject to the Existing Security) hereby:

3.1.1 with the exception of the Impact Leases, grants to the Lender a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) opposite its name;

3.1.2 charges to the Lender, by way of first fixed charge, all its:

3.1.2.1 Properties, other than the Impact Leases, now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to Clause 3.1.1;

3.1.2.2 Properties acquired by it after the date of this deed;

3.1.2.3 Property Interests;

3.1.2.4 Equipment;

3.1.2.5 Securities;

3.1.2.6 Intellectual Property;

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- 3.1.2.7 Accounts;
 - 3.1.2.8 Debts;
 - 3.1.2.9 Pension Fund Interests;
 - 3.1.2.10 Goodwill and Uncalled Capital; and
 - 3.1.2.11 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to Clauses 3.1.1 to 3.1.4 inclusive;
 - 3.1.3 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
 - 3.1.4 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.
- 3.2 **Floating security**
- 3.2.1 **Floating charge**

As a continuing security for the payment or discharge of the Secured Liabilities, each Chargor with full title guarantee (subject to the Existing Security) hereby charges to the Lender, by way of first floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1.1 to 3.1.4 (*Fixed security*) inclusive.
 - 3.2.2 **Qualifying floating charge**

The floating charge created by this deed is a "**qualifying floating charge**" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
 - 3.2.3 **Automatic conversion of floating charge**

Notwithstanding anything express or implied in this deed (save for Clause 3.2.7 (*Moratorium*)), and without prejudice to any law which may have similar effect, if:

 - 3.2.3.1 an Administrator is appointed or the Lender receives written notice of an intention to appoint an Administrator by someone entitled to so appoint; or
 - 3.2.3.2 any Chargor creates or purports to create any Security (other than as permitted under the Facilities Agreement and subject to any applicable grace period contained therein) or any trust in favour of another person over any Floating Charge Asset; or
 - 3.2.3.3 any Chargor disposes or attempts to dispose of any Floating Charge Asset other than as permitted under the Facilities Agreement,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over all the Floating Charge Assets or, in the case of Clauses 3.2.3.2 and 3.2.3.3, over the relevant Floating Charge Asset.

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3.2.4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed (save for Clause 3.2.7 (*Moratorium*)), if:

- 3.2.4.1 a Declared Default has occurred; or
- 3.2.4.2 the Lender considers (acting reasonably) that any Floating Charge Assets are in danger of being seized or sold under any form of distress, attachment, execution or other legal process which constitutes an Event of Default pursuant to clause 22.8 (*Creditors' process*) of the Facilities Agreement,

the Lender may at any time thereafter, by written notice to a Chargor, convert the floating charge created by this deed with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the relevant Chargor specified in such notice (but without prejudice to the Lender's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Lender whatsoever).

3.2.5 Assets acquired after any floating charge conversion

Any asset acquired by any Chargor after any conversion of the floating charge created by this deed, in accordance with Clauses 3.2.3 (*Automatic conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) which but for such conversion would be subject to a floating charge shall, (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

3.2.6 Reconversion of fixed charge assets into floating charge assets

The Lender may at any time after any conversion of the floating charge created by this deed over any Charged Assets into a fixed charge in accordance with Clauses 3.2.3 (*Automatic Conversion of floating charge*) or 3.2.4 (*Conversion of floating charge by notice*) reconvert such fixed charge into a floating charge by notice to the relevant Chargor.

3.2.7 Moratorium

Unless section A52(4) of the Insolvency Act 1986 allows, the floating charge created by this deed may not be converted into a fixed charge solely by reason of:

- 3.2.7.1 the obtaining of a moratorium; or
- 3.2.7.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 of the Insolvency Act 1986.

3.3 Title documents

Subject to the Existing Security, each Chargor shall within five Business Days of the execution of this deed or in the case of an Additional Chargor within five Business Days of the date of the relevant Debenture Accession Deed (or, if later, the date of acquisition of the relevant Charged Assets or the relevant request from the Lender) deposit with the Lender (and the Lender shall during the continuance of this security be entitled to hold):

- 3.3.1 at any time after a Declared Default, all deeds and documents of title relating to the Charged Assets as the Lender may require; and

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- 3.3.2 whether or not a Declared Default has occurred all certificates relating to the Securities and such instruments of transfer in blank and other documents as the Lender may from time to time require.

3.4 Security notices

Subject to the Existing Security, each Chargor shall within ten Business Days of the execution of this deed (or, in the case of an Additional Chargor, within five Business Days of the date of the relevant Debenture Accession Deed) or, in the case of any Insurance Policy taken out, any Assigned Agreement entered into (or designated as such in accordance with this deed) or any Account opened, in each case by any Chargor after its execution of or accession to this deed, within five Business Days of the date (as applicable) on which such Insurance Policy is taken out, such Assigned Agreement is entered into (or designated as such) or such Account is opened:

- 3.4.1 give notice substantially in the form set out in part 1 of schedule 5 (*Form of notice to insurers*) to the relevant insurers of the assignment pursuant to Clause 3.1.3 (*Fixed security*) of its rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice will within 10 Business Days provide an acknowledgement to the Lender in the form set out in part 2 of schedule 5 (*Form of acknowledgement from insurers*);
- 3.4.2 give notice substantially in the form set out in part 1 of schedule 6 (*Form of notice to counterparties of Assigned Agreements*) to the other parties to the Assigned Agreements to which it is a party of the assignment pursuant to Clause 3.1.4 (*Fixed security*) of its rights and interest in and under the Assigned Agreements and use its reasonable endeavours to procure that each addressee of such notice will within 10 Business Days provide an acknowledgement to the Lender in the form set out in part 2 of schedule 6 (*Form of acknowledgement from counterparties to Assigned Agreements*); and
- 3.4.3 with the exception of any Accounts held with Barclays Bank PLC, give notice substantially in the form set out in part 1 of schedule 7 (*Form of notice of charge to third party bank*) to the banks, financial institutions and other persons of its charging to the Lender pursuant to Clause 3.1.2.7 (*Fixed security*) of its rights and interests under such accounts and use its reasonable endeavours to procure that each addressee of such notice will promptly provide an acknowledgement to the Lender in the form set out in part 2 of schedule 7 (*Form of acknowledgement from third party bank*).

4 Restrictions on dealing

4.1 Negative pledge and restriction on disposal

Each Chargor hereby covenants with the Lender that it will not at any time except in accordance with the terms of the Facilities Agreement or with the prior consent of the Lender:

- 4.1.1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets; or
- 4.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of, any interest in any Charged Assets.

4.2 Land Registry restriction

- 4.2.1 Subject to the Existing Security, in respect of any Property, (for the avoidance of doubt, but for the Impact Leases) registered at the Land Registry and

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charged by way of legal mortgage under this deed and/or any Debenture Accession Deed and/or pursuant to Clause 6.7.2 (*Property acquisitions*), each Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of FDC Debt LP acting by its general partner, FDC General Partner Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

- 4.2.2 Subject to the Existing Security, each Chargor authorises the Lender to make any application which (acting reasonably) it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its reasonable endeavours to assist with any such application made by or on behalf of the Lender. Each Chargor will notify the Lender in writing as soon as reasonably practicable following receipt by it of notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

5 Debts and Accounts

5.1 Preservation of debts

During the Security Period, each Chargor shall not, without the prior written consent of the Lender, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, all or any of the Debts save as hereinafter expressly provided or permitted under the Facilities Agreement.

5.2 Realising debts

During the Security Period, each Chargor shall:

- 5.2.1 collect in and realise all Debts in the ordinary course of its business, ensure the proceeds are paid directly into the Collection Accounts;
- 5.2.2 in the event that for reasons beyond the Chargor's control, the proceeds of a Debt are paid into an Account which is not a Collection Account, forthwith upon receipt pay the proceeds into a Collection Account and, pending that payment, hold those proceeds in trust for the Lender (in each case unless otherwise agreed with the Lender); and
- 5.2.3 if called upon so to do by the Lender following the occurrence of a Declared Default, execute a legal assignment of the Debts to the Lender in such terms as the Lender may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred in such terms as the Lender may require.

5.3 Accounts

- 5.3.1 All Accounts must be maintained with an Acceptable Bank.
- 5.3.2 Each Chargor shall notify the Lender (in writing) of the opening of any Account into which Debts are to be paid as soon as reasonably practicable once such Account has been opened.

5.4 **Withdrawals**

After the security constituted by this deed has become enforceable, each Chargor shall comply with any notice served by the Lender on that Chargor prohibiting it from withdrawing all or any monies from time to time standing to the credit of any of its Accounts except with the prior consent of the Lender. Prior to the security constituted by this deed becoming enforceable, each Chargor shall be free to deal with each Account in the ordinary course of its business and may open a new Account with any Account Bank provided that the other terms of this Deed are complied with in respect of such Accounts and shall be entitled to withdraw (or direct any transfer of) all or part of the monies in any Account at its sole discretion.

6 **Properties**

Each Chargor hereby covenants with the Lender that it will:

6.1 **Maintenance**

keep all buildings on each Property and all fixtures belonging to it thereon and therein in good and substantial repair and condition (fair wear and tear excepted);

6.2 **Preservation of property and fixtures**

not without the prior consent of the Lender

6.2.1 pull down or remove the whole or any material part of any buildings forming part of any Property; or

6.2.2 make any material change of use to any Property;

6.3 **Information**

6.3.1 within five Business Days after becoming aware thereof give full particulars to the Lender of any material notice, order, direction, designation, resolution or proposal having specific application to any Property or to the locality in which it is situated given or made by any planning authority or other public body or authority whatsoever.

6.4 **Compliance with obligations**

6.4.1 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subjected;

6.4.2 perform and observe all covenants and conditions on its part contained in any lease, agreement for lease, licence or other agreement under which any Property or part of any Property is held; and

6.4.3 promptly pay all taxes, fees, duties, rates, charges and other outgoings in respect of the Properties;

6.5 **Maintenance of interests in Properties**

not without the prior consent of the Lender (such consent not to be unreasonably withheld) or unless no restricted in the Facilities Agreement:

6.5.1 grant or agree to grant any licence or tenancy affecting any Property or part of a Property;

6.5.2 exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by ss.99 or 100 LPA; or

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6.5.3 in any other way dispose or agree to dispose of or surrender or create any legal or equitable estate or interest in any Property or any part thereof;

6.6 **Development restrictions**

not without the prior consent of the Lender (such consent not to be unreasonably withheld) carry out or permit or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of any Property; and

6.7 **Property acquisitions**

if it acquires any Property:

6.7.1 inform the Lender as soon as reasonably practicable following such acquisition, if the property is freehold or a leasehold with more than seven years left to expiry;

6.7.2 promptly if requested by the Lender acting reasonably, and after having obtained all necessary consents to granting the same, at the reasonable cost of that Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender over that Property in such form as the Lender may reasonably require ; and

6.7.3 comply with all registration requirements resulting from the acquisition of such Property and the creation of Security over such Property pursuant to this deed and the legal mortgage (or other Security) referred to above.

7 **Equipment**

Each Chargor hereby covenants with the Lender as follows:

7.1 **Maintenance of equipment**

to maintain the Equipment in good and serviceable condition (fair wear and tear excepted);

7.2 **Payment of equipment taxes**

promptly to pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment;

7.3 **Equipment information**

to give the Lender such information concerning the location, condition, use and operation of the Equipment as the Lender may require;

7.4 **Notice of Charge**

subject to the Existing Security, if so reasonably requested by the Lender after a Declared Default has occurred, to place and maintain on each item of Equipment, in a conspicuous place, a clearly legible identification plate containing the following wording:

“NOTICE OF CHARGE

This [*description of item*] and ancillary equipment is subject to a fixed charge dated [•] in favour of FDC Debt LP acting by its general partner, FDC General Partner Limited.”

8 **Intellectual Property**

Each Chargor hereby covenants with the Lender as follows:

8.1 **Preservation of rights**

subject to the Existing Security, to take all action to safeguard and maintain its present and future rights in or relating to the Intellectual Property necessary for the business of the relevant Chargor and, if requested to do so by the Lender (acting reasonably) after a Declared Default has occurred, to sign or use its reasonable endeavours to procure the signature of, and comply with all instructions of the Lender in respect of, any document required to make entries in any public register of Intellectual Property which either record the existence of this deed or the restrictions on disposal imposed by this deed; and

8.2 **Consents**

upon request by the Lender use reasonable endeavours to promptly obtain any consent required for the creation of a fixed charge over any Intellectual Property.

9 **Securities**

9.1 **Registration of Securities**

The Lender may, at any time following the occurrence of a Declared Default, cause any or all of the Securities to be registered in the name of the Lender or its nominee. Each Chargor agrees promptly to execute and deliver to the Lender all such transfers and other documents and do all such things as may be necessary to achieve such registration.

9.2 **Additional registration obligations**

Each Chargor hereby:

- 9.2.1 grants and agrees to use its reasonable endeavours to procure as necessary, all consents, waivers, approvals and permissions which are necessary, under the articles of association of any Securities Issuer or otherwise, for the transfer of the Securities to the Lender or its nominee or to a purchaser upon enforcement of this deed; and
- 9.2.2 agrees to procure the amendment of the share transfer provisions of each Securities Issuer's articles of association in such manner as the Lender may require in order to permit such a transfer upon enforcement of this deed.

9.3 **Dividends and voting rights prior to enforcement**

Until the security constituted by this deed becomes enforceable:

- 9.3.1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the relevant Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facilities Agreement;
- 9.3.2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Lender or its nominee shall, on request by the relevant Chargor, be released and paid to such Chargor;
- 9.3.3 the relevant Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the relevant Chargor provided that the exercise of such voting and other rights and powers would not materially prejudice the Lender's security under this deed or the value of the Securities or contravene any Finance Document; and
- 9.3.4 the Lender will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Lender or its nominee as the relevant Chargor may from time to time direct provided that acting in accordance with

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such directions would not prejudice the Lender's security under this deed or the value of the Securities or contravene any Finance Document.

9.4 Dividends and voting rights post enforcement

After the security constituted by this deed has become enforceable:

- 9.4.1 all dividends and other distributions paid in respect of the Securities and received by any Chargor shall be held on trust for the Lender and forthwith paid into a Collection Account or, if received by the Lender or its nominee, shall be retained by the Lender to be applied against the Secured Liabilities as proceeds of enforcement under this deed; and
- 9.4.2 (subject to service of notice on the relevant Chargor of the intention to do so for the purpose of preserving or realising the value of the relevant Securities) the Lender may exercise or direct the exercise (or refrain from exercising or directing the exercise) of all voting and other rights and powers attaching to the Securities as the Lender may in its absolute discretion think fit in order to recover amounts to apply against the Secured Liabilities by way of enforcement of this deed and each Chargor shall, and shall procure that its nominees shall, comply with any such directions from the Lender concerning the exercise of such rights and powers.

9.5 Warning Notice or Restrictions Notice

- 9.5.1 Each Chargor represents and warrants to the Lender that no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Securities and remains in effect as at the date of this deed.
- 9.5.2 Each Chargor shall comply with any notice served on it in respect of all or any part of the Securities pursuant to part 21A of the Companies Act 2006 within the timeframe specified in that notice and shall deliver a copy of any such notice to the Lender promptly upon receipt.

9.6 Additional undertakings

Each Chargor further undertakes to the Lender that it shall:

- 9.6.1 duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargors that the Lender shall be under no liability whatsoever in respect of any such calls, instalments or other moneys;
- 9.6.2 not without the Lender's prior consent or unless permitted under the Facilities Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities in a manner which could not be reasonably expected materially and adversely to affect the interests of the Lender under the Finance Documents (and forthwith to provide the Lender with a copy of such amendment);
- 9.6.3 ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will:
 - 9.6.3.1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than as permitted under the Facilities Agreement or where to do so would not be reasonably expected materially and adversely to affect the interests of the Lender under the Finance Documents);
 - 9.6.3.2 issue any new shares or stock (other than as permitted under the Facilities Agreement); or

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9.6.3.3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Lender or a Chargor in accordance with this deed after the security constituted by this deed has become enforceable; and

9.6.4 promptly give notice of this deed to any custodian of any Securities in any form which the Lender may reasonably require and use its reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Lender may reasonably require.

10 Representations and warranties

10.1 Representations and warranties

Each Chargor represents and warrants to the Lender, on the date of this deed (in the case of each Original Chargor) or on the date of the relevant Debenture Accession Deed (in the case of each Additional Chargor), unless notified to the Lender, as follows:

10.1.1 it is (except as permitted under the terms of the Finance Documents) the legal and beneficial owner of the Charged Assets;

10.1.2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them which claim is adverse to the interests of the Lender under the Finance Documents; and

10.1.3 subject to the Legal Reservations, this deed creates the Security it purports to create and is not liable to be amended or otherwise set aside on its liquidation or otherwise.

10.2 Repetition

The representations and warranties set out in Clause 10.1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing.

10.3 Notice of breach

Each Chargor will promptly upon becoming aware of the same give the Lender notice in writing of any breach of any representation or warranty set out in Clause 10.1 (*Representations and warranties*).

11 Power to remedy

11.1 If a Chargor is at any time in breach of any of its obligations contained in this deed, and that non-compliance has not been remedied within 10 Business Days of the Lender giving written notice to such Chargor requiring compliance, the Lender shall be entitled (but shall not be bound) to remedy such breach and each Chargor hereby irrevocably authorises the Lender and its agents to do all things necessary in connection therewith.

11.2 The rights of the Lender contained in this Clause 11 are without prejudice to any other rights of the Lender hereunder and the exercise by the Lender of its rights under this Clause shall not make the Lender liable to account as a mortgagee in possession.

12 Enforcement

12.1 Enforcement events

The security constituted by this deed shall become immediately enforceable if a Declared Default occurs.

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12.2 Statutory power of sale

The statutory power of sale shall arise on and be exercisable at any time after the execution of this deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose), provided that the Lender shall not exercise such power of sale until the security constituted by this deed has become enforceable.

12.3 Extension of statutory powers

12.3.1 Any restriction imposed by law on the power of sale (including under section 103 of the LPA) or on the right of a mortgagee to consolidate mortgages (including under section 93 of the LPA) does not apply to the security constituted by this deed and the Lender or any Receiver shall have the right to consolidate all or any of the security constituted by this deed with any other Security in existence at any time and to make any applications to the Land Registry in support of the same.

12.3.2 Any powers of leasing conferred on the Lender or any Receiver by law are extended so as to authorise the Lender or any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender or Receiver may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or section 100 of the LPA).

12.4 No obligation to enquire

No person dealing with the Lender, any Administrator or any Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire:

12.4.1 whether the security constituted by this deed has become enforceable;

12.4.2 whether any power exercised or purported to be exercised has become exercisable;

12.4.3 whether any money remains due under the Finance Documents;

12.4.4 as to the necessity or expediency of the stipulations and conditions subject to which any sale of any Charged Assets shall be made, or otherwise as to the propriety or regularity of any sale of any of the Charged Assets; or

12.4.5 how any money paid to the Lender, Administrator or Receiver, or its agents or brokers is to be applied.

12.5 No liability as mortgagee in possession

None of the Lender, any Administrator or any Receiver shall be liable:

12.5.1 to account as mortgagee in possession in respect of all or any of the Charged Assets; or

12.5.2 for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable unless directly caused by its gross negligence or wilful misconduct.

12.6 Power to dispose of chattels

After the security constituted by this deed has become enforceable, the Lender, any Administrator or any Receiver may dispose of any chattels or produce found on any Property as agent for the relevant Chargor and, without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce the Lender, the Administrator or the Receiver shall be indemnified by such Chargor against any liability

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arising from such disposal (unless such liability is as a result of gross negligence or wilful misconduct).

12.7 **Redemption of prior Security**

At any time after the security constituted by this deed shall have become enforceable the Lender may:

- 12.7.1 redeem any prior Security;
- 12.7.2 procure the transfer thereof to itself; and/or
- 12.7.3 settle and pass the accounts of the prior encumbrancer and any account so settled and passed shall be conclusive and binding on the relevant Chargor and all monies paid by the Lender to the prior encumbrancer in accordance with such accounts shall as from such payment be due from such Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

13 **Administrator and Receiver**

13.1 **Appointment of Administrator or Receiver**

At:

- (a) any time after the security constituted by this deed becomes enforceable;
- (b) any time after any corporate action or any other formal steps are taken or legal proceedings started by or in respect of any Obligor in each case with a view to the appointment of an Administrator; or
- (c) the request of the relevant Chargor,

the Lender may without further notice, under seal or by writing under hand of a duly authorised officer of the Lender:

- 13.1.1 appoint any person or persons to be an Administrator of any Chargor; or
- 13.1.2 appoint any person or persons to be a Receiver of all or any part of the Charged Assets of any Chargor; and
- 13.1.3 (subject to s section 45 of the Insolvency Act 1986) from time to time remove any person appointed to be a Receiver and appoint another in his place.

13.2 **Moratorium**

Unless section A52(4) of the Insolvency Act 1986 allows, the Lender is not entitled to appoint a Receiver solely by reason of:

- 13.2.1 the obtaining of a moratorium; or
- 13.2.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 Insolvency Act 1986.

13.3 **More than one appointment**

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

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13.4 Additional powers

- 13.4.1 The powers of appointing an Administrator or a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986 and the LPA or otherwise and shall be exercisable without the restrictions contained in section 109 of the LPA or otherwise.
- 13.4.2 The power to appoint an Administrator or a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

13.5 Agent of the relevant Chargor

- 13.5.1 Any Administrator or Receiver shall be the agent of the relevant Chargor and the relevant Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 13.5.2 No Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of an Administrator or Receiver.

13.6 Powers of Administrator and Receiver

A Receiver shall have (and shall be entitled to exercise), in relation to the Charged Assets over which he is appointed, and an Administrator shall have in addition to the powers he enjoys under Schedule B1 to the Insolvency Act 1986, the following powers (as the same may be varied or extended by the provisions of this deed):

- 13.6.1 (in respect of a Receiver) all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 13.6.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 13.6.3 all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any relevant Chargor itself could do or omit to do; and
- 13.6.4 the power to do all things which, in the opinion of the Administrator or Receiver (as appropriate) are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Administrator or Receiver pursuant to this deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any relevant Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Administrator or Receiver sees fit; and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the company seal of such Chargor)).

14 Amounts received**14.1 Application of proceeds**

Any Receiver shall apply all monies received by him (other than insurance monies):

- 14.1.1 first in paying all rents, taxes, duties, rates and outgoings affecting any Charged Assets;
- 14.1.2 secondly in paying all costs, charges and expenses of and incidental to his appointment and the exercise of his powers and all outgoings paid by him;
- 14.1.3 thirdly in paying his remuneration (as agreed between him and the Lender);

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14.1.4 fourthly in or towards discharge of the Secured Liabilities in such order and manner as provided for in the Finance Documents; and

14.1.5 finally in paying any surplus to the Chargors or any other person entitled to it.

14.2 **Section 109(8) Law of Property Act 1925**

Neither the Lender nor any Receiver or Administrator shall be bound (whether by virtue of section 109(8) of the LPA, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

14.3 **Currencies of denomination**

For the purpose of or pending the discharge of any of the Secured Liabilities the Lender may convert any monies received, recovered or realised by the Lender under this deed from their existing denominations and/or currencies of denomination into such other denominations and/or currencies of denomination as the Lender may think fit and any such conversion shall be effected at the then prevailing spot selling rate of exchange of Barclays Bank PLC.

14.4 **Suspense account**

All monies received recovered or realised by the Lender under this deed may at the discretion of the Lender be credited to any interest bearing suspense account and may be held in such account for so long as the Lender thinks fit pending the application from time to time (as the Lender shall be entitled to do as it may think fit) of such monies and accrued interest thereon (if any) in or towards the discharge of any of the Secured Liabilities.

14.5 **New accounts**

If the Lender receives notice of any subsequent charge or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the relevant Chargor in its books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of such Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities. If the Lender does not open a new account or accounts immediately on receipt of such notice then unless the Lender gives express notice to the contrary to the relevant Chargor as from the time of receipt of such notice by the Lender all payments made by the relevant Chargor to the Lender in the absence of any express appropriation by such Chargor to the contrary shall be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Liabilities.

14.6 **Lender set-off rights**

If the Lender shall have more than one account for any Chargor in its books the Lender may at any time after the security constituted by this deed has become enforceable or the Lender has received notice of any subsequent charge or other interest affecting all or any part of the Charged Assets and without prior notice forthwith transfer all or any part of the balance standing to the credit of any such account to any other such account which may be in debit but the Lender shall notify the relevant Chargor of the transfer having been made.

15 **Power of attorney and delegation**

15.1 **Power of attorney**

Following non-compliance with any provision of a Finance Document and where such non-compliance has subsisted for a period of at least 10 Business Days of the Lender giving written notice to such Chargor, each Chargor hereby by way of security irrevocably appoints the Lender and (jointly and severally) each and every Administrator or Receiver to be the attorney of such Chargor and in its name and on its behalf and as its act and deed or otherwise and at any time to sign, execute, seal, deliver, complete any blanks in and

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otherwise perfect any deed, transfer, assurance, agreement, instrument, notice or act which such Administrator or Receiver or the Lender may consider expedient in the exercise of any of his or its powers or in respect of such Chargor's obligations under this deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

15.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm:

15.2.1 all transactions entered into by the Lender and/or any Administrator or Receiver in the proper exercise of its or their powers in accordance with this deed; and

15.2.2 all transactions entered into by the Lender and/or any Administrator or Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

15.3 The Lender and any Administrator or Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this deed (including the power of attorney), on such terms and conditions as it or he shall see fit (provided that the delegate or delegates together shall have no more extensive powers than the Lender or such Administrator or Receiver hereunder) which shall not preclude exercise of these powers, authorities or discretions by it or him or any revocation of the delegation or subsequent delegation.

16 **Protection of security and further assurance**

16.1 **Independent security**

This deed shall be in addition to and independent of every other security or guarantee that the Lender or any other Secured Party may at any time hold for any of the Secured Liabilities. No prior security held by the Lender or any other Secured Party over the whole or any part of the Charged Assets shall merge in the security created by this deed.

16.2 **Continuing security**

Subject to clause 21 (*Release of security*), this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or discharge in whole or in part.

16.3 **No waivers; rights cumulative**

No failure to exercise, nor delay in exercising, on the part of the Lender or any Secured Party, any right or remedy under this deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any further or other exercise, or the exercise of any other right or remedy. The rights and remedies of the Lender and each Secured Party provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

16.4 **No Chargor set-off**

Each Chargor waives any right of set-off it may have now or at any time in the future in respect of the Secured Liabilities (including sums payable by such Chargor under this deed).

16.5 **Further assurance**

16.5.1 Each Chargor shall, promptly upon request by the Lender or any Receiver or Administrator, at its own expense, take whatever action the Lender or a Receiver or Administrator may reasonably require for:

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- 16.5.1.1 creating, perfecting or protecting any security intended to be created by or pursuant to this deed;
 - 16.5.1.2 facilitating the realisation of any Charged Asset;
 - 16.5.1.3 exercising any right, power or discretion conferred on the Lender, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset; or
 - 16.5.1.4 creating and perfecting security in favour of the Lender (equivalent to the security intended to be created by this deed) over any assets of any Chargor located in any jurisdiction outside England and Wales.
- 16.5.2 This includes:
- 16.5.2.1 the re-execution of this deed;
 - 16.5.2.2 the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; and
 - 16.5.2.3 the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Lender (or the Receiver or Administrator, as appropriate) may reasonably think expedient.

17 **Costs**

The provisions of clause 16 (*Costs and Expenses*) of the Facilities Agreement are incorporated into this deed as if set out in full *mutatis mutandis*.

18 **Miscellaneous**

18.1 **Certificates conclusive**

A certificate or determination by the Lender as to any amount or rate under this deed shall be prima facie evidence of that amount or rate in the absence of any manifest error.

18.2 **Limitations**

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Debenture Accession Deed executed by that Additional Chargor.

18.3 **Notice of assignment**

This deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Banking Group and contained in any other Finance Document.

18.4 **Financial collateral**

- 18.4.1 To the extent that the Charged Assets constitute "financial collateral" and this deed and the obligations of the Chargors under this deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)), the Lender shall have the right after the Security constituted by this deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

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18.4.2 For the purpose of Clause 18.4.1, the value of the financial collateral appropriated shall be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

18.5 Severability

If any provision of this deed is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected or impaired thereby.

18.6 Section 2(1) Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated in this deed to the extent required to ensure that any purported disposition of Charged Assets contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

18.7 Third party rights

Save as expressly provided to the contrary in a Finance Document, a third party (being any person other than the Chargors and the Secured Parties and their successors and permitted assigns) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed. Notwithstanding any term of any Finance Document, the consent of such third party is not required to rescind or vary this deed at any time.

18.8 Joint and several liability

The covenants, agreements, obligations and liabilities of the Chargors contained in this deed or implied on their part are joint and several and shall be construed accordingly.

19 Demands and notices

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Lender under or in connection with this deed shall be made and delivered as provided in clause 29 (*Notices*) of the Facilities Agreement. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

20 Assignment and transfer

20.1 Assignment by Lender

The Lender may, at any time without the consent of any Chargor, assign or transfer the whole or any part of its rights under this deed to any person to which it can transfer its rights in accordance with the terms of the Facilities Agreement.

20.2 Assignment by Chargor

No Chargor may assign any of its rights or transfer any of its obligations under this deed or enter into any transaction which would result in any of these rights or obligations passing to another person.

21 Release of Security

21.1 Release

Subject to Clause 21.3 (*Discharge conditional*), upon the expiry of the Security Period and in relation to any asset which is the subject of a Permitted Disposal or as otherwise permitted under the Facilities Agreement the Lender shall, at the request and reasonable cost of the Chargors, take whatever action is necessary or requested by a Chargor (including the provision of a letter of non-crystallisation) to irrevocably and unconditionally release the

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Charged Assets (or the Charged Assets which are the subject of the Permitted Disposal or permission under the Facilities Agreement from the Security constituted by this deed and re-assign the Charged Assets to the relevant Chargor(s).

21.2 **Avoidance of payments and reinstatement**

If any payment by an Obligor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is (a) capable of being avoided or reduced (in the reasonable opinion of the Lender) or (b) avoided or reduced in each case as a result of insolvency or any similar event, then:

- 21.2.1 the liability of each Obligor will continue as if the payment, discharge, avoidance or reduction had not occurred;
- 21.2.2 each Secured Party will be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred; and
- 21.2.3 the Lender shall be entitled to enforce this deed subsequently as if such payment, discharge, avoidance or reduction had not occurred.

21.3 **Discharge conditional**

Unless expressly stated to be unconditional, any release, discharge or settlement between any Chargor and the Lender or any other Secured Party shall be deemed conditional upon no payment or security received by the Lender or such other Secured Party in respect of the Secured Liabilities being avoided or reduced or ordered to be refunded pursuant to any provision of any enactment relating to insolvency, bankruptcy, winding-up, administration or receivership and, notwithstanding any such release, discharge or settlement:

- 21.3.1 the Lender or its nominee shall be at liberty to retain this deed and the Security created by or pursuant to this deed, including all certificates and documents relating to the Charged Assets or any part thereof, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance or reduction or order for refund; and
- 21.3.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Chargor concerned subsequently as if such settlement, discharge or release had not occurred and each Chargor agrees with the Lender accordingly and charges the Charged Assets and the proceeds of sale thereof with any liability under this Clause, whether actual or contingent.

22 **Governing law**

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

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23 **Enforcement**

- 23.1 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) (a "**Dispute**").
- 23.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 23.3 This Clause 24 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking 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.

24 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Original Chargors and the Lender and is intended to be and is hereby delivered as a deed the day and year first above written.

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SCHEDULE 1**Original Chargers**

Company name	Company number	Registered office address
MMCG Holdings Limited	09031660	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Care Group Limited	03135910	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Limited	02156720	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Care Homes Limited	03096548	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Care Homes (2) Limited	05709273	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Bowerfield House Limited	02221521	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Chalemere Limited	03460394	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Monread Lodge Nursing Home Limited	03064433	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Thomas Henry Mallaband Limited	05211949	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Properties (4) Limited	06720513	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband Properties (5) Limited	06852197	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband (6) Limited	07140006	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 7 Limited	07450044	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB

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Company name	Company number	Registered office address
Maria Mallaband 11 Limited	07883905	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 12 Limited	08458849	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Ripon Stourport Care Limited	11899707	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 14 Limited	08649042	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 16 Limited	08913269	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Acer Healthcare Operations Limited	10248411	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 15 Limited	08767427	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Maria Mallaband 17 Limited	08913357	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Countrywide Care Homes Limited	07590616	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Countrywide Belmont Limited	08510786	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Countrywide Care Homes (2) Limited	07714184	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Countrywide Care Homes (3) Limited	08526454	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Countrywide Care Homes (Acorn) Limited	13041131	Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB

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SCHEDULE 2

Properties currently owned

Part A: Registered Land

None at the date of this deed

Part B: Unregistered Land

None at the date of this deed

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SCHEDULE 3**Accounts****PART 1****Collection Accounts**

Chargor	Account Bank	Sort Code	Account Number
Maria Mallaband Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband Care Homes (2) Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 11 Limited	Barclays Bank PLC	■■■■■	■■■■■
Chalemere Limited	Barclays Bank PLC	■■■■■	■■■■■
Bowerfield House Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 17 Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 12 Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 7 Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband (6) Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband Care Homes Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband Properties (5) Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 14 Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband Care Group Limited	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 15 Limited	Barclays Bank PLC	■■■■■	■■■■■
Thomas Henry Mallaband Ltd	Barclays Bank PLC	■■■■■	■■■■■
Monread Lodge Nursing Home Ltd	Barclays Bank PLC	■■■■■	■■■■■
Maria Mallaband 16 Limited	Barclays Bank PLC	■■■■■	■■■■■
Acer Healthcare Operations Limited	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Howgate House)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Belmont Limited	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Woodland)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (3) Limited (Thorntree Mews)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Field view)	Barclays Bank PLC	■■■■■	■■■■■

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Chargor	Account Bank	Sort Code	Account Number
Countrywide Care Homes (2) Limited (Dussindale Park)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Acorn House)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Croft House)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (3) Limited (Wallace View)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Gateford Hill)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Yohden Care Complex)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Mary Chapman Crt)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Garden Hill)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (3) Limited (Park Springs)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Rose Lodge)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Manor Park)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Amber Court)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes Limited (Barnes Court)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Astor Court)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (The Hawthorns)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (Earsdon Grange)	Barclays Bank PLC	■■■■■	■■■■■
Countrywide Care Homes (2) Limited (White Rose Lodge)	Barclays Bank PLC	■■■■■	■■■■■
Ripon Stourport Care Ltd	National Westminster Bank PLC	■■■■■	■■■■■
Ripon Stourport Care Ltd	National Westminster Bank PLC	■■■■■	■■■■■
Ripon Stourport Care Ltd	National Westminster Bank PLC	■■■■■	■■■■■

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PART 2

Other Accounts

Chargor	Account Bank	Sort Code	Account Number
Maria Mallaband Care Group Limited	Barclays Bank PLC	██████	██████
Countrywide Care Homes Limited	Barclays Bank PLC	██████	██████
Countrywide Care Homes (2) Limited	Barclays Bank PLC	██████	██████

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SCHEDULE 4**Form of Debenture Accession Deed****DATE****PARTIES**

- 1 [•] (registered number [•]) with its registered office at [•] (the "**Additional Chargor**"); and
- 2 **FDC Debt LP** acting by its general partner, **FDC General Partner Limited** (the "**Lender**").

BACKGROUND

- A The Additional Chargor is a Subsidiary of Maria Mallaband Care Group Limited.
- B Maria Mallaband Care Group Limited entered into a debenture dated [•] (the "**Debenture**") between Maria Mallaband Care Group Limited and the Lender.
- C The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Debenture.
- D The Lender and the Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:1 **Definitions and interpretation**

Terms defined in the Debenture have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 **Accession and covenant to pay**

2.1 With effect from the date of this deed the Additional Chargor:

- 2.1.1 will become a party to the Debenture as a Chargor; and
- 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

2.2 The Additional Chargor hereby covenants with the Lender that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors.

2.3 Neither the covenant to pay in Clause 2.2 nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this Clause, cause such covenant or Security to be unlawful under any applicable law.

3 **Grant of security**3.1 **Fixed security**

As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee (subject to the Existing Security) hereby:

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- 3.1.1 grants to the Lender, a charge by way of legal mortgage over all its Properties which are listed in Schedule 1 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Lender, by way of first fixed charge, all its:
 - 3.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to Clause 3.1.1;
 - 3.1.2.2 Properties acquired by it after the date of this deed;
 - 3.1.2.3 Property Interests;
 - 3.1.2.4 Equipment;
 - 3.1.2.5 Securities;
 - 3.1.2.6 Intellectual Property;
 - 3.1.2.7 Accounts;
 - 3.1.2.8 Debts;
 - 3.1.2.9 Pension Fund Interests;
 - 3.1.2.10 Goodwill and Uncalled Capital; and
 - 3.1.2.11 right, title and interest in and to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to Clauses 3.1.1 to 3.1.4 inclusive.
- 3.1.3 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Lender absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.
- 3.2 **Floating security**
 - 3.2.1 As a continuing security for the payment or discharge of the Secured Liabilities, the Additional Chargor with full title guarantee (subject to the Existing Security) hereby charges to the Lender, by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3.1.1 to 3.1.4 (*Fixed security*) inclusive.
 - 3.2.2 The floating charge created by this deed is a **"qualifying floating charge"** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 3.3 **Leasehold security restrictions**
 - 3.3.1 There shall be excluded from the Security created by this deed and by the Debenture, and from the operation of Clause 4.1 (*Restrictions on dealing*) of the Debenture, any Excluded Property until the relevant condition or waiver has been excluded or obtained.
 - 3.3.2 For each Excluded Property, the Additional Chargor undertakes to:

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- 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within five Business Days of the date of this deed and to use its reasonable endeavours to obtain that consent or waiver of prohibition or conditions as soon as possible;
- 3.3.2.2 upon request, keep the Lender informed of its progress in obtaining such consent or waiver; and
- 3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Lender with a copy.
- 3.3.3 Immediately upon receipt of any consent or waiver referred to in Clause 3.3.2, the relevant formerly Excluded Property shall stand charged to the Lender under Clause 3.1.1, Clause 3.1.2.1, Clause 3.1.2.2 or Clause 3.1.2.3 (*Fixed security*) of the Debenture as the case may be. If required by the Lender at any time following receipt of that waiver or consent, the Additional Chargor will execute a valid fixed charge in such form as the Lender shall require.

4 Land Registry restriction

In respect of any Property registered at the Land Registry and charged by way of legal mortgage under this deed and/or the Debenture and/or pursuant to Clause 6.7.2 (*Property acquisitions*) of the Debenture, the Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of FDC Debt LP acting by its general partner, FDC General Partner Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer".

5 Miscellaneous

With effect from the date of this deed:

- 5.1 the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 5.2 any reference in the Debenture to this deed and similar phrases will include this deed and all references in the Debenture to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to Schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

6 Governing law

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

7 Enforcement

7.1 Jurisdiction of English courts

- 7.1.1 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) (a "**Dispute**").
- 7.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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7.1.3 This Clause 7 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking 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.

8 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by the Additional Chargor, the Original Chargors and the Lender and is intended to be and is hereby delivered as a deed the day and year first above written.

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SCHEDULE 1

Properties currently owned

Part A: Registered Land

[•]

Part B: Unregistered Land

[•]

SCHEDULE 2

Accounts

Part 1

Collection Accounts

Chargor	Account Bank	Account Name	Account Number	Sort Code
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

Part 2

Other Accounts

Chargor	Account Bank	Account Name	Account Number	Sort Code
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

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SIGNATORIES (TO DEBENTURE ACCESSION DEED)

The Additional Chargor

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by:)

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

The Original Chargors

EXECUTED as a DEED and)
DELIVERED by [])
[LIMITED] acting by:)

Director

in the presence of:

Signature:

Name:

Address:

Occupation:

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The Lender

FDC DEBT LP acting by its general partner **FDC GENERAL PARTNER LIMITED**

By:

Address: 11th Floor, 45 Church Street, Birmingham, West Midlands, B3 2RT

Attention: Justin Sorby

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SCHEDULE 5

PART 1

Form of notice to insurers

From: [relevant Chargor] (the "**Company**")

To: [insurer]

Date:

Dear Sirs

We refer to the [describe policy and its number] (the "**Policy**").

We hereby give notice that, pursuant to a debenture dated [•] (the "**Debenture**"), we have assigned to FDC Debt LP acting by its general partner, FDC General Partner Limited (the "**Lender**"), subject to a proviso for re-assignment on redemption, all our right, title, interest and benefit in and to the Policy.

We irrevocably authorise and instruct you from time to time:

- (a) to disclose to the Lender without any reference to or further authority from us (and without any enquiry by you as to the justification for each disclosure), such information relating to the Policy as the Lender may at any time and from time to time request;
- (b) that we will remain entitled to exercise all our rights, powers and discretions under the Policy, and you should continue to give notices and make payments under the Policy to us (unless, and to the extent, otherwise expressly provided for in the Policy or in any insurer letter you may have issued to the Lender in respect of the Policy), unless and until you receive notice from the Lender to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Policy or in any insurer letter you may have issued to the Lender in respect of the Policy); and
- (e) to send copies of all notices and other information given or received under the Policy to the Lender at the same time as you send the same to us.

This notice may only be revoked or amended with the prior written consent of the Lender.

Please confirm by completing the enclosed acknowledgement and returning it to the Lender (with a copy to us) that:

- (a) you accept the instructions and authorisations contained in this notice;
- (b) you have not, at the date the enclosed acknowledgement is returned to the Lender, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and you will notify the Lender promptly if you should do so in future;
- (c) you will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Lender on and following the date (if any) on which you have received notice from the Lender stating that the security under the Debenture has become enforceable;

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- (d) you will not exercise any right to terminate, cancel, vary or waive the Policy or take any action to amend or supplement the Policy without first giving 14 days' written notice to the Lender; and
- (e) that the Lender's interest as mortgagee is noted on the Policy.

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
[•]

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PART 2

Form of acknowledgement from insurers

From: [insurer]

To: FDC Debt LP acting by its general partner, FDC General Partner Limited (the "**Lender**")

Date:

Dear Sirs

We acknowledge receipt of a notice dated [•] (the "**Notice**") and addressed to us by [•] (the "**Company**") regarding the Policy (as defined in the Notice).

We confirm that:

- (a) we accept the instructions and authorisations contained in the Notice;
- (b) we have not, at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made, or will be making any claim or demand or taking any action in respect of, the rights of the Company under or in respect of the Policy and we will notify the Lender promptly if you should do so in future;
- (c) we will pay or release all or part of the amounts from time to time due and payable by you under the Policy in accordance with the written instructions given to you by the Lender on and following the date (if any) on which we have received notice from the Lender stating that the security under the Debenture has become enforceable;
- (d) we will not exercise any right to terminate, cancel, vary or waive the Policy or take any action to amend or supplement the Policy without first giving 14 days' written notice to the Lender; and
- (e) the Lender's interest as mortgagee is noted on the Policy.

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

Yours faithfully

[insurer]

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SCHEDULE 6

PART 1

Form of notice to counterparties of Assigned Agreements

From: [relevant Chargor]

To: [counterparty]

Date:

Dear Sirs

We refer to the [describe relevant Assigned Agreement] (the "**Agreement**").

We hereby notify you that pursuant to a debenture dated [•] (the "**Debenture**") we have assigned to FDC Debt LP acting by its general partner, FDC General Partner Limited (the "**Lender**") absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

- (a) we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Lender;
- (b) subject to paragraph (a) above you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender stating that the security under the Debenture has become enforceable. Thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Lender;
- (c) you are authorised to disclose information in relation to the Agreement to the Lender on request;
- (d) you must pay all monies to which we are entitled under the Agreement direct to us (and not to the Lender) unless the Lender notifies you in writing that the security under the Debenture has become enforceable following which you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us); and
- (e) the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:

- (i) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (ii) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

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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
[•]

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PART 2

Form of acknowledgement from counterparties of Assigned Agreements

From: [counterparty]
To: FDC Debt LP acting by its general partner, FDC General Partner Limited
Copy to: [relevant Chargor]
Date:

We hereby acknowledge receipt of the notice dated [•], a copy of which is attached to the acknowledgment (the "**Notice**") and confirm the matters set out in paragraphs (i) and (ii) of the Notice.

.....
for and on behalf of
[counterparty]

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SCHEDULE 7

PART 1

Form of notice of charge to third party bank

To: [name and address of third party bank]

Attention: [•]

Date:

Dear Sirs

We hereby give you notice that by a debenture dated [•] (the "**Debenture**") (a copy of which is attached) we have charged to FDC Debt LP acting by its general partner, FDC General Partner Limited (the "**Lender**") all our right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts in our name with you together with all interest credited thereto and the debts represented by those sums:

Chargor	Account Bank	Account Name	Account Number	Sort Code
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

(together the "**Accounts**").

We hereby irrevocably instruct and authorise you:

- 1 to credit to each Account all interest from time to time earned on the sums of money held in that Account;
- 2 to disclose to the Lender, without any reference to or further authority from us and without any liability or inquiry by you as to the justification for such disclosure, such information relating to the Accounts and the sums in each Account as the Lender may, at any time and from time to time, request you to disclose to it;
- 3 with effect from the date of the Debenture:
 - 3.1.1 prior to notice from the Lender that the Debenture has become enforceable, you may continue to honour instructions from us and make payments to us in connection with the Accounts;
 - 3.1.2 immediately upon receipt of notice from the Lender that the Debenture has become enforceable:
 - 3.1.2.1 any existing payment instructions affecting the Accounts are to be terminated and all payments and communications in respect of the Accounts should be made only to the Lender or to its order (with a copy to us); and
 - 3.1.2.2 all rights, interests and benefits whatsoever accruing to or arising from the Accounts shall be exercisable by and shall belong to the Lender.

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- 4 on and following receipt by you of written notice from the Lender stating that the security under the Debenture has become enforceable, to hold all sums from time to time standing to the credit of each Account in our name with you to the order of the Lender;
- 5 on and following receipt by you of written notice from the Lender stating that the security under the Debenture has become enforceable, to pay or release all or any part of the sums from time to time standing to the credit of each Account in our name with you in accordance with the written instructions of the Lender at any time and from time to time; and
- 6 on and following receipt by you of written notice from the Lender stating that the security under the Debenture has become enforceable, to comply with the terms of any written notice or instructions in any way relating to the Accounts or the sums standing to the credit of any Account from time to time which you may receive at any time from the Lender without any reference to or further authority from us and without any liability or inquiry by you as to the justification for or validity of such notice or instructions.
- 7 The provisions of this notice may only be revoked or varied in writing signed by the Lender.

By counter-signing this notice, the Lender confirms that we may make withdrawals from the Accounts until such time as the Lender shall notify you in writing that the security under the Debenture has become enforceable and their permission is withdrawn, whereupon we will not be permitted to withdraw any amounts from any Account without the prior written consent of the Lender.

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

Please confirm your acceptance of the above instructions by returning the attached acknowledgement to the Lender with a copy to ourselves.

Yours faithfully

By:
for and on behalf of
[relevant Chagor]

[Counter-signed by:

.....
for and on behalf of
FDC Debt LP acting by its general partner, **FDC General Partner Limited]**

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PART 2

Form of acknowledgement from third party bank

To: FDC Debt LP acting by its general partner, FDC General Partner Limited ("FDC")

Date:

Dear Sirs

We confirm receipt of a notice dated [•] (the "Notice") from [relevant Chargor] (the "Company") of a charge, upon the terms of a Debenture dated [•], over all the Company's right, title and interest in and to all sums of money which are now or may from time to time in the future be held in the following accounts with us in the name of the Company together with interest relating thereto:

Chargor	Account Bank	Account Name	Account Number	Sort Code
[•]	[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]	[•]

(together the "Accounts").

We confirm that:

- 1 we accept the instructions and authorisations contained in the Notice and undertake to comply with its terms;
- 2 we have not received notice of the interest of any third party in any Account or in the sums of money held in any Account or the debts represented by those sums and we will notify you promptly should we receive notice of any third party interest;
- 3 we have not claimed or exercised, nor will we claim or exercise, any Security or right of set-off or combination or counterclaim or other right in respect of any Account, the sums of money held in any Account or the debts represented by those sums;
- 4 we further confirm that:
 - 4.1.1 no fees or periodic charges are payable in respect of the Accounts and there are no restrictions on (i) the payment of the credit balance on the Accounts or (ii) the charging of the Accounts to FDC or any third party; and
 - 4.1.2 we have not received notice of any other assignment of, charge over or trust or other third party interests in respect of the Accounts and we will not, without FDC's consent (i) exercise any right of combination, consolidation or set-off which it may have in respect of the Accounts or (ii) amend or vary any rights attaching to such accounts.

until you notify us in writing that the security under the Debenture has become enforceable and that withdrawals are therefore prohibited, the Company may make withdrawals from the Accounts; upon receipt of such notice we will not permit any amount to be withdrawn from any Account except against the signature of one of your authorised signatories; and

- 5 we will not seek to modify, vary or amend the terms upon which sums are deposited in the Accounts without your prior written consent.

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This letter 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
[*third party bank*]

DRAFT

SIGNATORIES (TO DEBENTURE)

The Original Chargors

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MMCG**
HOLDINGS LIMITED in the presence of:

Witness
Signature :
Name : Karen Harris
Occupation :
Address : Homemaker

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA**
MALLABAND CARE GROUP LIMITED in
the presence of:

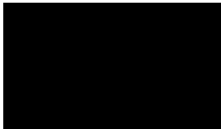
Witness
Signature :
Name : Karen Harris
Occupation :
Address : Homemaker

Notices



Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA**
MALLABAND LIMITED in the presence of:



Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

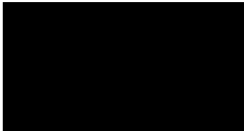
Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB



Fax:

Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA**
MALLABAND CARE HOMES LIMITED in
the presence of:



Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB

Fax:

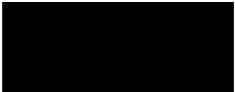

Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND CARE HOMES (2) LIMITED**
in the presence of:



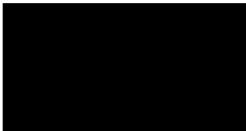
Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 



Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **BOWERFIELD HOUSE LIMITED** in the
presence of:



Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

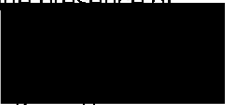

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of
CHALEMERE LIMITED in the presence of:



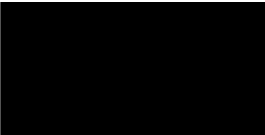
Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 



Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MONREAD**
LODGE NURSING HOME LIMITED in the
presence of:



Witness

Signature : 
Name : Karen Harris
Occupation :
Address : Homemaker


Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **THOMAS
HENRY MALLABAND LIMITED** in the
presence of:

Witness

Signature :
Name : Karen Harris
Occupation :
Address : Homemaker

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES (4) LIMITED**
in the presence of:

Witness

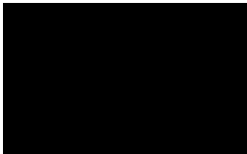
Signature :
Name : Karen Harris
Occupation :
Address : Homemaker

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

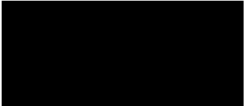
DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES (5) LIMITED**
in the presence of:



Witness

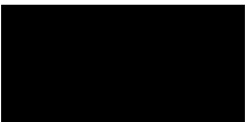
Signature :
Name : Karen Harris
Occupation : Homemaker
Address :



Notices

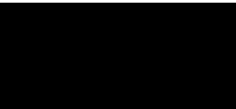
Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES (6) LIMITED**
in the presence of:



Witness

Signature :
Name : Karen Harris
Occupation : Homemaker
Address :



Notices

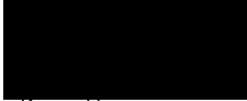

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES 7 LIMITED**
in the presence of:



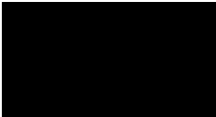
Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 



Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES 11 LIMITED**
in the presence of:



Witness

Signature : 
Name : Karen Harris
Occupation :
Address : Homemaker


Notices



Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND PROPERTIES 11 LIMITED**
in the presence of:



Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

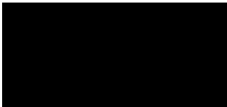

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **RIPON
STOURPORT CARE LIMITED** in the
presence of:



Witness

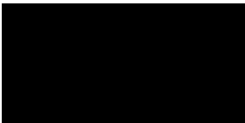
Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

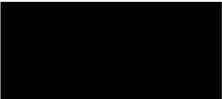
DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA**
MALLABAND 14 LIMITED in the presence
of:



Witness

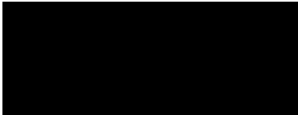
Signature :
Name :
Occupation :
Address :



Notices

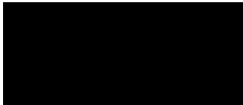
Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by ,
a director for and on behalf of **MARIA**
MALLABAND 16 LIMITED in the presence
of:



Witness

Signature :
Name :
Occupation :
Address :



Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **ACER
HEALTHCARE OPERATIONS LIMITED** in
the presence of:

Witness


Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND 15 LIMITED** in the presence
of:

Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 55 St George's Road, Harrogate, HG2 9BP

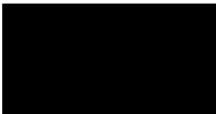

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **MARIA
MALLABAND 17 LIMITED** in the presence
of:

Witness

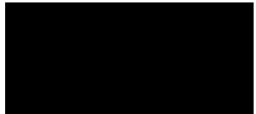
Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of **COUNTRYWIDE CARE HOMES LIMITED**
in the presence of:

Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 




Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of
COUNTRYWIDE BELMONT LIMITED in
the presence of:

Witness

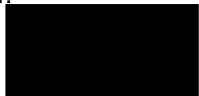


Signature : 
Name : 
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of
COUNTRYWIDE CARE HOMES (2)
LIMITED in the presence of:

Witness

Signature : 
Name : 
Occupation : Homemaker
Address : 

Notices



Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of
COUNTRYWIDE CARE HOMES (3)
LIMITED in the presence of:



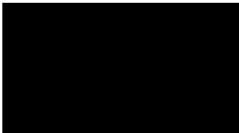
Witness

Signature : 
Name : Karen Harris
Occupation :
Address : Homemaker




Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

EXECUTED as a deed by Daren Harris ,
a director for and on behalf of
COUNTRYWIDE CARE HOMES (ACORN)
LIMITED in the presence of:



Witness

Signature : 
Name : Karen Harris
Occupation : Homemaker
Address : 

Notices

Address: Westcourt, Gelderd Road, Leeds, West Yorkshire, LS12 6DB
Fax:
Attention: Managing Director

DRAFT

The Lender

FDC DEBT LP acting by its general partner **FDC GENERAL PARTNER LIMITED**

By:



Address: 11th Floor, 45 Church Street, Birmingham, West Midlands, B3 2RT

Attention: Justin Sorby