



Registration of a Charge

Company name: **CARE UK BROMSGROVE LIMITED**

Company number: **11914606**



X8HB0MUX

Received for Electronic Filing: **01/11/2019**

Details of Charge

Date of creation: **31/10/2019**

Charge code: **1191 4606 0001**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT)**

Brief description: **LAND AND BUILDINGS ON THE NORTH SIDE OF RECREATION ROAD,
BROMSGROVE WITH TITLE NUMBER HW49533**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: 11914606

Charge code: 1191 4606 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st October 2019 and created by CARE UK BROMSGROVE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2019 .

Given at Companies House, Cardiff on 4th November 2019

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**

DATE: 31 October 2019

LEGAL CHARGE

**THIS LEGAL CHARGE IS SUBJECT TO AND HAS THE BENEFIT OF A
SUBORDINATION DEED DATED ON OR AROUND THE DATE OF THIS DEED**

Between

CARE UK BROMSGROVE LIMITED
(as Chargor)

and

NATIONAL WESTMINSTER BANK PLC
(as Security Agent)

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THIS DEED is dated 31 October 2019 and made between:

- (1) CARE UK BROMSGROVE LIMITED (company number 11914606) (the “Chargor”); and
- (2) NATIONAL WESTMINSTER BANK PLC as security agent on behalf of the Finance Parties (the “Security Agent”).

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Deed:

“Business Day” has the meaning given to that term in the Facility Agreement.

“Debenture” means the debenture, entered into between, amongst others, the Chargor and the Security Agent on or around the date of this Deed.

“Discharge Date” means the date on which all of the Secured Obligations have been irrevocably discharged in full to the satisfaction of the Security Agent or, if earlier, the date on which the Chargor’s obligations under the Finance Documents have been released.

“Event of Default” has the meaning given to that term in the Facility Agreement.

“Facility Agreement” means a property development and investment facility agreement dated 30 August 2019 and made between, among others, Care UK Property Limited (as Company) and National Westminster Bank plc (as Arranger, Agent, Original Lender and Security Agent).

“Finance Document” has the meaning given to that term in the Facility Agreement.

“Finance Party” has the meaning given to that term in the Facility Agreement.

“LPA” means the Law of Property Act 1925.

“Occupational Lease” has the meaning given to that term in the Facility Agreement.

“Party” means an original party to this Deed or any person which becomes a party by execution and delivery of a Deed of Accession.

“Property” means the Real Property from time to time owned by the Chargor or in which the Chargor has any right, title or interest and includes a reference to each separate part or parts of such Real Property.

“Real Property” means (a) the property detailed in the Schedule (*Property*), (b) any freehold, leasehold or immovable property, wherever situated, and (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property.

“Receiver” has the meaning given to that term in the Facility Agreement.

“Regulations” means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226), as amended.

“Related Rights” means, as regards any Secured Asset, all present and future:

- (a) money and proceeds of any nature paid or payable in relation to the Secured Asset, including sale proceeds and money paid by way of damages, award or judgment made in connection with that Secured Asset; and
- (b) all rights and assets of any nature attaching to, deriving from or exercisable as a result of the Chargor’s interest in or ownership or operation of the Secured Asset.

“Secured Assets” means the rights, interests and assets from time to time subject, or expressed to be subject, to the Security created or expressed to be created by this Deed.

“Secured Parties” means each Finance Party from time to time and any Receiver.

“Secured Obligations” means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Obligors or by some other person) of the Obligors to the Finance Parties (or any of them) under each of the Finance Documents together with all costs, charges and expenses incurred in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other documents evidencing or securing any such liabilities.

“Security” has the meaning given to that term in the Facility Agreement.

“Tax” has the meaning given to that term in the Facility Agreement.

2. INTERPRETATION

2.1 Capitalised terms defined in the Facility Agreement have, unless otherwise defined in this Deed, the same meaning in this Deed.

2.2 Unless a contrary indication appears, a reference in this Deed to:

2.2.1 “Secured Assets” or “Secured Obligations” is deemed to include a reference to any part of them;

2.2.2 “Chargor” or “Security Agent” or any other person is deemed to include a reference to that person’s or party’s successors in title, permitted assigns and permitted transferees;

2.2.3 a provision of a statute, rule or regulation is deemed to include a reference to that provision as amended or re-enacted from time to time; and

2.2.4 the singular is deemed to include the plural and vice versa.

2.3 Any undertaking given by the Chargor under this Deed remains in force until the Discharge Date.

2.4 Clauses 1.2 (*Construction*), 1.3 (*Currency symbols and definitions*) and 1.4 (*Third party rights*) of the Facility Agreement are incorporated in this Deed as if set out here in full but so that each reference in those clauses to the Facility Agreement shall be read as a reference to this Deed.

2.5 Clause 31.12 (*Resignation of the Agent and the Security Agent*) of the Facility Agreement is incorporated in this Deed as if set out here in full such that:

2.5.1 the reference to a successor Security Agent has the meaning given to that phrase in the Facility Agreement; and

2.5.2 the reference to assignment or transfer is in respect of the Security Agent’s rights and obligations under this Deed.

2.6 Clauses 16.4 (*Indemnity to the Security Agent*), 18 (*Costs and Expenses*), 37.1 (*Communications in writing*), 37.2 (*Addresses*), 37.3 (*Delivery*), 37.7 (*English language*), 42 (*Confidentiality*) and 44 (*Counterparts*) of the Facility Agreement are incorporated in this Deed as if set out here in full but so that:

2.6.1 the references to Finance Documents are a reference to this Deed; and

2.6.2 the references to Party, Owner and Obligor is a reference to the Chargor.

- 2.7 If the Security Agent considers that an amount paid to it under the Facility Agreement or any other 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 Deed.
- 2.8 Unless the context otherwise requires, a reference to a Secured Asset includes:
- 2.8.1 any part of that Secured Asset;
 - 2.8.2 any present and future assets of that type; and
 - 2.8.3 all Related Rights relating to that Secured Asset.
- 2.9 The Security Agent shall hold the benefit of the covenants contained in this Deed as trustee for the Secured Parties from time to time on the terms set out in the Finance Documents.
- 2.10 Any reference to security being granted or executed or obligations being entered into “in favour of the Security Agent” means such security being granted or executed or obligations being entered into in favour of the Security Agent as trustee for the Secured Parties from time to time.
- 3. UNDERTAKING TO PAY**
- 3.1 The Chargor undertakes to pay all the Secured Obligations when due in accordance with its respective terms in the Finance Documents.
- 4. SECURITY**
- 4.1 General**
- 4.1.1 All the security created under this Deed:
 - (a) is created in favour of the Security Agent;
 - (b) is security for the payment of all the Secured Obligations; and
 - (c) is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
 - 4.1.2 If the rights of the Chargor under a document cannot be charged or assigned without the consent of a party to that document:
 - (a) the Chargor shall notify the Security Agent promptly upon becoming aware of the same;
 - (b) until the consent is obtained, this Deed will secure all amounts of any nature which the Chargor may now or in future receive under or in connection with that document but exclude rights under the document itself;
 - (c) the Chargor shall use reasonable endeavours to obtain the consent of the relevant party to rights under that document being secured in accordance with this Deed (unless the Security Agent expressly waives such requirement in relation to a specific document); and
 - (d) the Chargor shall promptly supply the Security Agent with a copy of any consent obtained by it.

4.2 Fixed charges

4.2.1 The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- (a) by way of first legal mortgage the Property (if any) specified in the Schedule (*Property*); and
- (b) by way of first fixed charge:
 - (i) all other Property and all interests in Property (not charged by paragraph (a) of Clause 4.2 (*Fixed charges*)); and
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land.

5. FURTHER ASSURANCE

5.1 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

5.1.1 to perfect the Security created or intended to be created under or evidenced by this Deed which is, or is intended to be, the subject of the Transaction Security or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to this Deed or by law; and/or

5.1.2 while an Event of Default is continuing, to facilitate the realisation of the assets which are, or are intended to be, Secured Assets.

5.2 The Chargor shall take all such action (including making all filings and registrations and payment of fees, stamp duty land tax, penalties and interest) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this Deed.

6. NEGATIVE PLEDGE

The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Secured Assets other than as permitted under the Facility Agreement.

7. LAND

7.1 The Land Registry

7.1.1 The Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Property registered 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 [●] 2019 in favour of National Westminster Bank plc referred to in the charges register.”

7.1.2 The Security Agent agrees that it will promptly on request give its consent in writing to any disposition comprising the grant of, or other dealing with, any Occupational Lease

in accordance with the provisions of Clause 24.5 (*Occupational Leases*) of the Facility Agreement.

7.1.3 The Chargor shall promptly make or procure all applications to and filings with the Land Registry which are necessary under the Land Registration Rules 2003 to protect the Security created by or pursuant to this Deed.

7.1.4 The Chargor authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute and deliver on its behalf (but at its own cost) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in this Clause 7.1 (*The Land Registry*).

7.2 Deposit of title deeds

7.2.1 The Chargor shall immediately upon the execution of this Deed or any Debenture deposit with the Security Agent all deeds and documents of title relating to its Property and all local land charges, land charges and Land Registry search certificates and similar documents received by it or on its behalf or procure that the same are held to the order of the Security Agent pursuant to a solicitor's undertaking.

7.2.2 Satisfaction of the Chargor's obligations under this Clause 7.2 (*Deposit of title deeds*) shall also satisfy the Chargor's similar obligations under Clause 8.3 (*Deposit of title deeds*) under the Debenture and vice versa.

8. ENFORCEMENT

8.1 When enforceable

8.1.1 The Security created by this Deed will be immediately enforceable at any time while an Event of Default is continuing.

8.2 Statutory powers

8.2.1 The statutory power of sale, of appointing a receiver and the other statutory powers conferred on mortgagees, receivers or administrative receivers by the LPA and the Insolvency Act 1986 (as the case may be) as varied and extended by this Deed will apply to the Security constituted by this Deed and will be immediately exercisable at any time after that Security has become enforceable. If there is any ambiguity or conflict between the powers contained in those Acts and those contained in this Deed, those contained in this Deed will prevail.

8.2.2 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed.

8.3 Statutory restrictions

8.3.1 Sections 93 and 103 of the LPA do not apply to this Deed.

8.4 Rights upon enforcement

8.4.1 At any time after the Security has become enforceable, the Security Agent shall be entitled, without any notice to, demand on or consent of the Chargor, either in its own name or in name of the Chargor or otherwise, and in such manner and on such terms and conditions as it thinks fit, to take possession of and realise the Secured Assets and apply the proceeds of realisation in or towards payment of or provision for the Secured

Obligations in accordance with Clause 9 (*Order of Application*), and in particular, without limiting the generality:

- (a) to call or demand sums due or committed under any Contract;
- (b) to do all things it may consider necessary or expedient for the realisation of the Secured Assets or incidental to the exercise of any of the rights conferred on it under or in connection with this Deed, the Law of Property Act 1925 or the Insolvency Act 1986; and
- (c) generally to exercise all the rights, powers and discretions in respect of the Secured Assets it would be entitled to exercise if it were the absolute owner of the Secured Assets (including, without limitation, all the powers given to trustees by section 10(3) and (4) of the Trustee Act 1925 as amended by section 9 of the Trustee Investment Act 1961 in respect of securities or property subject to a trust).

8.5 Appointment of Receiver

8.5.1 At any time while an Event of Default is continuing, or if the Chargor so requests, the Security Agent may, in writing signed by any of the Security Agent's officers or managers, appoint any person (or persons) to be a Receiver of all or part of the Secured Assets.

8.5.2 Section 109(1) of the LPA does not apply to this Deed.

8.6 Status, removal and remuneration of Receiver

8.6.1 So far as the law allows, each Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration and expenses. The Chargor shall be liable for all agreements and arrangements made or entered into by the Receiver.

8.6.2 The Security Agent may by notice from time to time, for any reason, remove any Receiver appointed by it and, if it deems it appropriate, appoint a substitute Receiver.

8.6.3 The Security Agent may from time to time fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the LPA will not apply.

8.7 Relationship with Security Agent

8.7.1 To the fullest extent allowed by law, any right or power conferred by this Deed or by law on a Receiver may, after the Security constituted by this Deed becomes enforceable, be exercised by the Security Agent in relation to any Secured Asset irrespective of whether or not a Receiver has been appointed.

8.8 Powers of Receiver

8.8.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law; this includes:
 - (i) in the case of an administrative receiver, all rights, powers and discretions conferred on an administrative receiver under the Insolvency Act, 1986; and

- (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA and the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.
- 8.8.2 Possession**

A Receiver may take immediate possession of, get in and collect any Secured Asset.
- 8.8.3 Carry on Business**

A Receiver may carry on any business of the Chargor in any manner he thinks fit.
- 8.8.4 Employees**
 - (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
 - (b) A Receiver may discharge any person appointed by the Chargor.
- 8.8.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Secured Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.
- 8.8.6 Sale of assets**
 - (a) A Receiver may sell, exchange, convert into money and realise any Secured Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
 - (b) The consideration for any such transaction may consist of cash, debentures 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 any period which the Receiver thinks fit.
 - (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.
- 8.8.7 Leases**

A Receiver may let any Secured Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Secured Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).
- 8.8.8 Compromise**

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

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

8.8.10 Receipts

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

8.8.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Secured Asset.

8.8.12 Delegation

A Receiver may delegate his power in accordance with this Deed.

8.8.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor

8.8.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Secured Asset;
- (b) commence and/or complete any building operation; and
- (c) apply for and maintain any planning permission, building regulation, approval or any other authorisation,

in each case as he thinks fit.

8.8.15 Other Powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Secured Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Secured Asset; and
- (c) use the name of the Chargor for any of the above purposes.

8.8.16 Redemption of prior mortgages

At any time after the Security created by this Deed has become enforceable, the Security Agent may redeem any prior Security created in respect of a Secured Asset and/or procure the transfer of the benefit of that Security to itself and/or settle the accounts of the prior mortgagee or encumbrancer. The Chargor shall within three Business Days of demand indemnify the Security Agent for all costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the amount of any principal or interest paid by the Security Agent.

9. ORDER OF APPLICATION

9.1 Application of proceeds

9.1.1 All amounts received or recovered by the Security Agent or any Receiver in exercise of their rights under this Deed will, subject to the rights of any creditors having priority, be applied in the order provided in Clause 9.2 (*Order of application*).

9.2 Order of application

9.2.1 The order referred to in Clause 9.1 (*Application of proceeds*) is:

- (a) first, in or towards payment of the costs and losses incurred, and payments made, by the Receiver;
- (b) second, in or towards payment of the costs and losses incurred, and payments made, by the Security Agent; and
- (c) finally, to the Security Agent for distribution in accordance with the Facility Agreement.

10. LIABILITY OF SECURITY AGENT

10.1 Liability

10.1.1 Neither the Security Agent nor any Receiver will (either by reason of taking possession of the Secured Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses or liabilities relating to any of the Secured Assets or for any act, default, omission or misconduct of the Security Agent, any Receiver or their respective officers, employees or agents in relation to the Secured Assets or otherwise (except in the case of gross negligence or wilful default upon the part of the Security Agent only). The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by law on mortgagees and receivers.

10.2 Exoneration

10.2.1 Neither the Security Agent nor any Receiver will have any duty (a) to perform any Chargor's obligations or exercise any rights in relation to any Secured Asset, (b) to ensure that any Related Rights are made available or to verify that the correct amount has been received in relation to any Related Right, (c) to take up any offer in relation to any Secured Assets, (d) to give any notification to anyone in relation to any Secured Asset or (e) to take any action to enforce any other person's obligations as regards any Secured Asset.

11. SAVING PROVISIONS

11.1 Continuing Security

11.1.1 Subject to Clause 12 (*Discharge of Security*), the Security constituted by this Deed is continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

11.2 Reinstatement

11.2.1 If any payment by the Chargor or any discharge given by the Security Agent (whether in respect of the obligations of any person or any Security for those obligations or

otherwise) is or is capable of being avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Chargor will continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Security Agent will be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

11.3 Waiver of defences

11.3.1 Neither the obligations of the Chargor under this Deed nor the Security constituted by this Deed will be affected by any act, omission or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or release or prejudice any of that Security (without limitation and whether or not known to the Chargor or the Security Agent) including;

- (a) any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement;
- (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, the Chargor or any 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 the Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or Security;
- (f) any unenforceability, illegality or invalidity of any Security or of any obligation of any person under any Finance Document or any other document; or
- (g) any insolvency or similar proceedings relating to the Chargor or any other person.

11.4 Immediate recourse

11.4.1 The Chargor waives any right it may have of first requiring the Security Agent to proceed against or enforce any other rights or Security or claim payment from any person before claiming from it under this Deed.

11.5 Non-competition

11.5.1 Until the occurrence of the Discharge Date (or otherwise with the consent of the Security Agent), the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- (a) to be indemnified by any Obligor;

- (b) to claim any contribution from any other provider of Security or any guarantor of the Secured Obligations;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Security Agent's rights under the Finance Documents or of any other guarantee, indemnity or Security taken pursuant to, or in connection with, the Secured Obligations by the Security Agent; and/or
- (d) to claim rank, prove or vote as a creditor of one or more of the other Obligors or its estate in competition with the Security Agent.

If the Chargor receives any benefit, payment or distribution contrary to the terms of this Clause, 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 Agent in connection with the Secured Obligations to be repaid in full) on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or to the Security Agent's nominee.

12. DISCHARGE OF SECURITY

- 12.1 Subject to Clause 11.2 (*Reinstatement*), if the Discharge Date has occurred, the Security Agent will at the request and cost of the Chargor release, reassign or discharge (as appropriate) the Secured Assets from the Security constituted by this Deed. Any such release, reassignment or discharge is made without any representation or warranty by the Security Agent.

13. PROTECTION OF PURCHASERS AND POWER OF ATTORNEY

13.1 Protection of purchasers

- 13.1.1 No purchaser or other person will be obliged or concerned to see or enquire whether the right of the Security Agent or a Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

13.2 Power of attorney

- 13.2.1 The Chargor by way of security irrevocably and severally appoints the Security Agent, each Receiver and each of their respective delegates and sub-delegates as its attorney (with full power of substitution and delegation) in its name and on its behalf and as the Chargor's act and deed to sign or execute all such deeds, instruments and documents and do all such acts and things as may be required by the Security Agent or any Receiver pursuant to this Deed or the exercise of any of their respective powers. The Chargor hereby ratifies whatever any attorney does or purports to do pursuant to its appointment under this Clause. The power of attorney granted pursuant to this clause shall only be exercisable following the occurrence of an Event of Default which is continuing or where the Chargor has failed to comply with any request of the Security Agent to comply with its obligations under this Deed in relation to the perfection, preservation or maintenance of the security created by this Deed.

14. PRESERVATION OF SECURITY

- 14.1 This Deed is in addition to any other rights or Security, now and in the future, held by the Security Agent from the Chargor or any other person for the Secured Obligations and will not merge with or prejudice or be prejudiced by any such rights or Security.

15. DELEGATION

- 15.1 The Security Agent or any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are exercisable by it under this Deed to any person or persons on such terms as it sees fit. Neither the Security Agent nor any Receiver will have any liability to the Chargor or any other person for any loss or liability arising from any act, default, omission or misconduct by the delegate.

16. NEW ACCOUNTS

- 16.1 If any subsequent charge or other interest affects any Secured Asset, the Security Agent may open a new account with the Chargor. If it does not open a new account, it will nonetheless be treated as if it had done so at the time it received (or was deemed to have received) notice of that charge or other interest. As from that time, all payments made to the Security Agent will be credited (or be treated as being credited) to the new account and will not operate to reduce any Secured Obligations.

17. PAYMENTS TO BE MADE WITHOUT DEDUCTION

- 17.1 All sums payable by the Chargor under this Deed shall be paid in pounds sterling in immediately available funds and shall be paid to the credit of such account as the Security Agent may designate. All such payments shall be made in full without set-off of any sum owing by the Security Agent to the Chargor or counterclaim and free and clear of any deductions of or withholding for or on account of any Tax or for any other reason, except to the extent that any such deduction or withholding is required by law.

18. CERTIFICATES

- 18.1 A certificate signed by an official of the Security Agent as to the amount at any time of the Secured Obligations and/or the value of the Secured Assets shall be conclusive evidence as against the Chargor of the relevant amount or value except in case of manifest error.

19. MISCELLANEOUS

19.1 Severability

- 19.1.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

19.2 Variations

- 19.2.1 No variation of the terms of this Deed shall be valid unless in writing signed by the Chargor and the Security Agent.

19.3 Joint and several liability

- 19.3.1 All obligations, covenants, representations and warranties on the part of two or more persons under this Deed are entered into, given or made by such persons jointly and severally.

19.4 Delay or omission by Security Agent

19.4.1 No failure to exercise, nor any delay in exercising, any of the Security Agent's rights or remedies under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of 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.

19.5 Third party rights

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

19.6 Perpetuity period

19.6.1 The trusts created by this Deed have a perpetuity period of 125 years.

19.7 Counterparts

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

19.8 Incomplete details

19.8.1 The fact that no or only incomplete details of any Secured Asset are listed in this Deed does not affect the enforceability of the Security constituted by this Deed.

19.9 Financial collateral

19.9.1 Until the occurrence of the Discharge Date, the Security Agent may refrain from applying or enforcing any other moneys, Security or rights held or received by the Security Agent in relation to the Secured Obligations or apply and enforce the same in accordance with the terms of the Facility Agreement.

19.9.2 To the extent that any of the Secured Assets constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Security Agent shall, upon the Security created by this Deed becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations without obtaining any court authorisation in accordance with the terms of the Facility Agreement. The value of any Secured Assets appropriated in accordance with this Clause shall be, in the case of cash, the amount of cash appropriated and, in the case of Shares, shall be the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, or as determined by such other method as the Security Agent may select. The Chargor agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Regulations.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing law

20.1.1 This Deed and any non-contractual obligation arising out of or in connection with it is governed by English law.

20.2 Jurisdiction of English courts

- 20.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a “**Dispute**”).
- 20.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 20.2.3 This Clause 20.2.3 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Deed.

SCHEDULE 1
PROPERTY

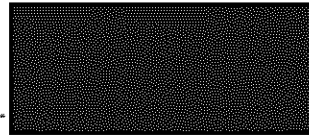
Chargor	Property (description)	Title number (if any)
Care UK Bromsgrove Limited	Land and buildings on the north side of Recreation Road, Bromsgrove	HW49533

EXECUTION PAGES

NOTICE TO CHARGOR: THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING. IF YOU SIGN AND THE SECURITY AGENT IS NOT PAID YOU MAY LOSE THE SECURED ASSETS.

CHARGOR

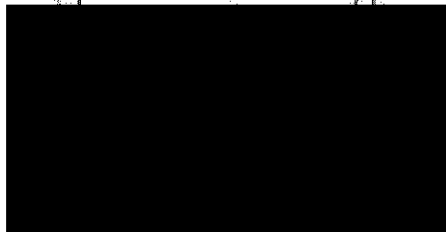
Executed as a deed by)
CARE UK BROMSGROVE LIMITED)
acting by a director in the presence of:) Director



Name of witness:

Ayesha Wijetunge

Signature of witness:



Address:

Occupation:

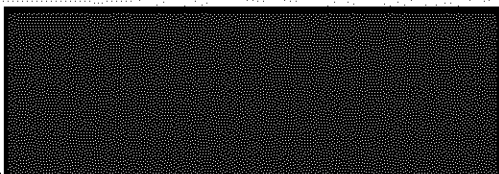
Trainee Solicitor

NOTICE DETAILS

Address: Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex,
CO4 9QB
Attention: Matt Rosenberg
Copy to: Bridgepoint Advisers Limited, 95 Wigmore Street, London W1U 1FB Attention:
Doug Porter

SECURITY AGENT

Executed as a deed by)
NATIONAL WESTMINSTER BANK PLC)
on being signed by its duly authorised attorney)


Duly Authorised Attorney

.....)
in the presence of:)

Signature of witness:

Name of witness:

WYRTW SH - PATHEMATTAW

Address:

Occupation:

BASEL

NOTICE DETAILS

Address: Agency Team
250 Bishopsgate
London
EC2M 4AA

Email: francis.carey@natwest.com/sergio.moreno@natwest.com

Attention: Francis Carey/Sergio Creese-Moreno