Companies House

MR01 (ef)

Registration of a Charge

Company name: **YOUR LIFESTYLE GROUP LIMITED**

Company number: **10133639**

Received for Electronic Filing: **11/12/2018**

X7KL42MX

Details of Charge

Date of creation: **29/11/2018**

Charge code: **1013 3639 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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: **PROSKAUER ROSE (UK) LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10133639

Charge code: 1013 3639 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2018 and created by YOUR LIFESTYLE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2018 .

Given at Companies House, Cardiff on 13th December 2018

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

Proskauer

Execution Version

Dated 29 NOVEMBER 2018

SUPPLEMENTAL DEBENTURE

BETWEEN

(1) ACCOMPLISH GROUP MIDCO LIMITED
AS THE PARENT

(2) THE PARENT AND THE SUBSIDIARIES OF THE PARENT LISTED IN SCHEDULE 1
AS ORIGINAL CHARGORS

(3) GLAS TRUST CORPORATION LIMITED
AS SECURITY AGENT

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THIS DEBENTURE is dated 29 November 2018 and made between:

(1) **ACCOMPLISH GROUP MIDCO LIMITED** (incorporated in England and Wales with company number 09052762) and registered address at Staple Court 11, Staple Inn Buildings, London, WC1V 7QH (the "**Parent**");

(2) **THE SUBSIDIARIES OF THE PARENT IN Schedule 1 (*The Chargors*)** (together with the Parent, the "**Original Chargors**"); and

(3) **GLAS TRUST CORPORATION LIMITED** as trustee for itself and the Secured Parties (the "**Security Agent**").

BACKGROUND

(A) The Original Chargors are required to enter into this Debenture as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Debenture:

"**Account**" means all accounts (including Controlled Accounts) and any credit balance from time to time on any account opened or maintained by any Chargor with any bank, building society, financial institution or other person (and any replacement account or subdivision or subaccount of that account) and includes all Related Rights but which shall not for the avoidance of doubt, include (and shall not be intended to include) any accounts or credit balances deemed to be *situs* in Jersey.

"**Acquisition**" has the meaning given to it in the Facilities Agreement.

"**Acquisition Documents**" has the meaning given to it in the Facilities Agreement.

"**Additional Chargor**" means a company which creates Security (or purports to create Security) over its assets in favour of the Security Agent by executing a Security Accession Deed.

"**Administration Event**" means:

(a) the presentation of an application or petition to the court for the making of an administration order in relation to any Chargor; or

(b) any person (who is entitled to do so) gives written notice of its intention to appoint an administrator to any Chargor or files such a notice with the court.

"**Brookdale Care Partnership Deed**" means the deed of partnership dated 07 July 2015 between Moville Holdings Limited and Accomplish Group Support Limited (formerly known as Brookdale Healthcare Limited) and any other documents relating thereto or referred to therein, each as amended and/or restated from time to time together with any supplementary or ancillary agreement or deed relating to the Brookdale Care Partnership.

"**Charged Assets**" means all of the assets and undertaking of each Chargor, both present and future, which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent.

"**Chargor**" means an Original Chargor and an Additional Chargor.

"**Controlled Account**" means any Holding Account or Mandatory Prepayment Account.

"**Declared Default**" has the meaning given to it in the Facilities Agreement.

"**Debtor**" has the meaning given to it in the Intercreditor Agreement.

"**Enforcement Event**" means the occurrence of a Declared Default or an Administration Event.

"**Facilities Agreement**" means the facilities agreement originally dated 7 July 2015 as amended and restated on 10 July 2018 and as further amended and restated on or about the date of this Debenture between, among others, Accomplish Group Bidco Limited (formerly known as Tracscare Bidco Limited) as original borrower and guarantor, Direct Lending Fund II Investments (Luxembourg) S.à r.l. as arranger, Global Loan Agency Services Limited as agent, GLAS Trust Corporation Limited as Security Agent and the other parties listed therein.

"**Finance Document**" has the meaning given to it in the Facilities Agreement.

"**Insurance Policy**" means any contract or policy of insurance (including life insurance or assurance but excluding any policies in respect of third party liability) in which any Chargor may from time to time have an interest together with all amounts payable to such Chargor under or in connection with each of those policies, and includes all Related Rights but which shall not, for the avoidance of doubt, include (and shall not be intended to include) any contract or policy of insurance deemed to be a Jersey *situs* asset.

"**Intellectual Property**" means, in relation to a Chargor:

(a) all of such Chargor's patents, trademarks, service marks, designs, business names, copyrights, database rights, software rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of such Chargor,

including the intellectual property specified in Schedule 4 (*Material Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights.

"**Intercreditor Agreement**" means the intercreditor agreement dated 07 July 2015, among others, the Parent as a Debtor, Direct Lending Fund II Investments (Luxembourg) S.à r.l. as arranger, Global Loan Agency Services Limited as agent, GLAS Trust Corporation Limited as Security Agent and the other parties listed therein.

"**Intra-Group Loan**" means any loan by any Chargor as lender to any other member of the Group as borrower.

"**Investments**" means, in relation to a Chargor:

(a) the Shares; and

(b) all other shares, stocks, debentures, bonds, warrants, coupons, options, other securities and investments and rights to subscribe for other investments,

in each case whether held directly by, or to the order of, that Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf, and includes all Related Rights (and including all rights against any such trustee, nominee, fiduciary or clearance system) but which shall not, for the avoidance of doubt, include (and shall not be intended to include) any Investment in respect of, or issued by, a person incorporated or established in Jersey.

"**Kemble Care Partnership Deed**" means the deed of partnership dated 07 July 2015 between Kemble Holdings Limited and Accomplish Group Support Limited (formerly known as Brookdale Healthcare Limited) and any other documents relating thereto or referred to therein, each as amended and/or restated from time to time together with any supplementary or ancillary agreement or deed relating to the Kemble Care Partnership.

"**Lease**" means, in relation to any of the Material Real Property which is leasehold, the lease or leases, agreement for lease, tenancy or licence pursuant to, and in accordance with which, a Chargor holds such Material Real Property and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms and the term Leases shall be construed accordingly.

"**Material Intellectual Property**" means any Intellectual property owned by a Chargor which is material in the context of the business of the Group and which is required by the Group in order to carry on all material aspects of the business as it is being conducted, including the Intellectual Property specified in Schedule 4 (*Material Intellectual Property*) or any schedule to a Security Accession Deed, and includes all Related Rights.

"**Material Real Property**" means:

(a) in relation to an Original Chargor, any freehold or leasehold property located in England and Wales specified in Schedule 2 (*Material Real Property*) (or in the schedule to any Mortgage) in respect of which that Chargor has any right, title or interest;

(b) in relation to an Additional Chargor, any freehold or leasehold located property in England and Wales specified in the schedule to the relevant Security Accession Deed (or in the schedule to any Mortgage) in respect of which that Chargor has any right, title or interest;

(c) in relation to a Chargor, any other freehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has a market or book value in excess of £100,000; and

(d) in relation to a Chargor, any other leasehold property located in England and Wales in respect of which that Chargor has any right, title or interest and which has an unexpired term of at least 10 years and a capital value in excess of £100,000,

and includes any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, and includes all Related Rights.

"**Milton Care Partnership Deed**" means the deed of partnership dated 07 July 2015 between Milton Park Holdings Limited and Accomplish Group Support Limited (formerly known as Brookdale Healthcare Limited) and any other documents relating thereto or referred to

therein, each as amended and/or restated from time to time together with any supplementary or ancillary agreement or deed relating to the Milton Care Partnership.

"**Mortgage**" means a supplemental mortgage or charge to be granted by a Chargor in favour of the Security Agent substantially in the form set out in Schedule 10 (*Form of Supplemental Mortgage*).

"**Partnership Deeds**" means the Kemble Care Partnership Deed, the Milton Care Partnership Deed and the Brookdale Care Partnership Deed.

"**Partnerships**" means:

(a) the Kemble Care Partnership established pursuant to the Kemble Care Partnership Deed;

(b) the Milton Care Partnership established pursuant to the Milton Care Partnership Deed; and

(c) the Brookdale Care Partnership established pursuant to the Brookdale Care Partnership Deed.

"**Partnership Assets**" means, in relation to a Chargor, all of the assets contributed to a Partnership from time to time by that Chargor and all of the assets of a Partnership in respect of which that Chargor has an interest from time to time (including without limitation any Account or goodwill of a Partnership).

"**Partnership Rights**" means, in relation to a Chargor, all of its rights in respect of its interest in a Partnership or under a Partnership Deed (including, without limitation, to any distribution of profits, share of capital or other amounts or assets distributed by a Partnership or arising on any disposal, sale or dissolution of a Partnership).

"**Permitted Security**" has the meaning given to it in the Facilities Agreement.

"**Planning Acts**" means all legislation from time to time regulating the development, use, safety and control of Real Property and highways including but not limited to the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Local Government, Planning and Land Act 1980, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any regulations made pursuant to any of the foregoing.

"**Plant and Machinery**" means, in relation to a Chargor, all present and future plant, machinery, office equipment, computers, vehicles and other chattels of that Chargor (excluding any for the time being forming part of that Chargor's stock in trade or work in progress), and includes all Related Rights.

"**Real Property**" means, in relation to a Chargor:

(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 2 (*Material Real Property*)); and

(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

in respect of which that Chargor has any right, title or interest, and includes all Related Rights.

"**Receiver**" means a receiver, receiver and manager or, where permitted by law, an administrative receiver (as the Security Agent may specify at any time in any relevant appointment) and that term will include any appointee made under a joint or several appointment.

"**Related Rights**" means, to the extent applicable in relation to any Charged Asset:

(a) the proceeds of sale, transfer, lease or other disposal of all or any part of that Charged Asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of all or any part of that Charged Asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, Security Interests, guarantees, indemnities or covenants for title in respect of all or any part of that Charged Asset;

(d) any dividend, interest or other distribution paid or payable;

(e) any moneys and proceeds paid or payable in respect of all or any part of that Charged Asset;

(f) any awards or judgments in favour of a Chargor in respect of all or any part of that Charged Asset; and

(g) any other assets deriving from or relating to all or any part of that Charged Asset.

"**Secured Obligations**" means all present and future liabilities and obligations at any time due, owing or incurred by any Debtor to the Secured Parties (or any of them) under the Finance Documents in any manner and in any currency or currencies and whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Finance Document.

"**Secured Parties**" has the meaning given to it in the Facilities Agreement.

"**Security**" means any Security Interest executed, created (or intended to be created), evidenced or conferred by or pursuant to this Debenture or a Security Accession Deed or a Mortgage.

"**Security Accession Deed**" means a deed substantially in the form set out in Schedule 9 (*Form of Security Accession Deed*).

"**Security Interest**" means any mortgage, charge, assignment, pledge, lien or other security interest securing any obligations of any person or any other agreement or arrangement having the effect of conferring security.

"**Security Period**" means the period beginning on the date of this Debenture and ending on the Senior Discharge Date.

"**Senior Discharge Date**" has the meaning given to it in the Intercreditor Agreement.

"**Shares**" means, in relation to a Chargor, all of the shares held by that Chargor in any member of the Group and any other shares owned by or held by any nominee on behalf of that Chargor including those shares specified in Schedule 3 (*Shares*) or the schedule to any Security Accession Deed.

"**Specific Contracts**" means, in relation to a Chargor:

(a) any agreement (whether written or otherwise) in respect of an Intra-Group Loan and to which that Chargor is a party;

(b) any Hedging Agreement entered into by that Chargor in connection with the Finance Documents;

(c) the Acquisition Documents entered into by Accomplish Group Bidco Limited (formerly known as Tracscare Bidco Limited) or Accomplish Group Property Limited (formerly known as Tracscare Group Limited) in connection with the Acquisition;

(d) the Partnership Deeds; and

(e) any other agreement to which that Chargor is a party and which is designated as such from time to time by the Parent and the Security Agent,

and includes all Related Rights, but which shall not, for the avoidance of doubt, include (and shall not be intended to include) any agreement governed by the laws of Jersey.

1.2 Terms defined in other Finance Documents

Unless defined in this Debenture, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Debenture, or any notice given under or in connection with this Debenture, as if all references in those defined terms to the Facilities Agreement or other Finance Document were a reference to this Debenture or that notice.

1.3 Construction

(a) Save as otherwise provided in this Debenture, clause 1.2 *(Construction)* of the Facilities Agreement will apply as if incorporated in this Debenture, or in any notice given under or in connection with this Debenture, as if all references in that clause to the Facilities Agreement were a reference to this Debenture or that notice.

(b) References to a Clause or Schedule are to a clause or schedule of this Debenture.

1.4 Intercreditor Agreement

This Debenture is subject to the terms of the Intercreditor Agreement.

1.5 Disposition of property

The terms of the Facilities Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Debenture and each other Finance Document to the extent required for any purported disposition of any Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Clawback

If the Security Agent reasonably considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargors under this Debenture and the Security Interests constituted by those documents will continue and such amount will not be considered to have been irrevocably paid.

1.7 Third Party Rights

A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Debenture.

1.8 Deed

It is intended that this Debenture takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by a Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

(a) granted in favour of the Security Agent as security trustee for the Secured Parties;

(b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);

(c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and

(d) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Charged Asset.

3.2 Legal mortgage

Each Chargor charges by way of first legal mortgage the Material Real Property.

3.3 Assignment by way of Security

(a) Each Chargor assigns and agrees to assign absolutely and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:

(i) any Insurance Policies; and

(ii) each Specific Contract.

(b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.

(c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 Fixed charges

Each Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (Assignment by way of Security)) charges:

(a) by way of first fixed charge, the Material Real Property;

(b) by way of first fixed charge, the Accounts;

(c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

(d) by way of first fixed charge, the Intellectual Property;

(e) by way of first fixed charge, the Plant and Machinery;

(f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;

(g) by way of first fixed charge, the Investments;

(h) by way of first fixed charge, the Partnership Assets and Partnership Rights; and

(i) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Debenture. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.6 Jersey *situs* assets

In relation to any Chargor incorporated in Jersey, no grant of security (whether by way of charge, mortgage, assignment or otherwise) under this Clause 3 or Clause 4.1 (*Floating charge*) shall extend to (and shall not be intended to extend to) any assets deemed to be *situs* in Jersey.

4. FLOATING CHARGE

4.1 Floating charge

(a) Each Chargor charges by way of first floating charge all its present and future assets and undertaking other than any assets effectively charged by way of legal mortgage

or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above.

4.2 Conversion of floating charge to fixed Security

(a) The Security Agent may at any time by notice to the relevant Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice if:

(i) this Debenture is enforceable in accordance with Clause 15 (*When Security becomes Enforceable*); or

(ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

(iii) the Security Agent considers (acting reasonably) that it is prudent in order to protect the priority of the Security.

(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:

(i) a Chargor creates (or attempts or takes any steps to create) any Security over any Charged Asset (save as expressly permitted under the Facilities Agreement);

(ii) a Chargor disposes (or attempts or takes any steps to dispose) of all or any of the Charged Assets (save as expressly permitted under the Facilities Agreement);

(iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration execution or other process against any Charged Asset (which, if frivolous or vexatious, is not discharged within two Business Days); or

(iv) an Administration Event occurs or a resolution is passed or an order is made for the winding-up of a Chargor or an Event of Default under clause 26.7 *(Insolvency proceedings)* of the Facilities Agreement is continuing.

5. RESTRICTIONS ON DEALING

5.1 Restrictions on dealings

No Chargor may:

(a) create or allow to exist any Security Interest over all or any part of the Charged Assets; or

(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, transfer, licence lease or otherwise dispose of all or any part of its assets or enter into any other preferential arrangement having a similar effect,

unless expressly permitted under the Facilities Agreement.

6. MATERIAL REAL PROPERTY

6.1 Description of information

Each Chargor represents and warrants to the Security Agent on the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture or the date of any Mortgage (as the case may be), that all Material Real Property in respect of which it has an interest is fully and accurately described in Schedule 2 (*Material Real Property*) (or, as applicable, the relevant schedule to a Security Accession Deed or Mortgage).

6.2 Acquisitions

If a Chargor acquires any Material Real Property after the date of this Debenture:

(a) it (or the Parent) must promptly notify the Security Agent;

(b) it must promptly on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a Mortgage in favour of the Security Agent (in accordance with the Agreed Security Principles);

(c) it must promptly on request by the Security Agent and at the cost of that Chargor, if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, make the necessary application to register this Security and any Mortgage by delivering to the Land Registry completed forms AP1, RX1 or CH2 (as applicable); and

(d) it must promptly on request by the Security Agent and at the cost of that Chargor, if applicable, ensure that this Security and any Mortgage is correctly noted in the Register of Title against that title at the Land Registry.

6.3 Notice of Security: Leases

Each Chargor will:

(a) immediately upon request from the Security Agent after the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon acquiring or entering into a Lease or granting any Mortgage) give notice to all landlords, tenants and other persons who are parties to any Leases, of the fixed Security constituted under this Security in respect of any such Lease, such notice being substantially in the form set out in Part 1 (*Notice of Charge of Lease*) of Schedule 5 (*Leases*); and

(b) use all reasonable endeavours to procure that each such landlord, tenant or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 (*Acknowledgment of Notice of Charge*) of Schedule 5 (*Leases*) within 20 Business Days of the date of this Debenture (or, as

applicable, the date of any Security Accession Deed or, if later, the date on which such lease was entered into or Mortgage granted).

6.4 Third Party Consents for Leases

(a) If under the terms of a Lease any Chargor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the consent of the landlord) (a "**Restricted Property**") it undertakes promptly to make an application for the landlord's consent to the creation of the mortgage contained in this Security and shall use all reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Security Agent informed of the progress of its negotiations with such landlord.

(b) There shall be excluded from the Security any Restricted Property until the relevant consent is obtained. Immediately upon receipt of such consent, the relevant Restricted Property shall stand mortgaged and charged to the Security Agent under Clause 3.2 (*Legal mortgage*) and the fixed charge contained in Clause 3.4 (*Fixed charges*) (together with any mortgage or charge to be created under Clause 14 (*Further Assurance*) or a Security Accession Deed or a Mortgage, as the case may be).

6.5 Deposit of title deeds

Each Chargor shall:

(a) as soon as reasonably practicable following the request of the Security Agent after the date of this Debenture, deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) all deeds, certificates and other documents (if any) constituting or evidencing title to any Material Real Property; and

(b) deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items,

in each case, unless such documents have already been provided to the Security Agent pursuant to the terms of another Transaction Security Document.

6.6 Application to the Land Registry

Each Chargor hereby consents to an application in the following (or substantially similar) terms being made to the Land Registry to enter a restriction by way of a Land Registry standard form P in the proprietorship register of any registered land at any time forming part of the Material Real 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 GLAS Trust Corporation Limited (as security agent) referred to in the charges register or their conveyancer*",

unless such application has already been made in respect of the same Material Real Property pursuant to another Transaction Security Documents.

7. INVESTMENTS

7.1 Changes to rights

No Chargor may (except to the extent permitted by the Facilities Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued.

7.2 Calls

(a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments.

(b) If a Chargor fails to do so, the Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 7.2 and, pending reimbursement, that payment will constitute part of the Secured Obligations.

7.3 Other obligations in respect of Investments

No Finance Party will be required in any manner to:

(a) perform or fulfil any obligation of a Chargor;

(b) make any payment;

(c) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or

(d) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment.

7.4 Dividends

(a) At any time prior to an Enforcement Event, each Chargor shall be entitled to receive and retain all dividends, interest and other monies arising from the Investments.

(b) At any time after an Enforcement Event, each Chargor shall hold any amounts or other benefits received by way of dividends, interest and other monies arising from the Investments on trust for the Secured Parties and pay the same immediately to the Security Agent or as it may direct.

7.5 Voting rights

(a) At any time prior to an Enforcement Event, each Chargor shall be entitled to exercise (or direct the exercise of) the voting and other rights and powers attached to the Investments *provided that* such Chargor may only exercise such rights or powers (or otherwise permit or agree to any variation of the rights attaching to or conferred by all or any part of the Investments) if:

(i) that does not breach any provision of any Finance Document or cause an Event of Default to occur;

(ii) that does not adversely affect the validity or enforceability of the Security created (or purported to be created) by this Debenture; and

(iii) the exercise of, or the failure to exercise, those rights and powers would not have a material and adverse effect on the ability of the Security Agent to realise any Security.

(b) At any time after an Enforcement Event, the Security Agent (or any Receiver or Delegate) may, at its discretion, (in the name of the relevant Chargor or otherwise and without any further consent or authority from such Chargor):

(i) exercise (or refrain from exercising) any voting rights in respect of the Investments;

(ii) apply all dividends, interest and other monies arising from the Investments in accordance with Clause 19 (*Application of Monies*);

(iii) transfer the Investments into the name of the Security Agent or such nominee(s) of the Security Agent as it shall require; and

(iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Investments, including the right, in relation to any company whose shares or other securities are included in the Investments, to concur or participate in:

(A) the reconstruction, amalgamation, sale or other disposal of such company or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence thereof);

(B) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and

(C) the exercise, renunciation or assignment of any right to subscribe for any shares or securities, in each case in the manner and on the terms the Security Agent thinks fit, and the proceeds of any such action shall form part of the Investments.

7.6 Delivery of share certificates and registers

Each Chargor shall:

(a) upon request from the Security Agent after the date of this Debenture, (or, as applicable, immediately upon the date of any Security Accession Deed or, if later, upon the acquisition of or subscription for any other Investments) deposit with the Security Agent (or procure the deposit of) all certificates or other documents to title to the Investments and stock transfer forms (executed in blank by it or on its behalf), together with a duly certified copy of the register for such Investments; and

(b) promptly upon the acquisition, subscription, accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the Investments, notify the Security Agent of that occurrence and procure the delivery to the Security Agent of all certificates or other documents of title representing such items and such stock transfer forms or other instruments of transfer (executed in blank by it or on its

behalf) in respect thereof as the Security Agent may request, together with a duly certified copy of the register for such Investments,

in each case, unless such documents have already been provided to the Security Agent pursuant to the terms of another Transaction Security Document.

8. INTELLECTUAL PROPERTY

8.1 Representations

Each Chargor represents to the Security Agent that as at the date of this Debenture or, as applicable, the date of any Security Accession Deed pursuant to which it becomes a party to this Debenture, all Material Intellectual Property is fully and accurately described in Schedule 4 (*Material Intellectual Property*) (or, as applicable, the relevant schedule to a Security Accession Deed).

8.2 Acquisition

Each Chargor (or the Parent on its behalf) shall promptly notify the Security Agent if it acquires, develops or establishes any Material Intellectual Property after the date of this Debenture which is material to its business.

8.3 Preservation

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

9. ACCOUNTS

9.1 Accounts

Each Chargor (or the Parent on its behalf) shall, on or before the date of this Debenture (or, as applicable, the date of any Security Accession Deed or the date on which any new Account is established after the date of this Debenture) deliver details of all of its Accounts to the Security Agent, unless such information has already been provided to the Security Agent pursuant to the terms of another Transaction Security Document.

9.2 Book debts and receipts

(a) Each Chargor shall get in and realise its:

(i) securities to the extent held by way of temporary investment;

(ii) book and other debts and other moneys owed to it; and

(iii) royalties, fees and income of any nature owed to it,

in the ordinary course of its business and, (subject to any restriction on the application of such proceeds contained in the Facilities Agreement), upon such proceeds being credit to an Account, be released from the fixed charged created pursuant to Clause 3.4 (*Fixed charges*) and such Chargor shall be entitled to withdraw such proceeds from such Account *provided that* such proceeds shall continue to be subject to the

floating charge created pursuant to Clause 4 (*Floating Charge*) and the terms of this Debenture.

(b) Following an Enforcement Event, each Chargor shall:

(i) pay such monies into such account as the Security Agent may designate; and

(ii) not enter into a single transaction or series of transactions to sell, factor, discount or otherwise dispose of all part of its receivables without the prior written consent of the Security Agent.

9.3 Withdrawals

(a) Prior to an Enforcement Event, the Chargor may withdraw any moneys (including interest) standing to the credit of an Account (other than a Controlled Account) except as prohibited by the Facilities Agreement.

(b) Except with the prior written consent of the Security Agent or as provided below, no Chargor may withdraw any moneys (including interest) standing to the credit of a Controlled Account except as permitted or required by clause 10 *(Mandatory prepayment)* of the Facilities Agreement.

(c) Prior to an Enforcement Event, the Security Agent may (subject to the payment of any claims having priority to this Security and subject to the Intercreditor Agreement) withdraw amounts standing to the credit of a Controlled Account in accordance with clause 10 *(Mandatory prepayment)* of the Facilities Agreement.

(d) After an Enforcement Event, the Security Agent may (subject to the payment of any claims having priority to this Security and subject to the Intercreditor Agreement) withdraw, transfer or set-off amounts standing to the credit of any Account to satisfy the Secured Obligations.

9.4 Notice of Security

Each Chargor (or the Parent on its behalf) will:

(a) immediately upon request from the Security Agent after the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon the establishment of any new Account), give notice to the relevant bank, building society, financial institution or other person of the charge constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Account, such notice being in the form set out in Part 1 (*Notice of Security over Accounts*) of Schedule 6 (*Accounts*) and specifying therein each Controlled Account as "blocked"; and

(b) use all reasonable endeavours to procure that the relevant bank, building society, financial institution or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 (*Acknowledgment of Security by Account Bank*) of Schedule 6 (*Accounts*).

10. INSURANCES

10.1 Rights

After an Enforcement Event:

(a) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances;

(b) each Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor; and

(c) each Chargor must hold any payment received by it under any of its Insurances (excluding proceeds of any third party liability insurances paid to the Chargor to meet third party claims) on trust for the Security Agent.

10.2 Notice of Security

Each Chargor will:

(a) immediately upon request from the Security Agent after the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon the establishment of any new Insurance Policy) give notice to each insurer party to each of the Insurance Policies of the assignment constituted by this Debenture (or Security Accession Deed, as applicable) in respect of each Insurance Policy, such notice being substantially in the form set out in Part 1 (*Notice of Assignment of Insurance Policies*) of Schedule 7 (*Insurance Policies*); and

(b) use all reasonable endeavours to procure that each such insurer delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 (*Acknowledgement of Assignment by Insurer*) of Schedule 7 (*Insurance Policies*).

11. SPECIFIC CONTRACTS

11.1 Notice of Security

(a) Each Chargor will:

(i) immediately upon request from the Security Agent after the date of this Debenture (or, as applicable, the date of any Security Accession Deed or, if later, upon the entering into or designation of any other Specific Contract), give notice to the relevant counterparty to each Specific Contract of the assignment constituted under this Debenture (or Security Accession Deed, as applicable) in respect of each Specific Contract, such notice being substantially in the form set out in Part 1 (*Notice of Assignment of Specific Contracts*) of Schedule 8 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably and in accordance with the Agreed Security Principles); and

(ii) use all reasonable endeavours to procure that the relevant counterparty delivers an acknowledgement of receipt of such notice to the Security Agent

substantially in the form set out in Part 2 (*Acknowledgement of Assignment by Counterparty*) of Schedule 8 (*Specific Contracts*) or in such other form as may be specified by the Security Agent (acting reasonably and in accordance with the Agreed Security Principles).

(b) Each Chargor is deemed to have given (and acknowledged) such notice of assignment in respect of any Intra-Group Loans outstanding on the date of this Debenture where the creditors and debtors under such loans are both Chargors.

(c) Each Chargor is deemed to have given such notice of assignment in respect of each Partnership Deed in respect of a Partnership in which it is a partner (and each other Chargor, to the extent that it is also a partner in the relevant Partnership, is deemed to have acknowledged such notice).

12. PARTNERSHIPS

12.1 Confirmation

Each Chargor confirms that, for the purpose of the representation and warranty set out in clause 22.4 (*Non-conflict with other obligations*) of the Facilities Agreement (and which is deemed to be made on the date of this Debenture and the date on which each Chargor accedes as an Additional Obligor under the Facilities Agreement), the expression "constitutional documents" includes, without limitation, the Partnership Deeds.

12.2 Representation

The Parent and each Chargor confirms that, as at the date of this Debenture, only Chargors are partners of the Partnerships.

12.3 Partnership Undertakings

The Parent and each Chargor shall (and the Parent shall ensure that each other member of the Group will) ensure that:

(a) no person (other than a Chargor under this Debenture) will become a partner of (or acquire any interest in) a Partnership;

(b) no amendment or variation shall be made to any Partnership Deed which could reasonably be expected to materially and adversely affect the interests of the Lenders under the Finance Documents or the interests of the Security Agent under this Debenture;

(c) a copy of any amendment or variation to a Partnership Deed is provided promptly to the Security Agent; and

(d) no other partnership (of any nature) shall be established by the Group without the prior written consent of the Security Agent.]

13. PROVISIONS AS TO SECURITY

13.1 Implied covenants for title

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*).

(b) It shall be implied in respect of Clauses 3 (*Fixed Security*) and 4 (*Floating Charge*) that a Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

13.2 Further Loans

(a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to the Chargors, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.

(b) Each Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

14. FURTHER ASSURANCE

14.1 Further assurance

(a) The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph (b) below.

(b) Each Chargor shall promptly, at its own cost and subject to the Agreed Security Principles, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notarisations, registrations, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

(i) to perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by such Chargor of a mortgage, charge, assignment or other Security Interest over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of any the rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this Security or by law;

(ii) subject to the Agreed Security Principles, to confer on the Security Agent (or the Secured Parties) security over any property, asset or undertaking of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or

(iii) after the Security has become enforceable, to facilitate the realisation of the Charged Assets.

14.2 Necessary Action

Subject to the Agreed Security Principles, each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary or as may reasonably be requested by the Security Agent for the purpose of the creation, perfection, protection or maintenance of any Security.

15. WHEN SECURITY BECOMES ENFORCEABLE

15.1 Timing

All Security will become immediately enforceable any time:

(a) after the occurrence of an Enforcement Event; or

(b) if a Chargor requests that the Security Agent exercises any of its powers under this Debenture.

15.2 Enforcement

After any Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of any Security in any manner it sees fit or as may be directed by the relevant Secured Parties in accordance with the Intercreditor Agreement.

16. ENFORCEMENT OF SECURITY

16.1 General

(a) The power of sale or other disposal conferred on the Security Agent and on any Receiver by this Security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 (and the Secured Obligations shall be deemed to be due and payable for that purpose) and such power shall arise on execution of this Debenture (or Security Accession Deed or Mortgage, as the case may be) but shall only be exercisable following an Enforcement Event.

(b) Any restriction imposed by law on the power of sale (including under section 103 of the Law of Property Act 1925) or the right of a mortgagee to consolidated mortgages (including under section 93 of the Law or Property Act 1925) does not apply to any Security.

(c) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders or leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Law of Property Act 1925).

16.2 No liability as mortgagee in possession

None of the Security Agent, any Receiver nor a nominee of either of them will be liable, by reason of entering into possession of a Charged Asset:

(a) to account as mortgagee in possession or for any loss on realisation; or

(b) for any default or omission for which a mortgagee in possession might be liable,

except in the case of gross negligence or wilful default on its part.

16.3 Privileges

Each Receiver, the Security Agent or a nominee of a Receiver of the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law (including the Law of Property Act 1925).

16.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

(a) whether the Secured Obligations have become payable;

(b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised; or

(c) how any money paid to the Security Agent or to that Receiver is to be applied.

16.5 Redemption of prior mortgages

(a) At any time after any Security has become enforceable, the Security Agent may:

(i) redeem any prior Security Interest against any Charged Asset; and/or

(ii) procure the transfer of that Security Interest to itself or its nominee; and/or

(iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.

(b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

16.6 Right of appropriation

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 apply to a Charged Asset, the Security Agent shall have the right (following an Enforcement Event and without giving notice) to appropriate all or any part of that Charged Asset in or towards the payment or discharge of the Secured Obligations. For this purpose, a commercially reasonable method of valuing a Charged Asset shall be:

(a) in the case of cash on account in an Account, the amount standing to the credit of that Account, together with any accrued interest, at the time of appropriation; and

(b) in the case of any Investments, their market value determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select.

16.7 Effect of Moratorium

The Security Agent shall not be entitled to exercise its rights under Clause 15.2 (*Enforcement*) or Clause 4.2 (*Conversion of floating charge to fixed Security*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule Al of the Insolvency Act 1986.

17. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

17.1 Appointment and removal

After any Security has become enforceable (or if requested by a Chargor) the Security Agent may by deed or otherwise (acting through an authorised officer of the Security Agent), without prior notice:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

(b) appoint two or more Receivers of separate parts of the Charged Assets;

(c) remove (so far as it is lawfully able) any Receiver so appointed;

(d) appoint another person(s) as an additional or replacement Receiver(s); or

(e) appoint one or more persons to be an administrator of the Chargor(s).

17.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 17.1 (*Appointment and removal*) shall be:

(a) entitled to act individually or together with any other person appointed or substituted as Receiver;

(b) for all purposes deemed to be the agent of the Chargor(s) which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Agent; and

(c) entitled to remuneration for his services at a rate to be fixed by the Security Agent from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

17.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Agent under the Law of Property Act 1925 (as extended by any Security) or otherwise and such powers shall remain exercisable from time to time by the Security Agent in respect of any part of the Charged Assets.

18. POWERS OF RECEIVERS

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the relevant Chargor) have and be entitled to exercise, in relation to the Charged Assets, and as varied and extended by the provisions of any Security (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of the relevant Chargor):

(a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;

(b) all 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);

(c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and

(d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to:

(i) any of the functions, powers, authorities or discretions conferred on or vested in him;

(ii) the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to any Security or by law (including realisation of all or any part of the assets in respect of which that Receiver was appointed); or

(iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when got in would be, Charged Assets.

19. APPLICATION OF MONIES

All moneys received or recovered by the Security Agent or any Receiver pursuant to any Security or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act 1925) be applied in accordance with the Intercreditor Agreement.

20. PROTECTION OF PURCHASERS

20.1 Consideration

The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

20.2 Protection of purchasers

No purchaser or other person dealing with the Security Agent or any Receiver shall be bound to inquire whether the right of the Security Agent or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or validity on the part of the Security Agent or such Receiver in such dealings.

21. POWER OF ATTORNEY

21.1 Appointment and powers

Each Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

(a) carrying out any obligation imposed on such Chargor by this Security or any other agreement binding on such Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and

(b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security or by law (including, after this Security has become enforceable in accordance with Clause 15 (*When Security becomes Enforceable*), the exercise of any right of a legal or beneficial owner of the Charged Assets).

21.2 Exercise of power of attorney

The Security Agent may only exercise the power of attorney granted pursuant to Clause 21.1 (*Appointment and powers*) following:

(a) the occurrence of an Event of Default which is continuing; or

(b) the failure by a Chargor to comply with any undertaking or obligation under this Debenture within five Business Days of being notified of that failure and being requested to comply by the Security Agent.

21.3 Ratification

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

22. EFFECTIVENESS OF SECURITY

22.1 Continuing security

(a) The Security shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent.

(b) No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

22.2 Cumulative rights

The Security shall be cumulative, in addition to and independent of every other Security Interest which the Security Agent or any Finance Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security Interest held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Assets shall merge into the Security.

22.3 No prejudice

The Security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Finance Parties or by any variation of the terms of the trust upon which the Security Agent holds the Security or by any other thing which might otherwise prejudice that Security.

22.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, or any delay on its part in exercising, any rights, powers and remedies of the Security Agent provided by or pursuant to this Security, shall operate as a waiver of those rights, powers and remedies, nor shall any single

or partial exercise of any such rights, powers and remedies preclude any further or other exercise of that or any other rights, powers and remedies.

22.5 Partial invalidity

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

22.6 Waiver of defences

The obligations of, and the Security created by, each Chargor under this Security will not be affected by any act, omission, matter or thing which, but for this Clause 22.6, would reduce, release or prejudice any of its obligations under, or the Security created by, this Security and whether or not known to such Chargor or any Finance Party including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor or any Obligor;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Obligor or other person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any Security;

(d) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any Obligor or any other person;

(e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; and

(g) any insolvency or similar proceedings relating to any Debtor.

22.7 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or Security Agent on its behalf) to proceed against or enforce any other rights or Security Interest or claim payment from any other person before claiming from such Chargor under this Security. This waiver applies irrespective of any law or any provision of this Security to the contrary.

22.8 Deferral of rights

Until the end of the Security Period, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under any Security:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any guarantor of any Obligor's obligations under this Security; and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Finance Parties under this Security or of any other guarantee or Security Interest taken pursuant to, or in connection with, this Security by any Finance Party.

22.9 Release of Chargors' right of contribution

If any Chargor ceases to be a Chargor in accordance with the terms of the Finance Documents for the purpose of any sale or other disposal of that Chargor:

(a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Guarantor arising by reason of the performance by any other Chargor of its obligations under the Finance Documents; and

(b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Finance Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Finance Party or of any other security taken under, or in connection with, any Finance Document where the rights or security are granted by or in relation to the assets of the retiring Chargor.

22.10 Collateral Security

Where any Security Interest initially takes effect as a collateral or further Security Interest to another Security Interest intended to be constituted under this Security or which otherwise secures all or any part of the Secured Obligations to which a Chargor is a party then, despite any receipt, release or discharge endorsed on or given in respect of or under the second mentioned Security Interest, the first mentioned Security Interest will operate as an independent Security Interest.

23. PRIOR SECURITY INTERESTS

(a) In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security Interest against any of the Charged Assets or in case of exercise by the Security Agent or any Receiver of any power of sale under any Security, the Security Agent may redeem such prior Security Interest or procure the transfer thereof to itself.

(b) The Security Agent may settle and agree the accounts of the prior Security Interest and any accounts so settled and passed will be conclusive and binding on the Chargors.

(c) All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Chargors to the Security Agent on demand together with accrued interest thereon as well as before judgment at the rate from time

to time applicable to unpaid sums specified in the Facilities Agreement from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgment).

24. SUBSEQUENT SECURITY INTERESTS

If the Security Agent or any of the other Finance Parties at any time receives or is deemed to have received notice of any subsequent Security Interest, assignment or transfer affecting the Charged Assets or any part of the Charged Assets which is prohibited by the terms of any Finance Document, all payments thereafter by or on behalf of any Chargor to the Security Agent will (in the absence of any express contrary appropriation by the Chargor) be treated as having been credited to a new account of such Chargor and not as having been applied in reduction of the Secured Obligations at the time that notice was received.

25. SUSPENSE ACCOUNTS

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

26. NOTICES

Any communication under this Security shall be made and given in accordance with the terms of clause 35 *(Notices)* of the Facilities Agreement.

27. COUNTERPARTS

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

28. GOVERNING LAW AND JURISDICTION

(a) This Debenture and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with English law.

(b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this deed or any non-contractual obligations arising out of or in any way relating to this Debenture) (a "**Dispute**").

(c) The parties to this Debenture agree that the courts of England are the most appropriate and convenient courts to settle the Disputes and accordingly no party will argue to the contrary.

THIS DEBENTURE has been executed as, and is intended to take effect as, a deed by the Original Chargors and is delivered and has been signed by the Security Agent on the date written on the first page of this Debenture.

SCHEDULE 1
THE CHARGORS

Name	Jurisdiction	Registered No.
Accomplish Group Midco Limited	England & Wales	09052762
Accomplish Group Bidco Limited	England & Wales	09052879
Cascade Care Group Limited	England & Wales	05775330
Cascade Care Holdings Limited	England & Wales	05775347
Cascade Care Limited	England & Wales	05654058
Accomplish Group Limited	England & Wales	02147328
Accomplish Group Property Limited	England & Wales	05003339
Tracscare 2005 Limited	England & Wales	05301437
Tracscare 2006 Group Limited	England & Wales	05694147
Tracscare 2006 Holdings Limited	England & Wales	05552877
Tracscare 2006 Limited	England & Wales	05458148
Tracscare 2007 Holdings Limited	England & Wales	06369226
Tracscare 2007 Limited	England & Wales	04249850
Accomplish Group Lifestyles Limited	England & Wales	04949085
Signia Estates Limited	England & Wales	06145024
Accomplish Group Support Limited	England & Wales	02187883
Accomplish Group Employee Limited	England & Wales	09672949
Your Lifestyle Group Limited	England & Wales	10133639
Your Lifestyle Nationwide Limited	England & Wales	10146259
Freedom Care Limited	England & Wales	04404828
Brookdale Care Partnership	England & Wales	N/A
Kemble Care Partnership	England & Wales	N/A
Milton Care Partnership	England & Wales	N/A
Milton Park Holdings Limited	Jersey	99608
Moville Holdings Limited	Jersey	100426

Kemble Holdings Limited	Jersey	100383

SCHEDULE 2
MATERIAL REAL PROPERTY

Chargor	**Property Description**	**Tenure**
Accomplish Group Property Limited	All that leasehold land and buildings known as Cateswell Court, 27 and 29 Cateswell Road, Hall Green, Birmingham, B28 8NB comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WM445715 and described as 27 and 29 Cateswell Road, Hall Green, Birmingham, B28 8NB.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Glanmore, 156 Holyhead Road, Wellington, Telford, TF1 2DL comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number SL88389 and described as 156 Holyhead Road, Wellington, Telford, TF1 2DL.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Six Garages and land at Glebe Road, Nuneaton comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WK431274 and described as Six Garages and land at Glebe Road, Nuneaton.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Westholme, 29 Greenhill Road, Moseley, Birmingham, B13 9SS comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WM612687 and described as 29 Greenhill Road, Moseley, Birmingham, B13 9SS.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Woodlands, 435 Shirley Road, Acocks Green, Birmingham, B27 7NX comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WM898767 and described as 435 Shirley Road, Acocks Green, Birmingham, B27 7NX.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Byron Lodge, 1 Coldstream Avenue, Manchester, M9 6PG comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number GM187063 and described as 1 Coldstream Avenue, Manchester, M9 6PG.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as Merstone House, 180 Coleshill Road, Marston Green, Birmingham, B37 7HP comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WM316025 and described as 180 Coleshill Road, Marston Green, Birmingham, B37 7HP.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as 64 Chesterwood Road, Birmingham, B13 0QE comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WM793119 and described as 64 Chesterwood Road, Birmingham, B13 0QE.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Lester Court, 2a Storer Road, Loughborough, LE11 5EQ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number LT102025 and described as 2a Storer Road, Loughborough, LE11 5EQ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Orchard View, 97 Orchard Hill, Little Billing, Northampton, NN3 9AG comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number NN54974 and described as Orchard View, 97 Orchard Hill, Little Billing, Northampton, NN3 9AG.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Pinetrees, The Avenue, Dallington, Northampton, NN5 7AJ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number NN37968 and described as Pinetrees, The Avenue, Dallington, Northampton, NN5 7AJ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as 100 St Georges Avenue, Northampton, NN2 6JF comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number NN16012 and described as 100 St Georges Avenue, Northampton, NN2 6JF.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as 17 The Grove, Beck Row, Bury St Edmunds, IP28 8DP comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number SK195308 and described as 17 The Grove, Beck Row, Bury St Edmunds, IP28 8DP.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as 60 Station Road, Woburn Sands, Milton Keynes, MK17 8RZ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number BM223702 and described as 60 Station Road, Woburn Sands, Milton Keynes, MK17 8RZ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Hazeldene, 127a Clyndu Street, Morriston, Swansea, SA6 7BG comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM137288 and described as 127a Clyndu Street, Morriston, Swansea, SA6 7BG.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Glynderwen, 1 Gorof Road, Lower Cwmtwrch, Swansea, SA9 1EH comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA919079 and described as Glynderwen, 1 Gorof Road, Lower Cwmtwrch, Swansea, SA9 1EH.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Kington House, Old Village Road, Barry, CF62 6RA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA102195 and described as Kington House, Old Village Road, Barry, CF62 6RA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Oakhill, 928 Carmarthen Road, Fforestfach, Swansea, SA5 4AB comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA933675 and described as 928 Carmarthen Road, Fforestfach, Swansea, SA5 4AB.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as The Willows & Cedar House, 5 to 10 Llys Gwynfryn, Bryncoch comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA378991 and described as 5 to 10 Llys Gwynfryn, Bryncoch.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as 46 Park Avenue, Skewen, Neath, SA10 6SA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM100931 and described as 46 Park Avenue, Skewen, Neath, SA10 6SA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Rose Cottage, 70 and 71 Leyshon Road, Gwaun Cae Gurwen, SA18 1EN comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA234147 and described as 70 and 71 Leyshon Road, Gwaun Cae Gurwen, SA18 1EN.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Cilddewi House, Heol Salem, Johnstown, Carmarthen, SA31 3HS comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM69536 and described as Cilddewi House, Heol Salem, Johnstown, Carmarthen, SA31 3HS.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Taith Cartref, Frood House, Clydach, Swansea, SA6 5HQ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA15098 and described as Frood House, Clydach, Swansea, SA6 5HQ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Grove View, 263a Birchgrove Road, Birchgrove, Swansea, SA7 9NA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA318534 and described as 263a Birchgrove Road, Birchgrove, Swansea, SA7 9NA.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	(1) All that leasehold land and buildings known as Gwynfryn, Box, Llanelli, SA15 3EX comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA269217 and described as Gwynfryn, Box, Llanelli, SA15 3EX. (2) All that leasehold land and buildings known as Land adjoining Gwynfryn, Box, Llanelli comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM465693 and described as Land adjoining Gwynfryn, Box, Llanelli.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Mond Court, Clydach, Swansea, SA6 5HQ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA258300 and described as Mond Court, Clydach, Swansea, SA6 5HQ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as The Paddocks, 41a Rhydycoed, Birchgrove, Swansea, SA7 9PE comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM267413 and described as 41a Rhydycoed, Birchgrove, Swansea, SA7 9PE.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Treeside, 15 Lon Brynawel, Llansamlet, SA7 9SY comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM169425 and described as 15 Lon Brynawel, Llansamlet, SA7 9SY.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Trevelyau, Bronwydd Arms, Carmarthen, SA33 6JA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA513725 and described as Trevelyau, Bronwydd Arms, Carmarthen, SA33 6JA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as College Fields, 413 Western Avenue, Cardiff, CF5 2BD comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM12098 and	Leasehold

Chargor	Property Description	Tenure
	described as 413 Western Avenue, Cardiff, CF5 2BD.	
Accomplish Group Property Limited	All that leasehold land and buildings known as 38 New Road, Skewen, Neath, SA10 6EP comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA74253 and described as 38 New Road, Skewen, Neath, SA10 6EP.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Ashcombe Court, 2 Elmhyrst Road, Weston-super-Mare, BS23 2SJ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number AV124686 and described as 2 Elmhyrst Road, Weston-super-Mare, BS23 2SJ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Pen Bryn, Primrose Villa, Primrose Terrace, Porth, CF39 9TF comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM104855 and described as Primrose Villa, Primrose Terrace, Porth, CF39 9TF.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Ty Llewellyn, Land and building lying on the north east side of Llewelyn Street, Aberdare comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA861190 and described as Land and building lying on the north east side of Llewelyn Street, Aberdare.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Ty Camlas, Masons Arms, 101 Gorof Road, Ystradgynlais, Swansea comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM93213 and described as Masons Arms, 101 Gorof Road, Ystradgynlais, Swansea.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Dyfan Court, 30 Merthyr Dyfan Road, Barry, CF62 9TG comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA496810 and described as 30 Merthyr Dyfan Road, Barry, CF62 9TG.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as Ty Bradwen, 47 Park Avenue, Skewen, Neath, SA10 6SA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA395058 and described as 47 Park Avenue, Skewen, Neath, SA10 6SA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Princes Court, 2 Princes Street, Cardiff, CF24 3PR comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA28140 and described as 2 Princes Street, Cardiff, CF24 3PR.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Manor Lodge, 147 Stow Hill, Newport, NP20 4FZ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA95497 and described as 147 Stow Hill, Newport, NP20 4FZ.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Ty Newydd, 186 Bassaleg Road, Newport, NP20 3PX comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA808579 and described as 186 Bassaleg Road, Newport, NP20 3PX.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Woodside Cottage, Craig Y Ceiliog Lane, Newport, NP20 7AE comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number WA233869 and described as Woodside Cottage, Craig Y Ceiliog Lane, Newport, NP20 7AE.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Sandpiper, Beach Road, Kewstoke, Weston-super-Mare, BS22 9UZ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number AV151670 and described as Sandpiper, Beach Road, Kewstoke, Weston-super-Mare, BS22 9UZ.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as Elm House, Howitts Lane, Eynesbury, St Neots, PE19 2JA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CB102739 and described as Elm House, Howitts Lane, Eynesbury, St Neots, PE19 2JA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Eynesbury House, Howitts Lane, Eynesbury, St Neots, PE19 2JA comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CB190660 and described as Eynesbury House, Howitts Lane, Eynesbury, St Neots, PE19 2JA.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Kemble House, 272 Colney Hatch Lane, London, N11 3DD comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number NGL676091 and described as Kemble House, 272 Colney Hatch Lane, London, N11 3DD.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Oakley House, 10 Bushmead Road, Eaton Socon, St Neots, PE19 8BP comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CB194667 and described as 10 Bushmead Road, Eaton Socon, St Neots, PE19 8BP.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Manor Farm, Pittsdean Road, Abbotsley, St Neots, PE19 6UW comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CB401212 and described as Manor Farm, Pittsdean Road, Abbotsley, St Neots, PE19 6UW.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Cranwell Court, The Lane, Wyboston, Bedford, MK44 3AS comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is comprised in a transfer of even date herewith and made between (1) Accomplish Group Property Limited (2) Link Corporate Trustees (UK) Limited and (3) Milton Park Holdings of part of the property presently registered at the Land Registry under title number BD270380 and described as Cranwell Court, The Lane, Wyboston, Bedford, MK44 3AS.	Leasehold

Chargor	Property Description	Tenure
Accomplish Group Property Limited	All that leasehold land and buildings known as Wyboston Lodge, Annexe, 123 The Lane, Wyboston, Bedford, MK44 3AS comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number BD259242 and described as Annexe, 123 The Lane, Wyboston, Bedford, MK44 3AS.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Sheridan House, 8 Bedford Road, Sandy, SG19 1EL comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number BD300017 and described as 8 Bedford Road, Sandy, SG19 1EL.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Ty Arfryn, Danybryn, Alltycnap Road, Johnstown, Carmarthen, SA31 3QY comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number CYM655903 and described as Danybryn, Alltycnap Road, Johnstown, Carmarthen, SA31 3QY.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Eilat, 106 Lowther Road, Bournemouth, BH8 8NS comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number DT58307 and described as 106 Lowther Road, Bournemouth, BH8 8NS.	Leasehold
Accomplish Group Property Limited	All that leasehold land and buildings known as Chantry, Groby Road, Leicester, LE3 9QJ comprised in a lease of even date herewith and made between (1) Link Corporate Trustees (UK) Limited and (2) Accomplish Group Property Limited the freehold reversion to which is registered at the Land Registry under title number LT209603 and described as Chantry, Groby Road, Leicester, LE3 9QJ.	Leasehold

Property Name	Title number	Land registry description	Chargor	Tenure
Bakelyn Lodge	CYM278632	86 and 88 Martin Street, Morriston, SA6 7BL	Accomplish Group Property Limited	Freehold

Bethany Lodge	WR82473	222 Malvern Road, Worcester, WR2 4PA	Accomplish Group Limited	Leasehold
Bryn Irfon	CYM137524	Bryn Irfon, Station Road, Llanwrtyd Wells, LD5 4RW	Accomplish Group Property Limited	Freehold
Cae Eithin	WA634230	23 Cae Eithin, Llangyfelach, Swansea, SA6 6EZ	Accomplish Group Property Limited	Freehold
Evergreen	WK225278 WM625171	119 Wake Green Road, Birmingham, B13 9UT Land lying on the south side of College Road, Moseley, Birmingham	Accomplish Group Property Limited	Freehold
Faraday Road	WA184914	44 Faraday Road, Clydach, Swansea, SA6 5JS	Accomplish Group Property Limited	Freehold
Ganwick House	HD486252	Ganwick House, Wagon Road, Barnet, EN4 0PH	Accomplish Group Support Limited	Leasehold
Gelli Ceirios	CYM275937 WA696671	Gelli Ceirios, Fforchaman Road, Cwmaman, Aberdare, CF44 6NH Land lying to the west of Fforchaman Road, Cwmaman, Aberdare	Accomplish Group Property Limited	Freehold
Glan-y-Felin	CYM148474 WA198211	3 Commercial Road, Rhydyfro, Pontardawe, Swansea, SA8 4SL Land lying to the west of Commercial Road, Pontardawe,	Accomplish Group Property Limited	Freehold

		Swansea		
Cae Deri	WA334417	The Old Vicarage, Sterry Road, Gowerton, SA4 3BP	Accomplish Group Property Limited	Freehold
Highbridge Court	ST80407	25 Berrow Road, Burnham-On-Sea, TA8 2EY	Accomplish Group Property Limited	Freehold
Holly House	GR197303	303 Gloucester Road, Cheltenham, GL51 7AR	Accomplish Group Property Limited	Freehold
Honeybrook House	WR91334	Honeybrook House, Honeybrook Lane, Kidderminster, DY11 5QS	Accomplish Group Limited	Leasehold
Lansdown Gardens	CYM98184	23 Heol Terrell, Canton, Cardiff, CF11 8BF	Accomplish Group Property Limited	Freehold
Llys Afon	CYM261363 CYM261366	Flat 1, 548a Cowbridge Road East, Cardiff, CF5 1BN Flat 2, 548a Cowbridge Road East, Cardiff, CF5 1BN	Accomplish Group Property Limited	Leasehold
Maycroft	WK83484	791 Alcester Road South, Birmingham, B14 5HJ	Accomplish Group Property Limited	Freehold
Lakeside - Hospital	BD215322	Land and buildings on the south side of The Lane, Wyboston	Milton Park Holdings Limited	Freehold
Lakeside - Pathway	BD130857	Latham House, The Lane,	Milton Park Holdings Limited	Freehold

House		Wyboston, Bedford, MK44 3AS		
Orchard Hill	NN182596	100 Orchard Hill, Little Billing, NN3 9AG	Accomplish Group Property Limited	Freehold
Rosewood	WA499726	64 Heol Y Coedcae, Cwmllynfell, Swansea, SA9 2FY	Accomplish Group Property Limited	Freehold
The Grove	HW122876	8 Blakebrook, Kidderminster, DY11 6AP	Accomplish Group Property Limited	Freehold
The Orchard	NN107777	The Orchard, Malabar Fields, Daventry, NN11 4DP	Accomplish Group Property Limited	Freehold
Thompson Court	WA211790	272 Cowbridge Road East, Cardiff, CF5 1HA	Accomplish Group Property Limited	Freehold
Ty Gobaith	WA98002	Partridge House, 159 Partridge Road, Llwynypia, Tonypandy, CF40 2SG	Accomplish Group Property Limited	Freehold
Ty Melyn	CYM19833	79 Marguerites Way, Cardiff, CF5 4QW	Accomplish Group Property Limited	Freehold
Warmley Court	GR357385	Lansdowne House, 33 Deanery Road, Kingswood, Bristol, BS15 9JB	Accomplish Group Limited	Leasehold
Innovation Centre	BD202747	Land and buildings on the south side of The Lane Wyboston	Milton Park Holdings Limited	Freehold
Potters Bar	HD122252	143 High Street, Potters Bar, EN6 5BB	Accomplish Group Property Limited	Leasehold

Priory Villas	NGL386228	23 Priory Villas, Colney Hatch Lane, London, N11 3DB	Kemble Holdings Limited	Leasehold
Alrosa	WA418403	24 Morgan Street, Trebanos, Pontardawe, Swansea, SA8 4DW	Accomplish Group Property Limited	Freehold
Whitland Court	WA253687	22 Whitland Close, Cardiff, CF5 3NB	Accomplish Group Property Limited	Freehold
Ashview	NN15036	330 Main Road, Duston, NN5 6NJ	Accomplish Group Property Limited	Freehold
Homeleigh	CYM137289	127 Clyndu Street, Morriston, Swansea, SA6 7BG	Accomplish Group Property Limited	Freehold
Red House	GR420632	25 Barnwood Road, Gloucester, GL2 0SD	Your Lifetsyle Nationwide Limited	Leasehold
Greenview House	WM412321	109 Coleshill Road, Marston Green, Birmingham, B37 7HT	Accomplish Group Property Limited	Freehold
Howells Road	CYM114090 CYM127314	14 Howells Road, Dunvant, Swansea, SA2 7SX Land at the back of 14 Howells Road, Dunvant, Swansea, SA2 7SX	Accomplish Group Property Limited	Freehold
James Street	WA736993	11 James Street, Pontardawe, Swansea, SA8 4LR	Accomplish Group Property Limited	Freehold
68 Conway Drive	LT207165	68 Conway Drive, Shepshed, LE12 9PP	Freedom Care Limited	Freehold

70 Conway Drive	LT114351	70 Conway Drive, Shepshed, LE12 9PP	Freedom Care Limited	Freehold
26 Brookside	NT67854	26 Brookside Avenue, East Leake, Loughborough, LE12 6PA	Freedom Care Limited	Freehold
362 Park Road	LT386385	362, Park Road, Loughborough, LE11 2HN	Freedom Care Limited	Freehold
Cranwell Court	BD270380	Cranwell Court, The Lane, Wyboston, Bedford, MK44 3AS	Accomplish Group Property Limited	Freehold
Hugglescote	LT470582 LT326894	Land on the North East Side of 28 Standard Hill Coalville, LE67 3HH Land on the North East Side of 27 Standard Hill, Coalville	Freedom Care Limited	Freehold

SCHEDULE 3
SHARES

Chargor	**Name of company in which shares are held**	**Class of shares held**	**Number of shares held**
Accomplish Group Midco Limited	Accomplish Group Bidco Limited	Ordinary	27,084,610
Accomplish Group Bidco Limited	Accomplish Group Property Limited	Ordinary	18,333
Accomplish Group Bidco Limited	Accomplish Group Property Limited	Ordinary A	96,248
Accomplish Group Bidco Limited	Accomplish Group Property Limited	Ordinary B	5,326
Accomplish Group Bidco Limited	Tracscare 2006 Group Limited	Ordinary	10,000
Accomplish Group Bidco Limited	Tracscare 2006 Group Limited	Ordinary A	90,000
Accomplish Group Bidco Limited	Tracscare 2006 Group Limited	Ordinary B	12,500
Accomplish Group Bidco Limited	Cascade Care Group Limited	Deferred	407
Accomplish Group Bidco Limited	Cascade Care Group Limited	Ordinary A	198,000
Accomplish Group Bidco Limited	Cascade Care Group Limited	Ordinary B	72,000
Accomplish Group Bidco Limited	Cascade Care Group Limited	Ordinary C	90,000
Accomplish Group Bidco Limited	Accomplish Group Care Limited	Ordinary A	1,751
Accomplish Group Bidco Limited	Accomplish Group Residential Care Limited	Ordinary A	1,167
Accomplish Group Bidco Limited	Accomplish Group Specialist Care Limited	Ordinary	1,000
Accomplish Group Bidco Limited	Accomplish Group Lifestyles Limited	Ordinary	1
Accomplish Group Bidco Limited	Accomplish Group Lifestyles Limited	Preference	300,000

Accomplish Group Bidco Limited	Accomplish Group Lifestyles (South West) Limited	Ordinary	1
Accomplish Group Bidco Limited	Accomplish Group (Eilat) Limited	Ordinary	1
Accomplish Group Bidco Limited	Accomplish Group Cymru Lifestyles South Limited	Ordinary	1
Accomplish Group Property Limited	Accomplish Group Limited	Ordinary	2
Accomplish Group Property Limited	Tracscare 2005 Limited	Ordinary	2
Tracscare 2006 Group Limited	Tracscare 2006 Holdings Limited	Ordinary	1
Tracscare 2006 Holdings Limited	Tracscare 2006 Limited	Ordinary	2
Tracscare 2006 Holdings Limited	Tracscare 2007 Holdings Limited	Ordinary	1
Tracscare 2007 Holdings Limited	Tracscare 2007 Limited	Ordinary	76
Tracscare 2007 Holdings Limited	Tracscare 2007 Limited	Ordinary B	24
Cascade Care Group Limited	Cascade Care Holdings Limited	Ordinary	1,333
Cascade Care Holdings Limited	Cascade Care Limited	Ordinary	1
Milton Park Holdings Limited	Signia Estates Limited	Ordinary Shares	2
Milton Park Holdings Limited	Accomplish Group Support Limited	Ordinary A shares	66,236
Milton Park Holdings Limited	Accomplish Group Support Limited	Ordinary Shares	86,551
Milton Park Holdings Limited	Accomplish Group Support Limited	Ordinary C Shares	1,347,214
Milton Park Holdings Limited	Accomplish Group Employee Limited	Ordinary Shares	100
Accomplish Group Bidco Limited	Your Lifestyle Group Limited	Ordinary Shares	2,446,000

Your Lifestyle Group Limited	Your Lifestyle Nationwide Limited	Ordinary Shares	1
Your Lifestyle Group Limited	Construction Alliance Recruitment Limited	Ordinary Shares	750
Accomplish Group Bidco Limited	Freedom Care Limited	Ordinary Shares	100

SCHEDULE 4
MATERIAL INTELLECTUAL PROPERTY

Trademark	**No.**	**No. in series**	**Class (Summary only)**	**Chargor**	**Country**	**Filing date**	**Renewal date**
ACCOMPLISH	3265441	1	41, 43, 44, 45	Accomplish Group Limited	UK	23 October 2017	23 October 2027
accomplish. make every day amazing	3265443	1	41, 43, 44, 45	Accomplish Group Limited	UK	23 October 2017	23 October 2027
TRACS	2169594	1	41, 42	Accomplish Group Limited	UK	16 June 1998	16 June 2028
TRACSCARE	2476372	1	44	Accomplish Group Limited	UK	07 January 2008	07 January 2028
brookdale brookdale	2456542	2	41, 44	Accomplish Group Healthcare Limited	UK	24 May 2007	24 May 2027
BROOKDALE	2456543	1	41, 44	Accomplish Group Healthcare Limited	UK	24 May 2007	24 May 2027
brookdale brookdale brookdale	3072665	4	41, 44	Accomplish Group Healthcare Limited	UK	15 Sept 2014	15 Sept 2024

brookdale							
	3072670	4	41, 44	Accomplish Group Healthcare Limited	UK	15 Sept 2014	15 Sept 2024

Domain name	Registrar	Chargor	Date of Registration	Expiry Date
accomplish-group.co.uk	123 Reg	Accomplish Group Limited	21/06/2017	21/06/2019
Tracscare.co.uk	Heart Internet	Accomplish Group Limited	10/08/1998	10/08/2020
asdcare.co.uk	Heart Internet	Accomplish Group Healthcare Limited	09/08/2004	09/08/2020
asdinfo.co.uk	Mclwebco	Accomplish Group Healthcare Limited	09/08/2004	09/08/2020
aspergerscare.co.uk	Mclwebco	Accomplish Group Healthcare Limited	15/11/2004	15/11/2018
aspergers-info.co.uk	Mclwebco	Accomplish Group Healthcare Limited	10/09/2003	10/09/2019
autism-info.co.uk	Mclwebco	Accomplish Group Healthcare Limited	03/10/2003	03/10/2019
brookdale.org.uk	Mclwebco	Accomplish Group Healthcare Limited	15/11/2002	15/11/2018
brookdalecare.co.uk	Mclwebco	Accomplish Group Healthcare Limited	30/08/2002	30/08/2020
brookdalecare.com	Tucows Inc	Accomplish Group Healthcare Limited	12/04/2003	12/04/2019
brookdalecareonline.co.uk	Mclwebco	Accomplish Group Healthcare Limited	10/05/2005	10/05/2019
brookdalehealthcare.co.uk	Mclwebco	Accomplish Group Healthcare Limited	16/02/2005	16/02/2019
brookdale-healthcare.co.uk	Mclwebco	Accomplish Group Healthcare Limited	07/10/1999	07/10/2019
brookdaleonline.co.uk	Mclwebco	Accomplish Group Healthcare Limited	25/04/2005	25/04/2019
mentalhealth-info.co.uk	Mclwebco	Accomplish Group Healthcare Limited	10/09/2003	10/09/2019
miltonparkcare.co.uk	Mclwebco	Accomplish Group Healthcare Limited	12/01/2012	12/01/2020

miltonparkcare.com	Tucows Inc	Accomplish Group Healthcare Limited	12/01/2012	12/01/2019
miltonparkhospital.co.uk	Mclwebco	Accomplish Group Healthcare Limited	10/01/2005	10/01/2019
ypd-info.co.uk	Mclwebco	Accomplish Group Healthcare Limited	10/09/2003	10/09/2019
newbridges.co.uk	Heart Internet	Accomplish Group Limited	23/10/2006	23/10/2019
Nursingalliance.co.uk	Namesco Limited	Your Lifestyle Nationwide Limited	01/06/2007	01/06/2020
Carealliance.co.uk	Namesco Limited	Your Lifestyle Nationwide Limited	24/04/2007	24/04/2020
Constructionalliance.org.uk	123 Reg	Construction Alliance Recruitment Limited	14/12/2005	14/12/2020
Yourlifestyle.uk.com	Ascio Technologies Inc	Your Lifestyle Nationwide Limited	08/12/2008	08/12/2018
yourlifestyle.co	123 Reg	Your Lifestyle Nationwide Limited	22/02/2011	21/02/2019
alkare.co.uk	Heart Internet	Accomplish Group Limited	3/11/2004	03/11/2019
tracscare.com	Mesh Digital Ltd	Accomplish Group Limited	17/09/2008	17/09/2019
tracscare.net	Mesh Digital Ltd	Accomplish Group Limited	17/09/2008	17/09/2019
tracscare.org.uk	Heart Internet	Accomplish Group Limited	17/09/2008	17/09/2019
tracsnet.co.uk	Heart Internet	Accomplish Group Limited	28/04/2009	28/04/2020
wearewondrous.co.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
wearewondrous.org.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
wondrous.org.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019

wondrousgroup.co.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
wondrousgroup.org.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
youarewondrous.co.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
youarewondrous.org.uk	Heart Internet	Accomplish Group Limited	13/03/2017	13/03/2019
accomplish-group.co.uk	123 Reg	Accomplish Group Limited	21/06/2017	21/06/2019
accomplish-group.com	123 Reg	Accomplish Group Limited	21/06/2017	21/06/2019
accomplish-group.org.uk	123 Reg	Accomplish Group Limited	21/06/2017	21/06/2019
accomplishgroup.org	123 Reg	Accomplish Group Limited	06/10/0217	06/10/2019
accomplishgroup.org.uk	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishjobs.co.uk	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishjobs.com	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishjobs.org.uk	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishsupportedliving.co.uk	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishsupportedliving.com	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
accomplishsupportedliving.org.uk	123 Reg	Accomplish Group Limited	21/06/0217	21/06/2019
Freedomcare.org	123 Reg	Freedom Care Limited	19/04/2006	19/04/2020

SCHEDULE 5
LEASES

Part 1
Notice of Charge of Lease

To: [*Insert name and address of immediate Landlord*]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated ___ November 2018 (the "**Debenture**"), we charged to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) all our right, interests and benefits in, to and under [the [*describe Lease*] dated [●] between [●] and [●] relating to [●] (including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant) (the "**Lease**").]

We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an "**Enforcement Notice**").

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Lease or available at law or in equity are exercisable by the Security Agent;

2. all rights to compel performance of the Lease are exercisable by the Security Agent; and

3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Lease belong to the Security Agent;

4. all amounts payable by you in relation to the Lease shall be payable directly to (or at the direction of) the Security Agent; and

5. you are authorised to disclose information in relation to the Lease to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at GLAS Trust Corporation Limited, 45 Ludgate Hill, London, EC4M 7JU) with a copy to us.

Yours faithfully

.....
[*Insert name of relevant Chargor*]

Part 2
Acknowledgment of Notice of Charge

To: GLAS Trust Corporation Limited
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the "**Chargor**") of a notice dated [●] of a charge by way of [fixed charge] upon the terms of a debenture dated ___ November 2018 (the "**Debenture**") to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) of all the Chargor's right, interest and benefit in, to and under the Lease (as specified in that notice) to which we are a party (the "**Notice**").

We confirm that we have not received notice of:

1. any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or

2. the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We further confirm that:

1. following our receipt of an Enforcement Notice (as defined in the Notice), no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;

2. following our receipt of an Enforcement Notice (as defined in the Notice), no termination of such rights, interests or benefits will be effective unless we have given the Security Agent 21 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;

3. the Chargor will remain liable to perform all its obligations under the Lease and the Security Agent is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Lease; and

4. no breach or default on the part of the Chargor of any of the terms of such Lease will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

.....
[*Landlord*]

SCHEDULE 6
ACCOUNTS

Part 1
Notice of Security over Accounts

To: [*Insert name and address of bank/building society/financial institution*]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated ___ November 2018 (the "**Debenture**"), the companies identified in the schedule to this notice (together with the Parent, the "**Customers**") have charged to GLAS Trust Corporation Limited (the "**Security Agent**") as trustee for the Secured Parties any accounts and all monies (including interest) from time to time standing to the credit of those accounts identified in the schedule to this notice (the "**Charged Accounts**") and to all interest (if any) accruing thereon.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an "**Enforcement Notice**").

We irrevocably instruct and authorise you:

1. following receipt of an Enforcement Notice (or at any time in respect of any blocked Charged Account), to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly; and

2. to disclose to the Security Agent (without any reference to or further authority from us and without any inquiry by you as to the justification for such disclosure) such information relating to the Customers or the Charged Accounts which the Security Agent may from time to time request you to disclose to it.

We also give you notice that:

1. the Security Agent will have sole signing rights to those Charged Accounts which are identified as "blocked" accounts in the schedule to this notice and therefore the Customers may not withdraw any monies from such accounts without having obtained the prior written consent of the Security Agent;

2. the Customers may make withdrawals from those Charged Accounts which are identified as "not blocked" accounts in the schedule below until such time as the Security Agent shall notify you in writing that their permission is withdrawn; and

3. the provisions of this notice may only be revoked or varied with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement of this notice and returning to the Security Agent (at GLAS Trust Corporation Limited, 45 Ludgate Hill, London, EC4M 7JU) with a copy to us.

Yours faithfully

……
[*Insert name of the Parent/charging company*]
[For and on behalf of [●]

as agent for and on behalf of all of the Customers][1]

[1] Delete if the charging company is sending this on its own behalf, not by the Parent on its behalf.

Schedule

Customer	**Account Number**	**Sort Code**	**Status**
[●]	[●]	[●]	[blocked/not blocked]

Part 2
Acknowledgment of Security by Account Bank

To: GLAS Trust Corporation Limited
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [*insert name of charging company*] (the "**Chargor**") of a notice dated [●] of a charge upon the terms of a debenture dated ___ November 2018 (the "**Debenture**") of all monies (including interest) from time to time standing to the credit of the Charged Accounts specified in the notice. Terms defined in such notice shall have the same meaning in this acknowledgement (the "**Notice**").

We agree to act in accordance with the provisions of the Notice.

We unconditionally and irrevocably waive all rights of set-off, lien, combination or consolidation of accounts, security in respect of any Charged Account and similar rights (however described) which we may have now or in the future in respect of any Charged Account or the balance thereon to the extent that such rights relate to amounts owed to us by any Customer.

We confirm that we have not received notice of the interest of any third party in any Charged Account.

This letter is to be governed by and will be construed in accordance with the laws of England.

Yours faithfully

……
[*Insert name of account bank*]

SCHEDULE 7
INSURANCE POLICIES

Part 1
Notice of Assignment of Insurance Policies

To: [*Insert name and address of insurer*]

Date: [●]

Dear Sirs

We give you notice that, by a debenture dated ___ November 2018 (the "**Debenture**"), we charged by way of assignment to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [*describe Insurance Policy*] with policy number [*insert policy number*] effected by us or whomsoever (including all monies payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy of insurance (the "**Policy**").

We will remain liable to perform all our obligations under the Policy and the Security Agent is under no obligation of any kind whatsoever under the Policy nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an "**Enforcement Notice**").

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Policy or available at law or in equity are exercisable by the Security Agent;

2. all rights to compel performance of the Policy are exercisable by the Security Agent;

3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Policy belong to the Security Agent;

4. all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Security Agent; and

5. you are authorised to disclose information in relation to the Policy to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at GLAS Trust Corporation Limited, 45 Ludgate Hill, London, EC4M 7JU) with a copy to us.

Yours faithfully

……..
[*Insert name of charging company*]

Part 2
Acknowledgement of Assignment by Insurer

To: GLAS Trust Corporation Limited
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [*insert name of charging company*] (the "**Chargor**") of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated ___ November 2018 (the "**Debenture**") to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) of all the Chargor's right, interest and benefit in, to and under the Policy (as specified in that notice) to which we are a party (the "**Notice**").

We confirm that:

1. we have not received notice of:

   (a) any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or

   (b) the interest of any third party in any of the rights, interests and benefits specified in the Notice;

2. we acknowledge the terms of the Notice and will act in accordance with its provisions;

3. we have noted the interests of the Security Agent on the Policy;

4. we will notify the Security Agent of any claim paid out by us under the Policy; and

5. no breach or default on the part of the Chargor of any of the terms of such Policy will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

……..
[*Insurer*]

SCHEDULE 8
SPECIFIC CONTRACTS

Part 1
Notice of Assignment of Specific Contracts

To: [*Insert name of Counterparty/ies*]

Date: [●]

Dear Sirs,

We give you notice that, by a debenture dated ___ November 2018 (the "**Debenture**"), we charged by way of assignment to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) all our right, interests and benefits in, to and under the [*describe Specific Contract*] (including all monies payable thereunder) (the "**Contract**").

We will remain liable to perform all our obligations under the Contract and the Security Agent is under no obligation of any kind whatsoever under the Contract nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Contract.

If the security constituted by the Debenture becomes enforceable, the Security Agent may notify you of such event (an "**Enforcement Notice**").

Please note that immediately following your receipt of an Enforcement Notice:

1. all remedies provided for under the Contract or available at law or in equity are exercisable by the Security Agent;

2. all rights to compel performance of the Contract are exercisable by the Security Agent;

3. all rights, interests and benefits whatsoever accruing to or for the benefit of us arising under the Contract belong to the Security Agent;

4. all amounts payable by you in relation to the Contract shall be payable directly to (or at the direction of) the Security Agent; and

5. you are authorised to disclose information in relation to the Contract to the Security Agent.

This letter may only be revoked with the prior written consent of the Security Agent.

This letter is governed by and will be construed in accordance with the laws of England.

Please confirm your agreement to the above by signing the enclosed acknowledgement and returning it to the Security Agent (at GLAS Trust Corporation Limited, 45 Ludgate Hill, London, EC4M 7JU) with a copy to us.

Yours faithfully

……..
[*Insert name of charging company*]

Part 2
Acknowledgement of Assignment by Counterparty

To: GLAS Trust Corporation Limited
as Security Agent

Date: [●]

Dear Sirs

We confirm receipt from [●] (the "**Chargor**") of a notice dated [●] of a charge by way of assignment upon the terms of a debenture dated ___ November 2018 (the "**Debenture**") to GLAS Trust Corporation Limited (the "**Security Agent**") (as trustee for the Secured Parties) of all the Chargor's right, interest and benefit in, to and under the Contract (as specified in that notice) to which we are a party (the "**Notice**").

We confirm that we have not received notice of:

1. any assignment or charge of or over any of the rights, interests and benefits specified in the Notice; or

2. the interest of any third party in any of the rights, interests and benefits specified in the Notice.

We confirm that we acknowledge the terms of the Notice and will act in accordance with its provisions.

We unconditionally and irrevocably waive all rights of set-off, counter-claim and similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor.

This letter is governed by and will be construed in accordance with the laws of England.

Yours faithfully

……..
[*Insert name of counterparty*]

SCHEDULE 9
FORM OF SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated [●] and is made between:

(1) **ACCOMPLISH GROUP MIDCO LIMITED** (incorporated in England and Wales with company number 09052762 for itself and for the Chargors (the "**Parent**");

(2) [●] (incorporated in England and Wales with company number [●] (the "**Additional Chargor**"); and

(3) **GLAS TRUST CORPORATION LIMITED**, as security trustee for itself and the other Secured Parties (the "**Security Agent**").

BACKGROUND

(A) This Security Accession Deed is supplemental to a debenture dated ___ November 2018 between, among others, the Parent and the Security Agent (the "**Debenture**") and the Additional Chargor intends to accede to the Debenture as a Chargor.

(B) [The Additional Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Security Accession Deed].

(C) The Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to "this Debenture" shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGOR

2.1 Accession

The Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 **Covenant to pay**

The Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. **FIXED SECURITY**

3.1 **General**

All Security created by the Additional Chargor under this Clause 3 and Clause 4 (*Floating Charge*) is:

(a) granted in favour of the Security Agent as Security Agent for the Secured Parties;

(b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);

(c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and

(d) granted in respect of all the right, title and interest (if any), present and future, of the Additional Chargor in and to the relevant Charged Asset.

For the avoidance of doubt, no grant of security (whether by way of charge, grant, assignment or otherwise) under Clause 3, Clause 4 or otherwise, shall be deemed to extend to (and shall not be intended to extend to) any assets deemed to be *situs* in Jersey.

3.2 **Legal mortgage**

The Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 1 *(Material Real Property)* to this Security Accession Deed).

3.3 **Assignment by way of Security**

(a) The Additional Chargor assigns and agrees to assign and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:

(i) any Insurance Policies; and

(ii) each Specific Contract.

(b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.

(c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 **Fixed charges**

The Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

(a) by way of first fixed charge, the Material Real Property;

(b) by way of first fixed charge, the Accounts;

(c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

(d) by way of first fixed charge, the Intellectual Property;

(e) by way of first fixed charge, the Plant and Machinery;

(f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;

(g) by way of first fixed charge, the Investments;

(h) by way of first fixed charge, the Partnership Assets and the Partnership Rights; and

(i) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

3.5 **Fixed security**

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

3.6 **Jersey *situs* assets**

In relation to any Chargor incorporated in Jersey, no grant of security (whether by way of charge, mortgage, assignment or otherwise) under this Clause 3 or Clause 4 (*Floating Charge*) shall extend to (and shall not be intended to extend to) any assets deemed to be *situs* in Jersey

4. **FLOATING CHARGE**

4.1 **Floating charge**

(a) The Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.

(b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 **Conversion of floating charge to fixed Security**

(a) The Security Agent may at any time by notice to the Additional Chargor convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:

(i) this Security Accession Deed is enforceable in accordance with clause 15 (*When Security becomes Enforceable*) of the Debenture;

(ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

(iii) the Security Agent considers that it is prudent in order to protect the priority of the Security.

(b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:

(i) the Additional Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement);

(ii) the Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);

(iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or

(iv) an Administration Event occurs or a resolution is passed or an order is made for the winding-up of a Chargor or an Event of Default under clause 26.7 *(Insolvency proceedings)* of the Facilities Agreement is continuing.

5. **PROVISIONS AS TO SECURITY**

5.1 **Implied covenants for title**

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed.

(b) It shall be implied in respect of Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed that the Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

5.2 **Further Loans**

(a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to the Additional Chargor, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.

(b) The Additional Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

6. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affects any Security Interest granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

7. SECURITY POWER OF ATTORNEY

7.1 **Appointment and powers**

The Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

(a) carrying out any obligation imposed on the Additional Chargor by this Security Accession Deed or any other agreement binding on the Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and

(b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 15 (*When Security becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

7.2 **Exercise of power of attorney**

The Security Agent may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

(a) the occurrence of an Event of Default which is continuing; or

(b) the failure by the Parent to comply with any further assurance or perfection of security obligations required by the terms of the Debenture.

8. COUNTERPARTS

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

9. GOVERNING LAW AND JURISDICTION

Clause 28 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and the Additional Chargor(s) and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

SCHEDULE 1
MATERIAL REAL PROPERTY

SCHEDULE 2
SHARES

SCHEDULE 2
INTELLECTUAL PROPERTY

EXECUTION PAGE TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP MIDCO LIMITED**

…… Signature of Director

…… Name of Director

in the presence of:

Signature of witness …….

Name of witness …….

Address of witness …….

Occupation of witness …….

The Additional Chargor

EXECUTED AS A DEED

By: **[●] LIMITED**

…… Signature of Director

…… Name of Director

in the presence of:

Signature of witness …….

Name of witness …….

Address of witness …….

Occupation of witness …….

The Security Agent

By: **GLAS TRUST CORPORATION LIMITED**

…… Authorised Signatory

Address: 45 Ludgate Hill, London, EC4M 7JU

Email: tmg@glas.agency

Attention: Transaction Management Group / Project Accomplish

SCHEDULE 10
FORM OF SUPPLEMENTAL MORTGAGE

THIS MORTGAGE is dated [●] and is made between:

(1) **ACCOMPLISH GROUP MIDCO LIMITED** (incorporated in England and Wales with company number 09052762 for itself and for the Chargors (the "**Parent**");

(2) [●] (incorporated in England and Wales with company number [●] (the "**Mortgagor**"); and

(3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

BACKGROUND

(A) This Mortgage is supplemental to a debenture dated ___ November 2018 between, among others, the Parent and the Security Agent (the "**Debenture**").

(B) [The Mortgagor has acquired [*insert details of Material Real Property*] on or about the date of this Mortgage and intends to grant a legal mortgage in respect of such Material Real Property.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Mortgage, terms defined in the Debenture have the same meaning when used in this Mortgage.

1.2 Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Mortgage as if they were set out in full in this Mortgage, but so that references in those clauses to "**this Debenture**" shall be construed as reference to this Mortgage.

1.3 Incorporation of provisions

Clauses 15 (*When Security becomes Enforceable*) to 26 (*Notices*) of the Debenture are incorporated into this Mortgage as if expressly set out herein, *mutatis mutandis*.

2. COVENANT TO PAY

The Mortgagor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

3.1 General

All Security created by the Mortgagor under this Clause 3 is:

(a) granted in favour of the Security Agent as Security Agent for the Secured Parties;

(b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);

(c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and

(d) granted in respect of all the right, title and interest (if any), present and future, of the Mortgagor in and to the relevant Charged Asset.

3.2 **Legal mortgage**

The Mortgagor charges by way of first legal mortgage the Material Real Property (specified in the schedule *(Material Real Property)* to this Mortgage).

4. **PROVISIONS AS TO SECURITY**

4.1 **Implied covenants for title**

(a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3 (*Fixed Security*) of this Mortgage.

(b) It shall be implied in respect of Clause 3 (*Fixed Security*) of this Mortgage that the Mortgagor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

4.2 **Further Loans**

(a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to the Mortgagor, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.

(b) The Mortgagor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

5. **MATERIAL REAL PROPERTY**

5.1 **Notice of Security: Leases**

The Mortgagor will:

(a) immediately upon the date of this Mortgage give notice to all landlords, tenants and other persons who are parties to any Leases, of the fixed Security constituted under this Mortgage in respect of any such Lease, such notice being substantially in the form set out in Part 1 (*Notice of Charge of Lease*) of Schedule 5 (*Leases*) of the Debenture; and

(b) use all reasonable endeavours to procure that each such landlord, tenant or other person delivers an acknowledgement of receipt of such notice to the Security Agent substantially in the form set out in Part 2 (*Acknowledgment of Notice of Charge*) of Schedule 5 (*Leases*) of the Debenture within 20 Business Days of the date of this Mortgage.

5.2 **Third Party Consents for Leases**

(a) If under the terms of a Lease the Mortgagor is not permitted to charge or assign its interest in such Material Real Property (either absolutely or without the consent of the landlord) (a "**Restricted Property**") it undertakes promptly to make an application for the landlord's consent to the creation of the mortgage contained in this Security and shall use all reasonable endeavours to obtain such consent as soon as reasonably practicable and shall keep the Security Agent informed of the progress of its negotiations with such landlord.

(b) There shall be excluded from this Security any Restricted Property until the relevant consent is obtained. Immediately upon receipt of such consent, the relevant Restricted Property shall stand mortgaged and charged to the Security Agent under Clause 3 (*Fixed Security*) of this Mortgage.

5.3 **Deposit of title deeds**

The Mortgagor shall:

(a) as soon as reasonably practicable following the request of the Security Agent after the date of this Mortgage, deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) all deeds, certificates and other documents (if any) constituting or evidencing title to any Material Real Property; and

(b) deposit with the Security Agent (or provide a solicitor's undertaking to hold in favour of the Security Agent) at any time thereafter any further such deeds, certificates and other documents, promptly upon coming into possession of any of those items.

5.4 **Application to the Land Registry**

The Mortgagor hereby consents to an application in the following (or substantially similar) terms being made to the Land Registry to enter a restriction by way of a Land Registry standard form P in the proprietorship register of any registered land at any time forming part of the Material Real 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 GLAS Trust Corporation Limited (as security agent) referred to in the charges register or their conveyancer.*"

6. **CONSENT OF EXISTING CHARGING COMPANIES**

The Parent agrees (for itself and each Chargor) to the terms of this Mortgage and agrees that its execution will in no way prejudice or affects any Security granted by any Chargor by or under the Debenture (or Security Accession Deed or any other Mortgage).

7. **COUNTERPARTS**

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

8. GOVERNING LAW AND JURISDICTION

Clause 28 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Mortgage as if set out here in full but so that references to the Debenture shall be construed as references to this Mortgage.

THIS MORTGAGE has been executed as, and is intended to take effect as, a deed by the Parent and the Mortgagor and is delivered and has been signed by the Security Agent on the date written on the first page of this Mortgage.

SCHEDULE
MATERIAL REAL PROPERTY

Mortgagor	**Address/description of land**	**Title No.**	**Tenure**

EXECUTION PAGE TO THE MORTGAGE

The Parent

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP MIDCO LIMITED**

…… Signature of Director

…… Name of Director

in the presence of:

Signature of witness …….

Name of witness …….

Address of witness …….

Occupation of witness …….

The Mortgagor

EXECUTED AS A DEED

By: **[●]**

…… Signature of Director

…… Name of Director

in the presence of:

Signature of witness …….

Name of witness …….

Address of witness …….

Occupation of witness …….

The Security Agent

By: **GLAS TRUST CORPORATION LIMITED**

…… Authorised Signatory

Address: 45 Ludgate Hill, London, EC4M 7JU

Email: tmg@glas.agency

Attention: Transaction Management Group / Project Accomplish

EXECUTION PAGES

The Parent

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP MIDCO LIMITED**

....[redacted]..... Signature of Director

RICHARD CRANER ..... Name of Director

in the presence of:

Signature of witness [redacted]..

Name of witness CHLOE SMITH .....

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness .....TRAINEE SOLICITOR.

The Chargors

EXECUTED AS A DEED

By: **CASCADE CARE GROUP LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **CASCADE CARE HOLDINGS LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **CASCADE CARE LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

CHLOE SMITH

Name of witness

Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Address of witness

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP BIDCO LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

CHLOE SMITH.

Name of witness

Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Address of witness

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP MIDCO LIMITED**

[redacted]..... Signature of Director

RICHARD GRANGER ..... Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP PROPERTY LIMITED**

..... [redacted]..... Signature of Director

RICHARD GRANGER ..... Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **TRACSCARE 2005 LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **TRACSCARE 2006 GROUP LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **TRACSCARE 2006 HOLDINGS LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **TRACSCARE 2006 LIMITED**

..... [redacted] ... Signature of Director

RICHARD CRANER ..... Name of Director

in the presence of:

Signature of witness [redacted] .....

Name of witness CHLOE SMITH .....

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **TRACSCARE 2007 HOLDINGS LIMITED**

..... [redacted] ..... Signature of Director

RICHARD CRANER ..... Name of Director

in the presence of:

Signature of witness ..... [redacted] .....

Name of witness CHLOE SMITH .....

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **TRACSCARE 2007 LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP LIFESTYLES LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **MILTON PARK HOLDINGS LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **MOVILLE HOLDINGS LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **KEMBLE HOLDINGS LIMITED**

..... [redacted] ... Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted] .....

CHLOE SMITH

Name of witness .....

Goodwin Procter (UK) LLP
100 Cheapside

Address of witness .....London.....

EC2V 6DY

Occupation of witness ...TRAINEE SOLICITOR.

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP SUPPORT LIMITED**

..... [redacted] .... Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted] .....

CHLOE SMITH

Name of witness ..Goodwin Procter (UK) LLP.....

100 Cheapside

Address of witness ...London.....

EC2V 6DY

Occupation of witness ....TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **SIGNIA ESTATES LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **ACCOMPLISH GROUP EMPLOYEE LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **YOUR LIFESTYLE GROUP LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **YOUR LIFESTYLE NATIONWIDE LIMITED**

[redacted] Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **FREEDOM CARE LIMITED**

..... [redacted] ..... Signature of Director

RICHARD CRANER Name of Director

in the presence of:

Signature of witness [redacted] .....

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **KEMBLE CARE PARTNERSHIP**

..... [redacted] .... Signature of Member

RICHARD CRANER Name of Member

in the presence of:

Signature of witness [redacted]

Name of witness

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **BROOKDALE CARE PARTNERSHIP**

[redacted] Signature of Member

RICHARD CRANER Name of Member

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

EXECUTED AS A DEED

By: **MILTON CARE PARTNERSHIP**

[redacted] Signature of Member

RICHARD CRANER Name of Member

in the presence of:

Signature of witness [redacted]

Name of witness CHLOE SMITH.

Address of witness Goodwin Procter (UK) LLP
100 Cheapside
London
EC2V 6DY

Occupation of witness TRAINEE SOLICITOR

The Security Agent
By: **GLAS TRUST CORPORATION LIMITED**

.....[redacted].. Authorised Signatory

Address: 45 Ludgate Hill, London, EC4M 7JU

Email: tmg@glas.agency

Attention: Transaction Management Group / Project Accomplish