



**Registration of a Charge**

Company name: **ORCHARD RESIDENTIAL CARE LIMITED**

Company number: **10907041**



X6ZA294A

Received for Electronic Filing: **07/02/2018**

---

**Details of Charge**

Date of creation: **05/02/2018**

Charge code: **1090 7041 0001**

Persons entitled: **CONSORTIUM COMMERCIAL DEVELOPMENTS LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

Certified by: **SHOOSMITHS LLP**



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

Company number: 10907041

Charge code: 1090 7041 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2018 and created by ORCHARD RESIDENTIAL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2018 .

Given at Companies House, Cardiff on 9th February 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**



## Landlord Charge over Shares

- (1) Orchard Residential Care Limited
- (2) Consortium Commercial Developments Limited

Dated 5 February 2018

3 Hardman Square  
Manchester M3 3EB  
T +44 (0)333 006 0700  
F +44 (0)333 006 0711  
DX 14402 Manchester 2

[www.TLTsolicitors.com](http://www.TLTsolicitors.com)  
103B/EJ11/000000/000000/44530974.2

## Contents

### Clauses

1	Definitions and interpretation .....	2
2	Creation of security .....	5
3	Restrictions on dealings .....	5
4	Undertakings in relation to the Shares .....	6
5	When security becomes enforceable .....	7
6	Enforcement of security .....	7
7	Receiver .....	9
8	Powers of receiver .....	10
9	Application of proceeds .....	11
10	Expenses and indemnity .....	11
11	Delegation .....	11
12	Further assurances .....	12
13	Power of attorney .....	12
14	Miscellaneous .....	12
15	Notices .....	13
16	Release .....	13
17	Counterparts .....	13
18	Governing law .....	13
19	Jurisdiction .....	13

### Schedules

1	Shares .....	15
---	--------------	----

This deed is made the 5 day of February 2018

**Between:**

- (1) Orchard Residential Care Limited (company registration number 10907041) (**Chargor**); and
- (2) Consortium Commercial Developments Limited (company registration number 00911508) (**Landlord**)

**Background:**

- (A) The Landlord is the person entitled to the freehold interest in the property comprised in the Lease (as defined below).
- (B) The Chargor guarantees the Tenant's obligations under the Leases.
- (C) The Chargor has agreed to grant this deed in favour of the Landlord to secure its obligations under the Lease.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**It is agreed as follows:**

**1 Definitions and interpretation**

- 1.1 In this deed, unless the context otherwise requires, the following words have the following meanings:

<b>Act</b>	means the Law of Property Act 1925
<b>Business Day</b>	means a day (other than a Saturday or Sunday) on which banks are open for general business in London
<b>Event of Default</b>	means the occurrence of any of the following events: <ul style="list-style-type: none"><li>(a) the Chargor fails to pay any of the Secured Liabilities within 21 days of the date the same are due and payable</li><li>(b) the Chargor is in material breach of any provision of this deed and has not remedied such material breach within 10 Business Days of the earlier of (i) the Landlord giving notice to the Chargor of such material breach and (ii) the Chargor becoming aware of such material breach or</li><li>(c) the occurrence of any event under the Lease which would entitle the Landlord to re-enter the property demised under the Lease</li></ul>
<b>Lease</b>	means a lease of St Wilfred's Road, Cantley, Doncaster DN4 6AH dated 8 June 2007 and originally made between the Holaw (431) Limited (company number 03509015) (as landlord) (1) Orchard Care Homes.Com Limited (company number 05245993) (as tenant) ( <b>OCH1</b> ) (2) and Orchard Care Homes.com Holdings Limited (formerly called L&P 171 Limited) (company number 06061481) (as surety) (3), and all

documents supplemental or collateral to that lease including (i) the licence to assign between, amongst others, OCH1 and the Tenant dated on or around the date of this deed (ii) the transfer between OCH1 and the Tenant dated on or about the date of this deed and (iii) the deed of variation between the Landlord, the Tenant and the Chargor dated on or around the date of this deed, such lease being registered at the Land Registry with title number SYK539535

<b>Party</b>	means a party to this deed
<b>Receiver</b>	means a receiver or receiver and manager or administrative receiver, in each case appointed under this deed
<b>Related Rights</b>	means any (a) any dividend, interest or other distribution paid or payable and (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise
<b>Relevant Documents</b>	means the Lease, this deed and any other document specified in writing by the Chargor and the Landlord as a "Relevant Document" for the purposes of this deed
<b>Security</b>	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
<b>Security Asset</b>	means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this deed
<b>Secured Liabilities</b>	means all present and future obligations and liabilities (whether as principal or surety, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Landlord under the Relevant Documents
<b>Security Period</b>	means the period beginning on the date of this deed and ending on the date on which all the Secured Liabilities have been paid and discharged in full
<b>Senior Intercreditor Deed</b>	means an intercreditor deed (howsoever described) to be entered into between, amongst others, the Parties and any person providing senior debt finance to the Chargor, the Chargor's holding company and/or any subsidiary undertakings of either of such persons
<b>Shares</b>	means the shares specified in Schedule 1 and all other shares in the Tenant from time to time legally and beneficially owned by the Chargor or in which the Chargor has an interest

<b>Tenant</b>	means Orchard Residential Care (2) Limited (company number 10909353)
<b>Third Parties Act</b>	means the Contracts (Rights of Third Parties) Act 1999

## 1.2 Construction

- 1.2.1 Unless a contrary indication appears, a reference in this deed to:
- (a) **assets** includes present and future properties, revenues and rights of every description;
  - (b) the **Chargor**, the **Landlord** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Relevant Documents;
  - (c) **disposal** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
  - (d) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
  - (e) a **Relevant Document** or any other agreement or instrument is a reference to that Relevant Document or other agreement or instrument as amended, novated, supplemented, varied, replaced, extended or restated;
  - (f) any **rights** in respect of an asset includes:
    - (i) all amounts and proceeds paid or payable;
    - (ii) all rights to make any demand or claim; and
    - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,
 in each case in respect of or derived from that asset;
  - (g) the term **this Security** means any Security created by this deed;
  - (h) a provision of law is a reference to that provision as amended or re-enacted; and
  - (i) a time of day is a reference to London time.
- 1.2.2 Section, Clause and Schedule headings are for ease of reference only.
- 1.2.3 An Event of Default is **continuing** if it has not been remedied or waived.
- 1.2.4 This deed shall be subject to the terms of any Senior Intercreditor Deed.
- 1.2.5 Any covenant of the Chargor under this deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.2.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

## 1.3 Third party rights

- 1.3.1 Unless expressly provided to the contrary in this deed, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this deed.
- 1.3.2 Notwithstanding any term of any Relevant Document, the consent of any person who is not a Party is not required to rescind or vary this deed at any time.
- 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph 1.3.2 above and the provisions of the Third Parties Act.

## **2 Creation of security**

### **2.1 General**

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Lease.
- 2.1.2 If the Chargor fails to pay any amount payable by it under a Relevant Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate set out in the Lease.
- 2.1.3 All the security created under this deed:
  - (a) is created in favour of the Landlord;
  - (b) is created over present and future assets of the Chargor;
  - (c) is security for the payment of all the Secured Liabilities; and
  - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### **2.2 Shares**

The Chargor charges by way of a first fixed charge all the Shares owned by it and all Related Rights.

## **3 Restrictions on dealings**

### **3.1 Security**

Except as expressly allowed under the Relevant Documents, the Senior Intercreditor Deed or this deed, the Chargor must not create or permit to subsist any Security on any Security Asset without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed and the Landlord acknowledging that a Senior Intercreditor Deed may need to be entered into).

### **3.2 Disposals**

Except as expressly allowed under the Relevant Documents, the Senior Intercreditor Deed or this deed or otherwise with the prior written consent of the Landlord, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Security Assets.



#### **4 Undertakings in relation to the Shares**

##### **4.1 Deposit**

The Chargor shall on the date of this deed, deliver to the Landlord, or as the Landlord may direct:

4.1.1 all certificates and other documents of title or evidence of ownership in relation to its Shares; and

4.1.2 blank signed stock transfer forms in relation to the Shares in order to enable the Landlord or its nominees to be registered as the owner of or otherwise obtain a legal title to its Shares.

##### **4.2 Calls**

4.2.1 The Chargor must pay all calls or other payments due and payable in respect of any of its Shares.

4.2.2 If the Chargor fails to do so, the Landlord may pay the calls or other payments in respect of any of its Shares on behalf of the Chargor. The Chargor must immediately on request reimburse the Landlord for any payment made by the Landlord under this clause 4.2.

##### **4.3 Other obligations in respect of Shares**

4.3.1 The Chargor must promptly on request by the Landlord send a copy to the Landlord of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Shares. If it fails to do so, the Landlord may elect to provide such information as it may have on behalf of the Chargor.

4.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Shares.

4.3.3 The Landlord is not obliged to:

- (a) perform any obligation of the Chargor;
  - (b) make any payment;
  - (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (d) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this deed,
- in respect of any of the Shares.

##### **4.4 Nominees**

The Chargor has not and shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Shares.

##### **4.5 Voting rights**

4.5.1 Before this Security becomes enforceable:

- (a) the voting rights, powers and other rights in respect of the Shares will be exercised by the Chargor; and

- (b) all dividends, distributions or other income paid or payable in relation to any of the Shares shall be paid to the Chargor or as the Chargor may direct.
- 4.5.2 After this Security has become enforceable, the Landlord may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Share or otherwise.
- 4.6 Changes to rights
  - 4.6.1 The Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Security Assets being altered in a way which would be prejudicial to the interests of the Landlord as chargee.
  - 4.6.2 The Chargor shall not cause or permit:
    - (a) any of the Security Assets to be consolidated, sub-divided or converted; or
    - (b) any further shares in the share capital of the Tenant to be issued.
- 4.7 Registration of transfers
 

After this Security has become enforceable, the Chargor shall procure that, as and when required by the Landlord, all Shares which are in registered form are duly registered in the name of the Landlord or its nominee once a transfer relating to those Shares is presented for that purpose.
- 5 When security becomes enforceable**
  - 5.1 Event of Default
 

This Security will become immediately enforceable if an Event of Default occurs and is continuing.
  - 5.2 Discretion
 

After this Security has become enforceable, the Landlord may enforce all or any part of this Security in any manner it sees fit.
  - 5.3 Statutory powers
 

The power of sale and other powers conferred by section 101 of the Act, as amended by this deed, will be immediately exercisable at any time after this Security has become enforceable.
- 6 Enforcement of security**
  - 6.1 General
    - 6.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
    - 6.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
  - 6.2 No liability as mortgagee in possession
 

Neither the Landlord nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### 6.3 Privileges

The Landlord and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

### 6.4 Protection of third parties

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

- 6.4.1 whether the Secured Liabilities have become payable;
- 6.4.2 whether any power which the Landlord or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 6.4.3 whether any money remains due under the Relevant Documents; or
- 6.4.4 how any money paid to the Landlord or to that Receiver is to be applied.

### 6.5 Redemption of prior mortgages

- 6.5.1 At any time after this Security has become enforceable, the Landlord may:
  - (a) redeem any prior Security against any Security Asset; and/or
  - (b) procure the transfer of that Security to itself; and/or
  - (c) 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 the Chargor.
- 6.5.2 The Chargor must pay to the Landlord, immediately on demand, the costs and expenses incurred by the Landlord in connection with any such redemption and/or transfer, including the payment of any principal or interest.

### 6.6 Contingencies

If this Security is enforced at a time when no amount is due under the Relevant Documents but at a time when amounts may or will become due, the Landlord (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

### 6.7 Financial collateral

- 6.7.1 To the extent that the Security Assets constitute "financial collateral" and this deed and the obligations of the Chargor under this deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Landlord will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- 6.7.2 Where any financial collateral is appropriated:
  - (a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
  - (b) in any other case, its value will be such amount as the Landlord reasonably determines having taken into account advice obtained by it from an

independent care home property and business adviser, investment bank or accountancy firm of national standing selected by it,

and the Landlord will give credit for the proportion of the value of the financial collateral appropriated to its use.

## **7 Receiver**

### **7.1 Appointment of Receiver**

7.1.1 Except as provided below, the Landlord may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security has become enforceable; or
- (b) the Chargor so requests to the Landlord at any time.

7.1.2 Any appointment under paragraph 7.1.1 above may be by deed, under seal or in writing under its hand.

7.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this deed.

7.1.4 The Landlord is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

7.1.5 The Landlord may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Landlord is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

### **7.2 Removal**

The Landlord may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **7.3 Remuneration**

The Landlord may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

### **7.4 Agent of the Chargor**

7.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

7.4.2 The Landlord will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver.

### **7.5 Relationship with Landlord**

To the fullest extent allowed by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Landlord in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **8 Powers of receiver**

### **8.1 General**

8.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

### **8.2 Possession**

A Receiver may take immediate possession of, get in and realise any Security Asset.

### **8.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

### **8.4 Employees**

8.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this deed upon such terms as to remuneration or otherwise as he/she thinks fit.

8.4.2 A Receiver may discharge any person appointed by the Chargor.

### **8.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

### **8.6 Sale of assets**

8.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

8.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

### **8.7 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

### **8.8 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

### **8.9 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

### **8.10 Delegation**

A Receiver may delegate his/her powers in accordance with this deed.

**8.11 Lending**

A Receiver may lend money or advance credit to any person.

**8.12 Protection of assets**

A Receiver may do any act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset in each case as he/she thinks fit.

**8.13 Other powers**

A Receiver may:

8.13.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this deed or law;

8.13.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

8.13.3 use the name of the Chargor for any of the above purposes.

**9 Application of proceeds**

All amounts from time to time received or recovered by the Landlord or any Receiver pursuant to the terms of this deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Landlord and applied in payment of the Secured Liabilities. This clause 9:

9.1 is subject to the terms of any Senior Intercreditor Deed and the payment of any claims having priority over this Security; and

9.2 does not prejudice the right of the Landlord to recover any shortfall from the Chargor.

**10 Expenses and indemnity**

The Chargor must:

10.1 within 5 Business Days of demand pay to the Landlord the amount of all costs and expenses (including legal fees) incurred by the Landlord in connection with the enforcement of this deed; and

10.2 keep the Landlord indemnified against any failure or delay in paying those costs or expenses.

**11 Delegation**

**11.1 Power of Attorney**

The Landlord or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this deed.

**11.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Landlord or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Landlord.

### 11.3 Liability

Neither the Landlord nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

## 12 Further assurances

The Chargor must promptly take whatever action the Landlord or a Receiver may reasonably require for:

- 12.1 perfecting any security over any Security Asset; or
- 12.2 following the occurrence of an Event of Default which is continuing, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Landlord or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

## 13 Power of attorney

The Chargor, by way of security, irrevocably and severally appoints the Landlord, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required for carrying out any obligation of the Chargor under or pursuant to this deed and which the Chargor has not done within 10 Business Days of a request from the Landlord to do so. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 13.

## 14 Miscellaneous

### 14.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

### 14.2 New Accounts

- 14.2.1 If any subsequent charge or other interest affects any Security Asset, the Landlord may open a new account with the Chargor.
- 14.2.2 If the Landlord does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 14.2.3 As from that time all payments made to the Landlord will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

### 14.3 Assignment

- 14.3.1 The Chargor may not assign any of its rights or transfer any of its rights or obligations under this deed without the prior written consent of the Landlord.
- 14.3.2 The Landlord may assign and transfer all or any of its rights and obligations under this deed to any person to whom it assigns or transfers the benefit of the Lease (in accordance with the terms of such Lease).

### 14.4 Certificates and determinations

- 14.4.1 In any litigation or arbitration proceedings arising out of or in connection with this deed, the entries made in the accounts maintained by the Landlord are *prima facie* evidence of the matters to which they relate.
- 14.4.2 Any certification or determination by the Landlord of a rate or amount under any this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **15 Notices**

### **15.1 Communications in writing**

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may only be made by letter.

### **15.2 Addresses**

The address (and the person, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this deed is that identified with its name below or any substitute address or person as a Party may notify to the other Party by not less than five Business Days' notice.

### **15.3 Delivery**

15.3.1 Any communication or document made or delivered by one person to another under or in connection with this deed will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular person is specified as part of its address details provided under Clause 15.2, if addressed to that person.

15.3.2 Any communication or document which becomes effective, in accordance with Clause 15.3.1, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

15.4 Any notice given under or in connection with this deed must be in English.

## **16 Release**

At the end of the Security Period, the Landlord must, at the request and cost of the Chargor, take whatever action is necessary to release all Security Assets from this Security.

## **17 Counterparts**

This 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 deed.

## **18 Governing law**

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

## **19 Jurisdiction**

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

19.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.



**This deed** has been executed and delivered as a deed on the date stated at the beginning of this deed.

## **Schedule 1**

### **Shares**

1 ordinary share of £1.00 in the capital of the Tenant

EXECUTION PAGES

Chargor

Executed as a deed by  
Orchard Residential Care Limited

)

acting by

)

D. JOHNSON  
Director

In the presence of

Witness signature

Witness name

Witness address

Witness occupation

SUZANNE BLAKEY

EXECUTIVE.

Address: The Hamlet, Hornbeam Park,  
Harrogate, North Yorkshire, HG2 8RE

Attention: The Directors

Landlord

Signed for and on behalf of  
Consortium Commercial Developments  
Limited

)

)

Address: Hill House, 1 Little New Street, London, EC4A 3TR

Attention: The Directors