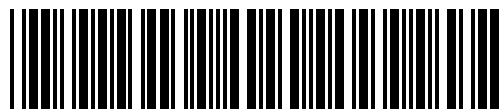




**Registration of a Charge**

Company Name: **CARE UK MURRAYFIELD LIMITED**

Company Number: **11914086**



Received for filing in Electronic Format on the: **11/04/2022**

XB1QIS8L

**Details of Charge**

Date of creation: **07/04/2022**

Charge code: **1191 4086 0009**

Persons entitled: **OPERATION REAL ESTATE FINANCE LLP  
SKYRED INTERNATIONAL S.À R.L.**

Brief description: **ALL AND WHOLE SUBJECTS ON THE SOUTH SIDE OF CORSTORPHINE ROAD, EDINBURGH BEING 0.53 HECTARES IN MEASUREMENT ON THE ORDNANCE MAP REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID169083**

**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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



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

Company number: 11914086

Charge code: 1191 4086 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2022 and created by CARE UK MURRAYFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2022 .

Given at Companies House, Cardiff on 14th April 2022

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



**Companies House**



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

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**STANDARD SECURITY**

---

by

**CARE UK MURRAYFIELD LIMITED**

in favour of

**OPERATIONAL REAL ESTATE FINANCE LLP AND SKYRED INTERNATIONAL S.À R.L.**

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CMS Cameron McKenna Nabarro Olswang LLP  
Saltire Court  
20 Castle Terrace  
Edinburgh  
EH1 2EN

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Standard Security is delivered on 1 APRIL 2022

THIS STANDARD SECURITY is granted

By:

- (1) **CARE UK MURRAYFIELD LIMITED** a company incorporated in England and Wales (registered number 11914086) whose registered office is at Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, England, CO4 9QB (the “Grantor”);

In favour of:

- (2) **OPERATIONAL REAL ESTATE FINANCE LLP** (a limited liability partnership incorporated in England and Wales with Company Number OC395395) whose registered address is at 6th Floor 338 Euston Road, London, NW1 3BG and **SKYRED INTERNATIONAL S.À R.L.** a private limited liability company (Société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B209899 whose registered office is at 17, Boulevard F.W. Raiffeisen, L-2411 Luxembourg (the “Lender”)

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

*Definitions*

- 1.1 Unless a contrary indication appears (a) words or expressions defined in the Facility Agreement and the Debenture shall have the same meaning in this Standard Security; (b) words and expressions which are defined in the 1970 Act or in the Standard Conditions (as in each case amended by the Facility Agreement and/or the Debenture) shall be deemed to be so defined for the purpose of this Standard Security, and each and every provision of this Standard Security shall be separately given the fullest effect permitted by law;
- 1.2 In this Standard Security, the following words and expressions shall have the following meanings:
- “1970 Act”: The Conveyancing and Feudal Reform (Scotland) Act 1970 as amended;
- “Debenture”: the debenture dated on or about the date of delivery of this Standard Security between inter alia the Grantor and the Lender;
- “Facility Agreement”: the facility agreement dated on or around the date of delivery of this Standard Security between the inter alia the Grantor and the Lender and as may be amended, restated or replaced from time to time;
- “Finance Document”: has the meaning given to that term in the Facility Agreement;
- “Party”: a party to this Standard Security;
- “Secured Liabilities”: all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;
- “Secured Party”: has the meaning given to that term in the Facility Agreement;

**“Security”**: has the meaning given to that term in the Facility Agreement;

**“Security Period”**: the period beginning on the date of delivery of this Standard Security and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

**“Security Subjects”**: ALL and WHOLE subjects on the south side of Corstorphine Road, Edinburgh being 0.53 hectares in measurement on the Ordnance Map registered in the Land Register of Scotland under Title Number MID169083;

**“Standard Conditions”**: the Standard Conditions specified in Schedule 3 to the 1970 Act and **“Standard Condition”** means such of them as the context shall require or permit;

**“Standard Security”**: this standard security, as from time to time amended, restated, supplemented, novated, varied and or replaced and any document made pursuant or supplemental hereto; and

**“Transaction Obligor”**: has the meaning given to that term in the Facility Agreement.

### ***Construction***

- 1.3 The provisions of Clause 1.2 (*Construction*) of the Facility Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Facility Agreement will be construed as references to this Standard Security.
- 1.4 Unless a contrary indication appears, a reference in this Standard Security to:
  - 1.4.1 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, extended or restated;
  - 1.4.2 any **rights** in respect of an asset includes:
    - (a) all amounts and proceeds paid or payable;
    - (b) all rights to make any demand or claim; and
    - (c) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
  - 1.4.3 the term **this Security** means any Security created by this Standard Security.
- 1.5 Any undertaking of the Grantor under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.6 If the Lender (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Standard Security.
- 1.7 Unless the context otherwise requires, a reference to the Security Subjects includes the proceeds of any disposal of the Security Subjects.
- 1.8 Reference to “debtor” in the Standard Conditions shall include the Grantor and “creditor” shall include the Lender.

*Conflict with Finance Documents*

- 1.9 This Standard Security is subject to the terms of the Facility Agreement and the Debenture and in the event of any conflict or inconsistency between any provision of this Standard Security and the Facility Agreement and/or the Debenture (including without limitation any conflict between any defined term in this Standard Security and any defined term in the Facility Agreement and/or the Debenture, as applicable), the Facility Agreement and/or the Debenture, as applicable will prevail.

**2. PERSONAL BOND**

The Grantor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

**3. GRANT OF STANDARD SECURITY**

In security for the payment of all the Secured Liabilities the Grantor HEREBY GRANTS a standard security in favour of the Lender over the Security Subjects; And the Standard Conditions, as varied in accordance with clause 4.1 below and any lawful variation thereof operative for the time being, shall apply.

**4. VARIATION TO STANDARD CONDITIONS**

- 4.1 The Grantor agrees that (1) the Standard Conditions shall be varied in so far as lawful and applicable by the express terms of this Standard Security, the Facility Agreement and the Debenture, under declaration that (a) in the event of there being any conflict or inconsistency between the terms of the Standard Conditions and the terms of the Facility Agreement or the Debenture, or (b) where there is an obligation in the Standard Conditions which is either more onerous than an equivalent obligation or is not contained in the Facility Agreement or Debenture, the terms of the Facility Agreement and/or the Debenture as applicable shall in so far as permitted by the 1970 Act prevail; and (2) for the purposes of Standard Condition 9(1)(b), the Grantor shall in addition be held to be in default if an Event of Default occurs and is continuing.
- 4.2 After this Security has become enforceable, the Lender may (without prejudice to any other of its rights and remedies and without notice to the Grantor) do all or any of the following:
- 4.2.1 enforce this Standard Security in any manner it sees fit;
  - 4.2.2 take possession of the Security Subjects; and
  - 4.2.3 (in the name of the Grantor and in such manner and on such terms as the Lender shall consider appropriate) use, remove, store, sell, dispose of, or otherwise deal with any moveables of the Grantor which are on the Security Subjects, and deal with any proceeds received in accordance with the terms of the Facility Agreement and the other Finance Documents.

**5. INCORPORATION OF FINANCE DOCUMENTS**

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facility Agreement and/or the Debenture are held

to be incorporated in and shall be deemed to form part of this Standard Security and repeated mutatis mutandis but so that each reference therein to (i) this Deed shall, where relevant, be read as a reference to this Standard Security and (ii) the Mortgaged Property, Property or Security Asset shall, where relevant, be read as a reference to the Security Subjects and shall be in addition to the obligations of the Grantor specified herein.

## **6. RESTRICTIONS ON DEALINGS**

### ***Security***

- 6.1 Except as expressly allowed under the Facility Agreement or this Standard Security, the Grantor must not create or permit to subsist any Security over the Security Subjects.

### ***Disposals***

- 6.2 Except as expressly allowed under the Facility Agreement or this Standard Security, the Grantor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Security Subjects.

## **7. APPLICATION OF PROCEEDS**

- 7.1 All amounts from time to time received or recovered by the Lender pursuant to the terms of this Standard Security or in connection with the realisation or enforcement of all or part of this Standard Security will be held by the Lender and applied in accordance with the Facility Agreement. This Clause 7.1 (*Application of Proceeds*):

- 7.1.1 is subject to the payment of any claims having priority over this Standard Security; and
- 7.1.2 does not prejudice the right of any Secured Party to recover any shortfall from the Grantor.

## **8. DELEGATION**

### ***Power of Attorney***

- 8.1 The Lender may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Standard Security.

### ***Terms***

- 8.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender may, in its discretion, think fit in the interests of the Secured Parties.

### ***Liability***

- 8.3 The Lender shall not be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

**9. FURTHER ASSURANCES**

- 9.1 The Grantor must promptly, at its own expense, take whatever action the Lender may deem necessary for:
- 9.1.1 creating, perfecting or protecting any security over the Security Subjects; or
  - 9.1.2 facilitating the realisation of the Security Subjects, or the exercise of any right, power or discretion exercisable, by the Lender or any of its delegates or sub-delegates in respect of the Security Subjects.
- 9.2 The action that may be required under clause 9.1 above includes:
- 9.2.1 the execution of any standard security, transfer, conveyance, assignment, or assurance of the Security Subjects, whether to the Lender or to its nominees; or
  - 9.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may consider necessary.

**10. POWER OF ATTORNEY**

- 10.1 Subject to clause 10.2 below, the Grantor irrevocably and severally appoints the Lender and any of its delegates or sub-delegates to be its attorney with the full power and authority of the Grantor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Grantor under or pursuant to this Standard Security or generally for enabling the Lender to exercise the powers conferred on it under this Standard Security or by law. The Grantor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 10 (*Power of Attorney*).
- 10.2 The power given under clause 10.1 above may be exercised at any time during the Security Period:
- 10.2.1 following the failure by the Grantor to do what is requested by the Lender (or delegate as applicable) under or in connection with this Standard Security in the timeframe requested; or
  - 10.2.2 if the Lender (or delegate as applicable) determines that exercising that power is necessary to protect its interests.

**11. MISCELLANEOUS**

***Continuing Security***

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

***Grantor intent***

- 11.2 The Grantor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents or 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.

**12. RELEASE**

At the end of the Security Period, the Lender must, at the request and cost of the Grantor, take whatever action is necessary to release and discharge the Security Subjects from this Security

**13. FINANCE DOCUMENT**

This Standard Security is a Finance Document.

**14. COUNTERPARTS**

14.1 This Standard Security may be executed in any number of counterparts and by each of the Parties on separate counterparts.

14.2 Where executed in counterparts:

14.2.1 this Standard Security will not take effect until each of the counterparts has been delivered;

14.2.2 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered; and

14.2.3 the date of delivery may be inserted in the blank provided at the top of page 1 of this Standard Security.

**15. GOVERNING LAW**

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

**16. JURISDICTION**

16.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute relating to the existence, validity or termination of this Standard Security or any non-contractual obligation arising out of or in connection with this Standard Security) (a “Dispute”).

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

16.3 Notwithstanding clause 16.1 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**17. WARRANDICE**

The Grantor grants warrandice but excepting therefrom lease between Silver Sea Properties (Murrayfield) S.à.r.l. and Care UK Community Partnerships Limited dated 20 November 2018 and registered in the Books of Council and Session on 15 March 2019 and the tenant’s interest in which is registered in the Land Register of Scotland under Title Number MID204977 as amended and/or varied.

**18. CONSENT TO REGISTRATION**

The Grantor consents to the registration of this Standard Security for preservation: IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages are subscribed as follows and if executed in counterpart is delivered on the date set out on page 1 of this Standard Security in accordance with Clause 14 (*Counterparts*):-

**SUBSCRIBED** for and on behalf of )  
the said **CARE UK MURRAYFIELD)**  
**LIMITED**

acting by: )

Director

MATTHEW ROSENBERG )

in the presence of: )

Name of witness:

Schuyler Hillberg

Signature:

Address:

71 Queen Victoria Street  
London EC4V 4AY

Occupation:

Trainee Solicitor

all together at Bridgepoint, 95 Wigmores Street, London, W1U 1FB

on the 31 day of MARCH 2022

**SUBSCRIBED** for and on behalf of the said  
**OPERATIONAL REAL ESTATE FINANCE LLP**

by **Corporate Trading Companies Secretaries Limited**

as designated member of **OPERATIONAL REAL ESTATE FINANCE LLP**

at 338 Euston Road, NW1 3BG (place of signing)

on 24/3 2022 (date of signing)

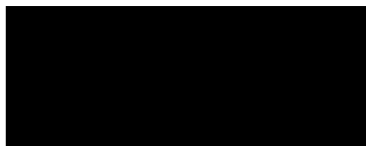
BINJAM PHILIP

(Director/Authorised Signatory of  
Corporate Trading Companies Secretaries  
Limited)

(Signature)

in the presence of this witness:

WILL RAMSET Print Full Name



... Signature

338 EUSTON ROAD, LONDON, NW1 3BG

..... Address

**all in the presence of the following witness:**

Yvonne Bushbridge Smith Print Full Name



Signature

338 Euston Road, London, NW1 3BG  
..... Address

**SUBSCRIBED** for and on behalf of the said  
**SKYRED INTERNATIONAL S.À R.L.**

at Luxembourg..... (place of signing)

on 28 March..... 2022 (date of signing)

Girish Mohan.....

Authorised Signatory (Print Full Name)

(Signature)

in the presence of this witness:

Vashist Kumar Ramphul..... Print Full Name

..... Signature

17 Boulevard F.W. Raiffaen..... Address

L-2411 Luxembourg.....

at Luxembourg..... (place of signing)


on 28 March 2022..... 2022 (date of signing)

Authorised Signatory (Print Full Name)

(Signature)

in the presence of this witness:

Vashist Kumar Ramphul..... Print Full Name

..... Signature

17 Boulevard F.W. Raiffaen..... Address

L-2411 Luxembourg.....