



Registration of a Charge

Company Name: **INSIGHTWAVE LIMITED**

Company Number: **10934809**



XBZSN2WG

Received for filing in Electronic Format on the: **21/03/2023**

Details of Charge

Date of creation: **16/03/2023**

Charge code: **1093 4809 0005**

Persons entitled: **SEAN RIDDELL (AS SECURITY TRUSTEE)**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10934809

Charge code: 1093 4809 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2023 and created by INSIGHTWAVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st March 2023 .

Given at Companies House, Cardiff on 22nd March 2023

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**

This Debenture is made on

16 March

2023

Between

- (1) **THE COMPANIES** whose names and registered offices are set out as in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **SEAN RIDDELL** of Cannons Hall, The Old Palace, Ripon, HG4 3AF as security trustee for himself and each Secured Party (as defined below) ("**Security Trustee**", which expression shall include its successors in title, assigns and transferees).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

"A Loan Note Instrument" means the loan note instrument dated on or about the date of this Deed pursuant to which the A Loan Notes are constituted

"A Loan Notes" means the £4,000,000 series A fixed rate 8% secured loan notes of HubRX Limited issued to Sean Riddell and Jennifer Riddell

Account has the meaning given to it in clause 3.4(i) (First fixed charges)

Affiliate means, in relation to a person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company, in each case, from time to time.

"B Loan Note Instrument" means the loan note instrument dated on or about the date of this Deed pursuant to which the B Loan Notes are constituted

"B Loan Notes" means the £3,154,000 series B fixed rate 8% secured loan notes of HubRX Limited issued to Grandlane Ltd and Living Care (Leeds) Ltd

Blocked Account means:

- (a) each Rent Account and
- (b) any other account designated as a Blocked Account by a Chargor and Security Trustee in writing

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

CA 2006 means the Companies Act 2006

Chattels has the meaning given to it in clause 3.4(d) (First fixed charges)

Debts has the meaning given to it in clause 3.4(g) (First fixed charges)

Default Rate has the meaning given to that term in each Loan Note Instrument

Delegate means any person appointed by the Lender or any Receiver pursuant to clause 14 (*Delegation*) and any person appointed as attorney of the Lender or any Receiver or Delegate

Event of Default means each event listed in Condition 8.1 (*Events of Default*) of each Loan Note Instrument

Finance Document means this Deed, the Loan Note Instruments, the Loan Notes, the Intercreditor Agreement and any document governing or evidencing the terms of the Secured Liabilities

Finance Parties means each of the Security Trustee, Sean Riddell, Jennifer Riddell, Grandlane Limited and Living Care (Leeds) Limited

Fixtures means in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property

Floating Charge Assets means all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (Floating charge)

Holding Company means, in relation to a person, any person in respect of which it is a Subsidiary

IA 1986 means the Insolvency Act 1986

Insurance Policies means all policies of insurance present and future in which a Chargor has an interest (other than Key-man Policies and policies in respect of third party liability) together with all monies payable in respect of those policies

Intellectual Property means:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and, in each case, whether registered or unregistered and
- (b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same granted by it or to it) of a Chargor (which may now or in the future subsist)

Intercreditor Agreement means an intercreditor agreement dated on or about the date of this Deed and made between, amongst others, the Chargors, the Secured Parties and Santander UK Plc

Investments has the meaning given to it in clause 3.4(f) (First fixed charges)

Key-man Policies means the policies of insurance described in schedule 2 (Key-man Policies) and all insurance policies in respect of the life, disability or critical illness of any person put on risk after the date of this Deed and in respect of which a Chargor is the insured party, together with all monies payable in respect of those policies

Loan Note Instruments means the A Loan Note Instrument and the B Loan Note Instrument

Loan Notes means the A Loan Notes and the B Loan Notes

LPA 1925 means the Law of Property Act 1925

Occupational Lease means any agreement for lease (or for licence) or any occupational lease or licence to which a Secured Property may be subject from time to time

Principal means HubRX Limited

Properties mean the properties listed in schedule 1 (Properties)

Receiver means any receiver, manager or administrative receiver appointed by Security Trustee in respect of a Chargor or any of the Secured Assets

Related Rights means, in respect of any Investment, all monies paid or payable in respect of that Investment (whether as income, capital or otherwise), all shares, investments or other assets derived from that Investment and all rights derived from or incidental to that Investment

Relevant Agreement means:

- (a) each Occupational Lease
- (b) any guarantee of Rental Income contained in, or relating to, any Occupational Lease
- (c) each other agreement designated as a Relevant Agreement by Security Trustee and a Chargor in writing whether pursuant to schedule 3 (Relevant Agreements) or otherwise

Rent Account means each account of a Chargor details of which are set out in schedule 4 (Rent Account(s)) and any other account designated as a Rent Account by a Chargor and Security Trustee in writing, as each such account may be renumbered or redesignated from time to time

Rental Income means the aggregate of all amounts paid or payable to or for the account of a Chargor in connection with the letting, licence or grant of other right or use or occupation of any part of any Secured Property

Secured Assets means all of the assets and undertaking of a Chargor the subject of any security created by, under or supplemental to, this Deed in favour of Security Trustee

Secured Liabilities means all monies and liabilities now or after the date of this Deed due, owing or incurred by a Chargor to any Secured Party whatsoever under or in connection with the Finance Documents, in any manner and in any currency or currencies and whether present or future, 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, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Secured Party means each of the Finance Parties, a Receiver or any Delegate appointed under the terms of the Finance Documents

Secured Property means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any security created by, under or supplemental to this Deed

Security Trust Deed means the security trust deed entered into on or around the date of this Deed by the Finance Parties

Security Period means the period beginning on the date of this Deed and ending on the date on which Security Trustee is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and all facilities made available by any Secured Party to a Chargor have been cancelled

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the CA 2006

VAT means value added tax at the rate in force for the time being

1.2 Administration

Any reference in this Deed, or any other Finance Document entered into under or in connection with it, to:

- (a) the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of such Chargor) of Schedule B1 to the IA 1986 or any steps taken toward such order or appointment; or
- (b) making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the IA 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

1.3 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) Security Trustee, any Affiliate of Security Trustee, any Secured Party, any Chargor, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of Security Trustee, any person for the time being appointed as security trustee for the Secured Parties;
 - (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iii) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;
 - (iv) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of

law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- (vii) a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before, on or after the date of this Deed;
- (viii) a time of day is a reference to London time; and
- (ix) **dispose** includes any sale, lease, licence, transfer or loan.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) An Event of Default is **continuing** if it has not been waived to the satisfaction of Security Trustee.
- (e) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.

1.4 Intercreditor Agreement

This Debenture is subject to the terms of the Intercreditor Agreement in all respects and to the extent there is any conflict or inconsistency between any provision of this Deed and any provision of the Intercreditor Agreement, the provision of the Intercreditor Agreement shall prevail.

2 Covenant to pay

2.1 Secured Liabilities

Each Chargor covenants with the Security Trustee, subject to the terms of the Intercreditor Agreement, to pay and discharge the Secured Liabilities when they become due for payment and discharge.

2.2 Guarantee and indemnity

Each Chargor irrevocably and unconditionally jointly and severally:-

- (a) guarantees to the Security Trustee and each Secured Party punctual performance by each other Chargor and the Principal of all that Chargor's and the Principal's obligations under the Finance Documents;
- (b) undertakes with the Security Trustee that, whenever another Chargor or the Principal does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with the Security Trustee that, if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation,

indemnify the Security Trustee immediately on demand against any cost, loss or liability it incurs as a result of a Chargor or the Principal not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Chargor under this indemnity will not exceed the amount it would have had to pay under this Clause 2.2 if the amount claimed had been recoverable on the basis of a guarantee.

2.3 Continuing Guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Chargor or the Principal under the Finance Document, regardless of any intermediate payment or discharge in whole or in part.

2.4 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by the Security Trustee in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Clause 2.4 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

2.5 Waiver of defences

The obligations of each Chargor under this Clause 2 will not be affected by an act, omission, matter or thing which, but for this Clause 2, would reduce, release or prejudice any of its obligations under this Clause 2 (without limitation and whether or not known to it or the Security Trustee) including:-

- (a) any time, waiver or consent granted to, or composition with, any Chargor or the Principal or other person;
- (b) the release of any other Chargor, the Principal or any other person under the terms of any composition or arrangement with any creditor of any member of the group;
- (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 Chargor, the Principal or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor, the Principal or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

2.6 **Chargor Intent**

Without prejudice to the generality of Clause 2.5 (*Waiver of Defences*), each Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Document and/or any facility or amount made available under the Finance Document for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making new facilities available to the Chargors or the Principal; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

2.7 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Trustee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Clause 2.7. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

2.8 **Appropriations**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, the Security Trustee (or any trustee or agent on its behalf) may:-

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Security Trustee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Clause 2.8.

2.9 **Deferral of Chargors' rights**

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 2.9:-

- (a) to be indemnified by a Chargor or the Principal;
- (b) to claim any contribution from any other guarantor of any Chargor's obligations or from the Principal under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Security Trustee;

- (d) to bring legal or other proceedings for an order requiring any Chargor or the Principal to make any payment, or perform any obligation, in respect of which any Chargor has given a guarantee, undertaking or indemnity under Clause 2.2 (Guarantee and Indemnity);
- (e) to exercise any right of set-off against any Chargor or the Principal; and/or
- (f) to claim or prove as a creditor of any Chargor or the Principal in competition with the Security Trustee.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Security Trustee by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Security Trustee and shall promptly pay or transfer the same to the Security Trustee as the Security Trustee may direct for application in accordance with the terms of the Security Trust Deed.

2.10 Release of Chargors' right of contribution

If any Chargor (a "**Retiring Chargor**") ceases to be a Chargor in accordance with the terms of the Loan Note Document for the purpose of any sale or other disposal of that Retiring Chargor then on the date such Retiring Chargor ceases to be a Chargor:-

- (a) that Retiring Chargor is released by each other Chargor from any liability (whether past, present or future and whether actual or contingent) to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Loan Note Document; and
- (b) each other Chargor waives any rights it may have by reason of the performance of its obligations under the Loan Note Document to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under any Loan Note Document or of any other security taken pursuant to, or in connection with, any Loan Note Document where such rights or security are granted by or in relation to the assets of the Retiring Chargor.

2.11 Interest

Each Chargor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at the Default Rate.

2.12 Guarantee binding

Each Chargor agrees to be bound by the guarantee contained in Clause 2.2, even if any other Company or Noteholder (as defined in the Loan Note Instrument) which was intended to execute this Deed may not do so or may not be effectually bound.

2.13 Demands

The making of one demand under this Deed will not preclude the Security Trustee making any further demands.

3 Charging provisions

3.1 General

All security created by each Chargor under this Deed is a continuing security for the payment and discharge of the Secured Liabilities, is granted with full title guarantee in respect of all the right, title and interest (if any), present and future, of a Chargor in and to the relevant Secured Asset and is granted in favour of Security Trustee as security trustee for itself and each Secured Party.

3.2 **First legal mortgages**

Each Chargor charges by way of first legal mortgage the Properties, and all buildings and all Fixtures on each of the Properties.

3.3 **Assignments**

- (a) Each Chargor assigns:
 - (i) the Relevant Agreements;
 - (ii) all Rental Income and all other sums payable under any Occupational Lease;
 - (iii) the Key-man Policies;
 - (iv) the Insurance Policies; and
 - (v) the goodwill, custom and connection together with the right for Security Trustee to use the name of the business of the Chargors and the full benefit (so far as the Chargors can assign the same and subject to the burden thereof) of all of the contracts, rights and claims of the Chargors.
- (b) The Chargors shall remain liable to perform all its obligations under each Relevant Agreement, each Key-man Policy and each Insurance Policy.

3.4 **First fixed charges**

The Chargors charge by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, all buildings and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Chargor and the benefit of all rights and claims to which the Chargor is now or may be entitled under any contracts;
- (e) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

- (f) all stocks, shares, debenture security, securities, bonds and investments of any type (including, but not limited to, all shares held by it in its Subsidiaries) held by it from time to time (**Investments**) together with all Related Rights;
- (g) all book and other debts due to it and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by it with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (m) to the extent that any assignment in clause 3.3 is ineffective as an assignment, the assets referred to in that clause.

3.5 **Floating charge**

The Chargors charge by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3.2, 3.3 or 3.4.

3.6 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the IA 1986 applies to the floating charge created by or under this Deed.

3.7 **Conversion of floating charge to a fixed charge**

Security Trustee may at any time by notice in writing to the Chargors convert the floating charge created under clause 3.5 into a fixed charge as regards any Floating Charge Asset as it shall specify in the notice if:

- (a) an Event of Default is continuing; or
- (b) in the opinion of any Secured Party that Floating Charge Asset is in danger of being seized or any legal process or execution is being enforced against that Floating Charge Asset.

3.8 **Automatic conversion of floating charge to a fixed charge**

If (unless permitted in writing by Security Trustee or expressly permitted under the terms of any Finance Document):

- (a) a Chargor creates or attempts to create any security over any of its Floating Charge Assets;
- (b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset; or
- (c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of a Chargor,

the floating charge created by this Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c), over all of the Floating Charge Assets.

3.9 Small company moratorium

If a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the IA 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 to Schedule A1 of the IA 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by that Chargor.

4 Negative pledge

4.1 The Chargors shall not (without the prior written consent of Security Trustee) create or permit to subsist any security over any of its assets.

4.2 The Chargors shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by that Chargor or any Affiliate of that Chargor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising finance or of financing the acquisition of an asset.

5 Restrictions on disposals

Except as expressly permitted under any Finance Document a Chargor shall not (without the prior written consent of Security Trustee) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

6 Further assurance

6.1 The Chargors shall promptly do all such acts and execute all such documents (including, without limitation, any assignment, transfer, conveyance, assurance, mortgage, charge, notice and instruction) as Security Trustee may specify (and in such form as Security Trustee may require) in favour of Security Trustee or its nominee(s) to:

- (a) create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of Security Trustee provided by or pursuant to this Deed or by law;
- (b) to confer on Security Trustee security over any property and assets of the Chargors located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.

6.2 Any document required to be executed by the Chargors under this clause 6 will be prepared at the cost of the Chargors.

7 Land Registry

7.1 Application for restriction

- (a) If title to the Secured Property is or is to be registered at the Land Registry and in respect of any other registered titles against which the security created by this Deed may be registered, that Chargor applies to the Land Registrar for a restriction on the following terms being entered into on the Register of Title at the Land Registry:

"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 [] referred to in the charges register (Standard Form P)".

- (b) The Chargors confirm that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

7.2 Tacking and further advances

If Secured Parties are, subject to the terms of the Finance Documents, under an obligation or otherwise agree to make further advances to the Chargors, this security has been made for securing such further advances. Each Secured Party and the Chargors by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation or agreement on the register of title to all present and future registered property of a Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).

7.3 Future property

If a Chargor acquires (or intends to acquire) any freehold or leasehold or other interest in property after the date of this Deed it must:

- (a) notify Security Trustee immediately of such acquisition or its intention to acquire such property;
- (b) immediately on request by Security Trustee and at the cost of the Chargors, execute and deliver to Security Trustee, a legal mortgage in favour of Security Trustee (as security trustee for itself and each Secured Party) of such property in such form as Security Trustee may require;

- (c) obtain such consents as are required for the security referred to in this clause 7.3;
- (d) if the title to such freehold or leasehold property is registered at the Land registry or required to be so registered, to give the Land Registry written notice of the security; and
- (e) if applicable, ensure that the security is correctly noted in the register of title against that title at the Land Registry.

8 Notices of assignments and charges

8.1 Relevant Agreements

- (a) Promptly upon request by Security Trustee, the relevant Chargor shall give notice in the form specified in part 1 (Forms of notice of assignment) of schedule 10 to each counterparty to each Relevant Agreement (including, for the avoidance of doubt, any Relevant Agreement coming into existence after the date of this Deed) that such Chargor has assigned to Security Trustee all its right, title and interest in the Relevant Agreement:
- (b) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 10 within 5 Business Days of that notice being given.

8.2 Rental Income

- (a) Promptly, upon request by Security Trustee, the relevant Chargor shall give notice in the form specified in part 1 (Forms of notice of assignment) of schedule 8 to each tenant under each Occupational Lease (including, for the avoidance of doubt, any Occupational Lease coming into existence after the date of this Deed) that such Chargor has assigned to Security Trustee all its right, title and interest in the Rental Income and other monies payable under that Occupational Lease:
- (b) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 8 within 5 Business Days of that notice being given.

8.3 Key-man Policies and Insurance Policies

- (a) Promptly, upon request by Security Trustee, the relevant Chargor shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 5 to each insurer under each Key-man Policy and shall give notice in the form specified in part 1 (Form of notice of assignment) of schedule 6 to each insurer under each Insurance Policy (including, for the avoidance of any doubt, any Key-man Policy or Insurance Policy coming into existence after the date of this Deed) that such Chargor has assigned to Security Trustee all its right, title and interest in that Key-man Policy or Insurance Policy (as applicable).
- (b) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 5 (in the case of each Key-man

Policy) or in part 2 (Form of acknowledgement) of schedule 6 (in the case of each Insurance Policy) within 5 Business Days of that notice being given.

8.4 **Blocked Accounts**

- (a) Promptly upon request by Security Trustee, the relevant Chargor shall give notice in the form specified in part 1 (form of notice of charge) of schedule 9 to the financial institution at which each Blocked Account is held (including, for the avoidance of doubt, any Blocked Account opened after the date of this Deed) that such Chargor has created a fixed charge over the balance standing to the credit of that Blocked Account.
- (b) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgment) of schedule 9 within 5 Business Days of that notice being given.

8.5 **Accounts**

- (a) Promptly upon request by Security Trustee, the relevant Chargor shall give notice in the form specified in part 1 (Form of notice of charge) of schedule 7 to the financial institution at which such Account is held (including, for the avoidance of doubt, any Account opened after the date of this Deed) that such Chargor has created a fixed charge over the balance standing to the credit of that Account.
- (b) The relevant Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (Form of acknowledgement) of schedule 7 within 5 Business Days of that notice being given.

9 **Undertakings**

Each Chargor undertakes to Security Trustee that during the Security Period:

9.1 **Real property**

(a) **Access**

It will allow Security Trustee and such person or persons as Security Trustee nominates to enter on any part of its Secured Property.

(b) **Repair**

- (i) It shall keep its Secured Property in good and substantial repair and condition and decorative order.
- (ii) It shall repair any defect or damage to any of its Secured Property promptly and if it fails to do so Security Trustee may, but shall not be obliged to, do so.

(c) **Planning**

It shall not do or allow to be done or fail to do anything which may infringe or contravene any statute or regulation governing or controlling the use or development of its Secured Property, nor apply for planning permission.

(d) Planning directions

- (i) Within 5 Business Days of receipt by it of any notice or order (**Direction**) served on or issued to it by any local or other authority in respect of any part of its Secured Property, it shall give full particulars of the Direction to Security Trustee and, if requested to do so by Security Trustee, produce the Direction or a copy of it to Santander.
- (ii) It shall advise Security Trustee of all steps taken or proposed to be taken by it from time to time to comply with the terms of the Direction and shall take all necessary steps to comply with the Direction.
- (iii) It shall at the request of Security Trustee (but at the cost of the Chargor) make or join with Security Trustee in making such objections, representations against, appealing against or in respect of any proposal contained in the Direction as Security Trustee shall deem necessary or desirable in order to protect Security Trustee's interests.

(e) Development

It shall not, without Security Trustee's prior written consent, carry out any development on any part of its Secured Property nor change the use of any part of its Secured Property.

(f) Deposit of title deeds

If requested by the Security Trustee, it shall deposit with Security Trustee all deeds and documents of title relating to its Secured Property.

(g) Outgoings

It will punctually pay and indemnify Security Trustee and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed on or payable in respect of its Secured Property or any part of it or payable by the owner or occupier of it.

(h) Investigation of title

On request by Security Trustee, it shall grant Security Trustee or its advisers (at the cost of the Chargor) all facilities within its power to enable Security Trustee or its advisers or delegates to carry out such investigations of title to and enquiries into its Secured Property or other Secured Assets as may be carried out by a prudent mortgagee or chargee.

(i) Overriding interests

It shall not, without the prior written consent of Security Trustee, enter into any onerous or restrictive obligations affecting the whole or any part of any Secured Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Secured Property.

9.2 Leases**(a) Lease and covenant compliance**

It shall:

- (i) perform all its obligations, covenants and stipulations contained in any lease or agreement for lease under which it holds an interest in a Secured Property or to which any of its Secured Property is subject;
- (ii) properly perform (and indemnify Security Trustee and each Receiver for any breach of) any covenants and stipulations of whatsoever nature affecting any of its Secured Property;
- (iii) not make any election or take any other action so as to alter the treatment of any Occupational Lease for the purposes of value added tax;
- (iv) not serve notice on any former tenant under any Occupational Lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that act; and
- (v) immediately notify Security Trustee of any notice received by it under section 146 of the LPA 1925 or any proceedings commenced or steps taken against it for the forfeiture of any lease under which it holds an interest in a Secured Property.

(b) **No variation to lease**

It shall not without the prior written consent of Security Trustee alter or vary or agree to alter or vary the terms of any lease under which it holds any Secured Property or any lease to which any Secured Property is subject.

(c) **No surrender or termination**

It shall not surrender or otherwise terminate any lease under which it holds a Secured Property or terminate, forfeit or accept a surrender of any lease to which any Secured Property is subject.

(d) **Compliance by tenants**

It shall use reasonable endeavours to procure that each tenant under an Occupational Lease complies with the terms of that Occupational Lease in a proper and timely manner.

(e) **Lease or right to occupy**

It will not without the prior written consent of Security Trustee:

- (i) grant any lease or tenancy or exercise any other power of leasing of the whole or part of any Secured Property; or
- (ii) grant any person any contractual licence or the right to occupy any Secured Property or part with possession of it.

(f) **Forfeiture**

It shall not do or permit anything which may render any lease or agreement for lease under which it holds an interest in a Secured Property, or to which the Secured Property is subject, liable to forfeiture or otherwise determinable.

9.3 **Chattels**

It shall keep all Chattels comprised in its Secured Assets in good and substantial repair and in good working order and condition.

9.4 **Insurance**

- (a) It shall keep its business and assets insured at all times with reputable insurers in a form and amount and against such risks (including insurance for any environmental risks) as Security Trustee considers a prudent company carrying on the same or substantially similar business as that Chargor would effect.
- (b) It shall pay all premiums by their due date for payment and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect.
- (c) It shall not do or permit to be done anything to render the insurance void or voidable
- (d) Where required in writing by Security Trustee, it shall ensure that:
 - (i)
 - (A) Security Trustee is named as composite insured in respect of its own separate insurable interest under each policy of insurance (other than public liability and third party liability insurances where clause 9.4(d)(i)(B) shall apply) maintained by it or any person on its behalf in accordance with clause 9.4(a) but without Security Trustee having any liability for any premium in relation to such policy of insurance;
 - (B) in respect of public liability or third party liability insurances the name of Security Trustee be noted on each policy of insurance as mortgagee; and
 - (ii) each policy of insurance shall contain a standard mortgagee clause whereby, among other things, the insurance shall not be vitiated or avoided as against a mortgagee notwithstanding that it could otherwise be so against the relevant Chargor.
- (e) Subject to any statutory or contractual restriction arising before the date of this Deed, at the option of Security Trustee, any proceeds of insurance shall be applied towards the repayment of the Secured Liabilities.
- (f) Subject to clause 9.4(e) above with the prior written consent of Security Trustee, all proceeds of insurance shall be applied towards replacing or reinstating the property in respect of which the proceeds are received.
- (g) It will notify Security Trustee in writing of all renewals, material variations and cancellations of policies made or, to its knowledge, threatened or pending.

9.5 **Book and other debts**

- (a) It shall collect and realise the Debts in the ordinary course of trading as agent for Security Trustee. It shall hold all such proceeds on trust for Security Trustee.
- (b) It shall not set off, postpone or release any of the Debts or do or omit to do anything which may delay or prejudice the full recovery of all Debts.

9.6 Investments and Related Rights

- (a) Until any steps are taken to enforce the security created by or under this Deed, it shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Investments and Related Rights.
- (b) It shall not exercise its voting and other rights in respect of its Investments and Related Rights in a manner which is likely to be prejudicial to the interests of any Secured Party.
- (c) It shall make all payments which may become due and payable in respect of any of its Investments and Related Rights. If it fails to make any such payments, Security Trustee may but shall not be obliged to make such payment on its behalf. Any sums so paid by Security Trustee shall be repayable by the relevant Chargor to Security Trustee on demand and pending such repayment shall constitute part of the Secured Liabilities.
- (d) It shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Investments and Related Rights and Security Trustee shall not be required to perform or fulfil any of its obligations in respect of any Investments or Related Rights.
- (e) It shall comply with any notice served on it under the CA 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Investments or Related Rights and will promptly provide to Security Trustee a copy of that notice.
- (f) Immediately on conversion of any of its Investments or Related Rights from a certificated to an uncertificated form, and on the acquisition by it of any Investments or Related Rights in an uncertificated form, it shall give such instructions or directions and take such other steps and enter into such documentation as Security Trustee may require in order to protect or preserve the security intended to be created by this Deed.

9.7 General

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to Security Trustee or any other Secured Party of the security created by or under this Deed.

10 Power to remedy

- 10.1 If a Chargor fails to comply with any of the undertakings set out in clause 9 (Undertakings) it shall allow and irrevocably authorises Security Trustee and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.
- 10.2 If a Chargor fails to perform any obligation or other covenant affecting the Secured Property or other Secured Asset, that Chargor shall permit Security Trustee or its agents and

contractors to enter on the Secured Property, to comply with or object to any notice served on such Chargor relating to the Secured Property or other Secured Asset and to take any action Security Trustee may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.

- 10.3 The relevant Chargor shall on demand indemnify Security Trustee against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 10.

11 **Security power of attorney**

Each Chargor, by way of security, irrevocably and severally appoints Security Trustee, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargors are obliged to take under this Deed. Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11.

12 **Enforcement of security**

12.1 **When security is enforceable**

On the occurrence of any Event of Default or any event of default (howsoever described) in any agreement between a Secured Party and the Chargor, the security created by and under this Deed is immediately enforceable.

12.2 **Acts of enforcement**

Security Trustee may, at its absolute discretion, at any time after the security created by or under this Deed is enforceable:

- (a) enforce all or any part of the security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the LPA 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets;
- (d) appoint an administrator in respect of the Chargors and take any steps to do so;
- (e) exercise its power of sale under section 101 of the LPA 1925 (as amended by this Deed); or
- (f) if permitted by law, appoint an administrative receiver in respect of any Chargor.

12.3 **Right of appropriation**

To the extent that the security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (**Regulations**), Security Trustee shall have the right on giving prior notice to the Chargors, at any time after the security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Liabilities. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the

case of Investments determined by Security Trustee by reference to any publicly available market price in the absence of which by such other means as Security Trustee (acting reasonably) may select including, without limitation, an independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargors agree that any such determination by Security Trustee will constitute a valuation "in a commercially reasonable manner".

12.4 Statutory powers – general

12.4.1 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.

12.4.2 Section 103 of the LPA 1925 and section 93 of the LPA 1925 do not apply to the security constituted by or under this Deed.

12.4.3 The statutory powers of leasing conferred on Security Trustee are extended so that, without the need to comply with any provision of section 99 or section 100 of the LPA 1925, Security Trustee is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.

12.4.4 Each Receiver and Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 and the IA 1986 on mortgagees and Receivers.

12.5 Mortgagee in possession - no liability

Neither Security Trustee nor any Receiver will be liable, by reason of entering into possession of a Secured 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 otherwise be liable.

12.6 Redemption of prior mortgages

At any time after the security created by or under this Deed has become enforceable, Security Trustee may, at the sole cost of the Chargors (payable to Security Trustee on demand):

- (a) redeem any prior form of security over any Secured Asset; and/or
- (b) procure the transfer of that security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargors.

12.7 Investments – following an Event of Default

- (a) If an Event of Default is continuing, each Chargor shall on request by Security Trustee:
 - (i) deliver to Security Trustee such pre-stamped stock transfer forms or other transfer documents as Security Trustee may require to enable Security Trustee or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Investments and Related Rights referred to in such request;

- (ii) provide to Security Trustee certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as Security Trustee may reasonably require;
 - (iii) procure that each such transfer is promptly registered by the relevant company or other entity;
 - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Investments and Related Rights, are delivered to Security Trustee in each case showing the registered holder as Security Trustee or its nominee or nominees (as applicable); and
 - (v) exercise all voting rights in respect of the Investments and Related Rights only in accordance with the instructions of Security Trustee.
- (b) At any time while an Event of Default is continuing, Security Trustee may complete any transfer documents held by it in respect of the Investments and Related Rights in favour of itself or such other person or nominee as it shall select.
- (c) At any time after the security created by or under this Deed has become enforceable, Security Trustee and its nominee or nominees may sell all or any of the Investments and Related Rights in any manner permitted by law and on such terms as Security Trustee shall in its absolute discretion determine.
- (d) If a Chargor receives any dividends, distributions or other monies in respect of its Investments and Related Rights at a time when Security Trustee has made a request under clause 12.7(a) or taken any steps to enforce the security created by or under this Deed under clause 0, that Chargor shall immediately pay such sums received directly to Security Trustee for application in accordance with clause 15 (Application of monies) and shall hold all such sums on trust for Security Trustee pending payment of them to such account as Security Trustee shall direct.

13 Receiver

13.1 Appointment of Receiver

- (a) At any time after any security created by or under this Deed is enforceable, Security Trustee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 12.2(b) (On the occurrence of any Event of Default or any event of default (howsoever described) in any agreement between a Secured Party and the Chargor, the security created by and under this Deed is immediately enforceable).
- (b) **Acts of enforcement).**
- (c) At any time, if so requested in writing by a Chargor, without further notice, Security Trustee may appoint a Receiver to all or any part of the Secured Assets as if Security Trustee had become entitled under the LPA 1925 to exercise the power of sale conferred under the LPA 1925.
- (d) Any Receiver appointed under this Deed shall be the agent of the relevant Chargor or Chargors and such Chargor or Chargors shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made

or entered into by him and in no circumstances whatsoever shall Security Trustee be in any way responsible for any misconduct, negligence or default of the Receiver.

- (e) Where a Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the IA 1986:
 - (i) obtaining a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the IA 1986,

shall not be grounds for appointment of a Receiver.

13.2 Removal

Security Trustee may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the IA 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.3 Powers of Receiver

- (a) In addition to those conferred by the LPA 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 13.3.
- (b) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the IA 1986 individually and to the exclusion of any other Receivers.
- (c) A Receiver of a Chargor or the Chargors has all the rights, powers and discretions of an administrative receiver under the IA 1986.
- (d) A Receiver may:
 - (i) in the name of a Chargor:
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner;
 - (ii) raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed;

- (iii) carry on the business of a Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such authorisations as he considers in his absolute discretion appropriate;
- (iv) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Secured Asset;
- (v) delegate his powers in accordance with clause 14 (Delegation);
- (vi) for the purposes of this Deed, as he thinks appropriate, on behalf of a Chargor or for itself as Receiver, appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper and may discharge any such persons appointed by a Chargor;
- (vii) let any Secured Asset for any term and at any rent (with or without a premium) which he thinks proper and may accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- (viii) bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of a Chargor in relation to any Secured Asset as he considers expedient;
- (ix) take immediate possession of, get in and collect any Secured Asset;
- (x) in each case as he may think fit:
 - (A) make and effect all repairs and insurances and do all other acts which a Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;
 - (B) commence and/or complete any building operations on the Secured Property or other Secured Asset; and
 - (C) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence;
- (xi) give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset;
- (xii) sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of a Chargor;

- (xiii) form a Subsidiary of a Chargor and transfer to that Subsidiary any Secured Asset;
- (xiv) without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration;
- (xv) form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (xvi) exercise all voting and other rights attaching to the Investments and Related Rights, and stocks, shares and other securities owned by a Chargor and comprised in the Secured Assets in such manner as he may think fit;
- (xvii) redeem any prior security and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on a Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (xviii) purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- (xix) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property;
- (xx) on behalf of a Chargor and without consent of or notice to that Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property;
- (xxi) make calls conditionally or unconditionally on the members of a Chargor in respect of uncalled capital;
- (xxii) make, exercise or revoke any value added tax option to tax as he thinks fit; and
- (xxiii) do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of a Chargor for all the purposes set out in this clause 13.

13.4 **Remuneration**

Security Trustee may from time to time fix the remuneration of any Receiver appointed by it.

14 **Delegation**

Security Trustee and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by Security Trustee and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as Security Trustee and Receiver (as appropriate) may think fit.

15 **Application of monies**

15.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the LPA 1925 shall not apply to a Receiver appointed under this Deed.

15.2 All monies received by Security Trustee or any Receiver under this Deed and applied in discharge of the Secured Liabilities shall be applied to the Secured Liabilities in such order as Security Trustee may determine.

15.3 Security Trustee and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities.

16 **Remedies and waivers**

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

16.2 A waiver given or consent granted by Security Trustee under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

17 **Protection of third parties**

17.1 No person (including a purchaser) dealing with Security Trustee or a Receiver or its or his agents has an obligation to enquire of Security Trustee, the Receiver or others whether the Secured Liabilities have become payable, whether any power purported to be exercised has become exercisable, whether any Secured Liabilities or other monies remain outstanding, how any monies paid to Security Trustee or to the Receiver shall be applied or the status, propriety or validity of the acts of the Receiver or Security Trustee.

17.2 The receipt of Security Trustee or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of Security Trustee or any Receiver.

17.3 In clauses 17.1 and 17.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

18 Notices

All notices, demands and any consent must be in writing. Security Trustee may serve a notice or demand on a Chargor at such **Chargor's** registered address. A notice or demand by Security Trustee will be effective at the time of personal delivery or at 9.00am on the second Business Day after posting. A notice from a Chargor to Security Trustee must be addressed to Sean Riddell at Canons Hall, The Old Palace, Ripon, HG4 3AF and will be effective on receipt, if received before 4.00pm on a Business Day, or otherwise on the next Business Day.

19 Assignment

19.1 Security Trustee and each Secured Party may assign or otherwise transfer or deal with all or any of its rights under this Deed or any security created by or under it.

19.2 A Chargor may not assign or otherwise transfer or deal with all or any of its rights or obligations under this Deed in whole or in part or enter into any transaction which would result in any of those rights or obligations passing to another person or something having similar effect.

20 Certificates and determinations

Any certification or determination by any Secured Party of a rate or amount is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21 Indemnity

21.1 Each Chargor shall promptly indemnify Security Trustee and each other Secured Party and every Receiver and delegate, agent, nominee, attorney or co-trustee appointed by Security Trustee (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of this Deed;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in Security Trustee and each Receiver and delegate by the Finance Documents or by law; and
- (c) any default by a Chargor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

21.2 Each Chargor shall indemnify Security Trustee and each other Secured Party against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by any of them arising (directly or indirectly) out of or in connection with the business or any real property of a Chargor.

21.3 Security Trustee may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all monies payable to it.

22 Exclusion of liability

A Chargor may not take proceedings against any officer, employee or agent of Security Trustee in respect of any claim it might have against Security Trustee or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and any officer, employee or agent of Security Trustee may rely on this clause.

23 Miscellaneous

- 23.1 A Secured Party may set off any matured, unpaid or any contingent obligation due to it from a Chargor against any obligation (whether or not matured) owed by that Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- 23.2 If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such term under the law of any other jurisdiction will in any way be affected or impaired.
- 23.3 If Security Trustee believes that any amount paid by a Chargor or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.
- 23.4 Any settlement, discharge or release between a Chargor and any Secured Party shall be conditional upon no security or payment to or for that Secured Party by such Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.
- 23.5 If Security Trustee enforces the security constituted by or under this Deed at a time when no amounts are due to any Secured Party but at a time when amounts may or will become due, Security Trustee (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.
- 23.6 The security created by this Deed is continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargors or any other person of any or the Secured Liabilities. It is in addition to any other security held by any Secured Party at any time for any of the Secured Liabilities, may be enforced without first having recourse to any other rights of any Secured Party and is not in any way prejudiced by any guarantee or security now or subsequently held by any Secured Party.
- 23.7 Unless otherwise stated in any Finance Document, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- 23.8 Security Trustee will not be liable for any action taken by it (or any omission to take action) under or in connection with this Deed unless directly caused by its gross negligence or wilful misconduct. Neither Security Trustee nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness. Neither Security Trustee nor any Receiver shall be liable for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate to whom any powers, authorities or discretions are delegated.
- 23.9 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Liabilities are incorporated into this Deed.

- 23.10 The Security Trustee shall hold the benefit of the covenants contained in this Deed and all its rights and claims under this Deed as trustee for the Secured Parties from time to time pursuant to the Security Trust Deed.

24 Fees, costs and expenses

24.1 Transaction expenses

The Chargors shall promptly on demand pay Security Trustee the amount of all costs, fees and expenses (including legal fees and stamp duties) together with any associated VAT reasonably incurred by it in connection with the negotiation, preparation, printing, execution, perfection and release of this Deed.

24.2 Enforcement and preservation costs

The Chargors shall, within 3 Business Days of demand, pay to Security Trustee on a full indemnity basis the amount of all costs, fees and expenses (including legal fees and stamp duties) together with any associated VAT incurred by Security Trustee in connection with the enforcement of or the preservation of any rights under this Deed and proceedings instituted by or against Security Trustee as a consequence of taking or holding this Deed or enforcing these rights.

24.3 Interest on late payments

If a Chargor fails to pay any amount payable by it under this Deed 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 Default Rate and in the manner as set out in the relevant underlying Loan Note Instrument. Any interest accruing under this clause 24.3 shall be immediately payable by the Chargors on demand by Security Trustee.

25 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England.

26 Enforcement

26.1 Jurisdiction of English courts

- (a) 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 (**Dispute**)).
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- (c) This clause 26 is for the benefit of Security Trustee. As a result, Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Security Trustee may take concurrent proceedings in any number of jurisdictions.

26.2 Service of process

The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 26.2. Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clause 18 (Notices).

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

| Chargor | Company Number | Registered Office |
|--|----------------|---|
| Pharmacy Plus Health Limited | 14443321 | Unit 7 Logic Park, Skelton Moor Way, Leeds, England, LS15 0BF |
| Headingley Projects Limited | 12192691 | Unit 7 Logic Park, Skelton Moor Way, Leeds, England, LS15 0BF |
| Living Care Pharmacy (East Leeds) Limited | 02287319 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (Wakefield) Limited | 03533665 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (South Leeds) Limited | 04680838 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (North Leeds) Limited | 03966969 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Limited | 03966969 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy Limited | 04932381 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (Chapeltown) Limited | 11736170 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (Rockwell) Limited | 11736298 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (Hornsea) Limited | 11736272 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Living Care Pharmacy (Ilkley) Limited | 10263764 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Averagedream Limited | 09156063 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Presentornot Limited | 08985612 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Insightwave Limited | 10934809 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| Missionstart Limited | 07992671 | 8 Manor Road, Leeds, West |

| | | |
|---------------------------|----------|--|
| | | Yorkshire, LS11 9AH |
| TPG (LSP) Limited | 10935349 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Oatland) Limited | 10934817 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Trinity) Limited | 10935262 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Bramley) Limited | 12467871 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Normanton) Limited | 12467994 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Tieve Tara) Limited | 12468983 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG(Bridlington)Limited) | 12467979 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Flamborough) Limited | 12467986 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Scarborough) Limited | 12468102 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Dringhouses) Limited | 11737562 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Middleton) Limited | 13259212 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |
| TPG (Fulford) Limited | 13514905 | 8 Manor Road, Leeds, West Yorkshire, LS11 9AH |

Schedule 2

Properties

Registered Land

None specified at the date of this Deed.

Unregistered Land

None specified at the date of this Deed.

Schedule 3

Key-man Policies

None specified at the date of this Deed.

Schedule 4

Relevant Agreements

None specified at the date of this Deed.

Schedule 5

Rent Account(s)

None specified at the date of this Deed.

Schedule 6

Key-man Policies

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The key-man policies described in the attached schedule (Key-man Policies)

We hereby notify you that we have assigned to Security Trustee UK plc as security trustee for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the Key-man Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from Security Trustee relating to the Key-man Policies (or any of them); and
- 2 to pay all sums payable by you under the Key-man Policies (or any of them) directly to Security Trustee at:

Bank: ♦

Account number: ♦

Sort code: ♦

or such other account as Security Trustee may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦

Schedule

| Policy Number | Insured | Life assured | Amount of cover | | Date of policy |
|---------------|---------|--------------|-----------------|------------------|----------------|
| | | | Death | Critical illness | |
| ◆ | ◆ | ◆ | ◆ | ◆ | ◆ |

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in any Key-man Policy since the date of such policy;
- (b) we will not agree to any amendment, waiver or release of any provision of any Key-man Policy without the prior written consent of Security Trustee;
- (c) we shall act in accordance with the Notice;
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Key-man Policy or the proceeds of any Key-man Policy in favour of any other person; and
- (e) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Key-man Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[insurance company]

Schedule 7

Insurance Policies

Part 1 - Form of notice of assignment

To: [◆]

Dated: ◆

Dear Sirs

The insurance policies described in the attached schedule (Insurance Policies)

We hereby notify you that we have assigned to Security Trustee UK plc as security trustee for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the Insurance Policies.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from Security Trustee relating to the Insurance Policies (or any of them); and
- 2 to pay all sums payable by you under the Insurance Policies (or any of them) directly to Security Trustee at:

Bank: ◆

Account number: ◆

Sort code: ◆

or such other account as Security Trustee may specify from time to time.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
◆

Schedule

| Date of policy | Insured | Policy type | Policy number |
|----------------|---------|-------------|---------------|
| ◆ | ◆ | ◆ | ◆ |
| | | | |

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in any Insurance Policy since the date of such policy;
- (b) we have noted Security Trustee's interest as mortgagee and first loss payee on each Insurance Policy;
- (c) we will not agree to any amendment, waiver or release of any provision of any Insurance Policy without the prior written consent of Security Trustee;
- (d) we shall act in accordance with the Notice;
- (e) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Insurance Policy or the proceeds of any Insurance Policy in favour of any other person; and
- (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Insurance Policy.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of

[insurance company]

Schedule 8

Accounts

Part 1 - Form of notice of charge

To: *[insert name and address of account holding institution]*

Account number: ♦ (Account)

Sort code: ◆

Account holder: ◆

We hereby notify you that we have charged by way of first fixed charge to Security Trustee UK plc as security trustees for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the monies from time to time standing to the credit of the Account.

We hereby irrevocably and unconditionally authorize and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Account to the order of Security Trustee and accordingly to pay all or any part of those monies to Security Trustee (or as it may direct) promptly following receipt of written instructions from Security Trustee to that effect; and
- 2 to disclose to Security Trustee such information relating to us and the Account as Security Trustee may from time to time request you to provide.

By countersigning this notice, Security Trustee authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until:

- (a) you receive a notice in writing to the contrary from Security Trustee;
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first).

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....

for and on behalf of ♦

Countersigned for and on behalf of

Security Trustee:

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person; and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[account holding institution]

Schedule 9

Occupational Leases

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The lease described in the attached schedule (the Lease)

We hereby notify you that we have assigned to Security Trustee as security trustee for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the Lease (including all rental income and other monies payable under the Lease).

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from Security Trustee relating to the Lease; and
- 2 to pay all sums payable by you under the Lease directly to our account at:

Bank: ♦

Account number: ♦

Sort code: ♦

(the **Rent Account**) or such other account as Security Trustee may specify from time to time.

We remain liable to perform all our obligations [as landlord] under the Lease and Security Trustee 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.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦

Schedule

[Description of Lease]

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we will not agree to any amendment, waiver or release of any provision of the Lease without the prior written consent of Security Trustee;
- (b) we shall act in accordance with the Notice;
- (c) the Chargor will remain liable to perform all its obligations under the Lease and Security Trustee 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;
- (d) 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 Security Trustee specifying how to make good such breach;
- (e) we have made all necessary arrangements for all future payments payable under such Lease to be made into the Rent Account;
- (f) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Lease in favour of any other person; and
- (g) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Lease.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[Tenant]

Schedule 10

Blocked Accounts

Part 1 - Form of notice of charge

To: [insert name and address of account holding institution]

Dated: ♦

Dear Sirs

Account number: ♦ (Blocked Account)

Sort code: ♦

Account holder: ♦

We hereby notify you that we have charged by way of first fixed charge to Security Trustee UK plc as security trustee for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the monies from time to time standing to the credit of the Blocked Account.

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 to hold all monies from time to time standing to the credit of the Blocked Account to the order of Security Trustee and accordingly to pay all or any part of those monies to Security Trustee (or as it may direct) promptly following receipt of written instructions from Security Trustee to that effect; and
- 2 to disclose to Security Trustee such information relating to us and the Blocked Account as Security Trustee may from time to time request you to provide.

We also advise you that:

- (a) we may not withdraw any monies from the Blocked Account without first having obtained the prior written consent of Security Trustee; and
- (b) the provisions of this notice may only be revoked or varied with the prior written consent of Security Trustee.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of it or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of
♦ **Limited**

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement.

We confirm that:

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Blocked Account in favour of any other person; and
- 3 we will not exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Blocked Account.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[account holding institution]

Schedule 11

Relevant Agreements (other than Occupational Leases)

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The agreement described in the attached schedule (the Agreement)

We hereby notify you that we have assigned to Security Trustee as security trustee for itself and certain other persons (**Security Trustee**) all our right, title and interest in and to the Agreement (including all monies payable under the Agreement).

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from Security Trustee relating to the Agreement; and
- 2 to pay all sums payable by you under the Agreement directly to our account at:

Bank: ♦

Account number: ♦

Sort code: ♦

(the **Account**) or such other account as Security Trustee may specify from time to time.

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

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Security Trustee and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦

Schedule

[Description of Agreement]

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Security Trustee
[address]

To: [name of Chargor] (**Chargor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of Security Trustee;
- (b) we shall act in accordance with the Notice;
- (c) the Chargor will remain liable to perform all its obligations under the Agreement and Security Trustee is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Agreement;
- (d) no breach or default on the part of the Chargor of any of the terms of such Agreement will be deemed to have occurred unless we have given notice of such breach to Security Trustee specifying how to make good such breach;
- (e) we have made all necessary arrangements for all future payments payable under such Agreement to be made into the Account;
- (f) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person; and
- (g) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[Counterparty]

SIGNATURES TO THE DEBENTURE

Chargor

Executed as a deed by)
Pharmacy Plus Health Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**
Address
.....

Executed as a deed by)
Headingley Projects Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**
Address
.....

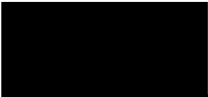
Executed as a deed by)
Living Care Pharmacy (East Leeds) Limited)
acting by a director in the presence of) Director


.....
Signature of witness

Name **Adam Cutler**
Address
.....


Executed as a deed by
Living Care Pharmacy (Wakefield) Limited
acting by a director in the presence of

)
)
)


.....
Director


.....
Signature of witness


Name **Adam Cutler**


Address 

.....


Executed as a deed by
Living Care Pharmacy (South Leeds) Limited
acting by a director in the presence of

)
)
)


.....
Director


.....
Signature of witness


Name **Adam Cutler**

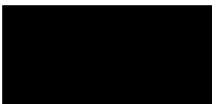
Address 

.....


Executed as a deed by
Living Care Pharmacy (North Leeds) Limited
acting by a director in the presence of

)
)
)


.....
Director


.....
Signature of witness

Name **Adam Cutler**

Address 

.....

Executed as a deed by)
Living Care Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**

Address
.....

Executed as a deed by)
Living Care Pharmacy Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**

Address
.....

Executed as a deed by)
Living Care Pharmacy (Chapeltown) Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**

Address
.....

Executed as a deed by)
Living Care Pharmacy (Rockwell) Limited)
acting by a director in the presence of) Director

Signature of witness

Name Adam Cutler

Address

Executed as a deed by)
Living Care Pharmacy (Hornsea) Limited)
acting by a director in the presence of) Director

Signature of witness

Name Adam Cutler

Address

Executed as a deed by)
Living Care Pharmacy (Ilkley) Limited)
acting by a director in the presence of) Director

Signature of witness

Name Adam Cutler

Address

Executed as a deed by)
Averagedream Limited)
acting by a director in the presence of) Director

Signature of witness

Name **Adam Cutler**

Address

Executed as a deed by)
Presentornot Limited)
acting by a director in the presence of) Director

Signature of witness

Name **Adam Cutler**

Address


Executed as a deed by)
Insightwave Limited)
acting by a director in the presence of) Director

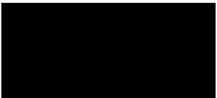

Signature of witness

Name **Adam Cutler**

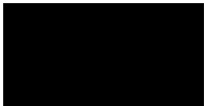
Address



Executed as a deed by)
Missionstart Limited)
acting by a director in the presence of) Director





.....
Signature of witness
Adam Cutler
Name

Address

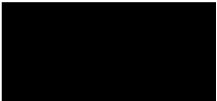

Executed as a deed by)
TPG (LSP) Limited)
acting by a director in the presence of) Director




.....
Signature of witness
Adam Cutler
Name

Address

Executed as a deed by)
TPG (Oatland) Limited)
acting by a director in the presence of) Director




.....
Signature of witness
Adam Cutler
Name

Address

Executed as a deed by)
TPG (Trinity) Limited)
acting by a director in the presence of) Director

Signature of witness

Name **Adam Cutler**

Address

Executed as a deed by)
TPG (Bramley) Limited)
acting by a director in the presence of) Director

Signature of witness

Name **Adam Cutler**

Address

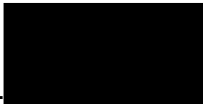
Executed as a deed by)
TPG (Normanton) Limited)
acting by a director in the presence of) Director

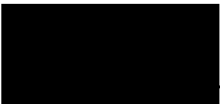
Signature of witness

Name **Adam Cutler**


Address

Executed as a deed by)
TPG (Tieve Tara) Limited)
acting by a director in the presence of) Director




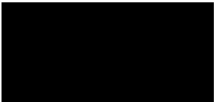

Signature of witness

Name **Adam Cutler**


Address 

Executed as a deed by)
TPG (Bridlington) Limited)
acting by a director in the presence of) Director

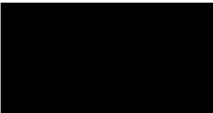




Signature of witness

Name **Adam Cutler**


Address 

Executed as a deed by)
TPG (Flamborough) Limited)
acting by a director in the presence of) Director




Signature of witness

Name **Adam Cutler**

Address 

Executed as a deed by)
TPG (Scarborough) Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**
Address
.....

Executed as a deed by)
TPG (Dringhouses) Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**
Address
.....

Executed as a deed by)
TPG (Middleton) Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name **Adam Cutler**
Address
.....

Executed as a deed by)
TPG (Fulford) Limited)
acting by a director in the presence of) Director


.....
Signature of witness

Name **Adam Cutler**

Address
.....

Security Trustee

EXECUTED as a **DEED** by)
SEAN RIDDELL (in his capacity as Security)
Trustee))
in the presence of:-

Signature of Witness: 

Name of Witness: **Maria Paiva**

Address: 

Occupation: **Housekeeper**