



Registration of a Charge

Company Name: **HAMBERLEY CARE (STEPNEY) LIMITED**

Company Number: **11926193**



Received for filing in Electronic Format on the: **05/04/2024**

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Details of Charge

Date of creation: **27/03/2024**

Charge code: **1192 6193 0002**

Persons entitled: **AEDIFICA UK LIMITED (AS SECURITY AGENT)**

Brief description: **THE PROPERTY KNOWN AS HAWTHORN GREEN NURSING HOME,
82 REDMANS ROAD, LONDON, E1 3AG REGISTERED AT THE LAND
REGISTRY WITH TITLE NUMBER AGL467340**

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: 11926193

Charge code: 1192 6193 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2024 and created by HAMBERLEY CARE (STEPNEY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2024 .

Given at Companies House, Cardiff on 9th April 2024

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**

DATED 27 March **2024**

(1) THE CHARGORS

(2) AEDIFICA UK LIMITED
(as Security Agent)

COMPOSITE DEBENTURE



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THIS DEBENTURE is made on 27 March 2024

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (*The Chargors*) (together with each company which becomes a party to this Deed by executing a Deed of Accession, each a "**Chargor**" and together the "**Chargors**"); and
- (2) **AEDIFICA UK LIMITED** (the "**Security Agent**") as agent and trustee for itself and each of the Secured Parties (as defined below)

THIS DEED WITNESSES as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Debenture:-

"Account" means any account opened or maintained by any Chargor at any bank or financial institution including, without limitation, a Blocked Account;

"Blocked Account" means any account set up by a Chargor the account details of which have been notified to the Security Agent in writing promptly following the account being set up or such other account as is agreed between a Chargor and the Security Agent from time to time to which the Security Agent is a signatory on the mandate;

"Business Day" any day (other than a Saturday, Sunday or public holiday) on which clearing banks in the City of London are open for the transaction of normal banking business;

"Charged Property" means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Debenture;

"Deed of Accession" means a deed substantially in the form of Schedule 5 (*Deed of Accession*) executed, or to be executed, by a person becoming a Chargor;

"Enforcement Action" means:-

- (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand;
- (b) the taking of any steps to enforce or require the enforcement of this Debenture (including the crystallisation of any floating charge);
- (c) the making of any demand against any Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities;
- (d) the exercise of any right of set-off against any Chargor

	in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with any Chargor's clearing bank;
	(e) the suing for, commencing or joining of any legal or arbitration proceedings against any Chargor to recover any Secured Liabilities; or
	(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to any Chargor;
"Enforcement Date"	means the date on which the Security Agent first takes Enforcement Action;
"Event of Default"	means: <ul style="list-style-type: none">(a) upon any demand being made by the Security Agent for payment or discharge of any of the Secured Liabilities by any Chargor when due and owing which has not been satisfied within 10 Business Days of such demand;(b) upon a Chargor's failure to comply with Clause 3 of this Debenture;(c) upon any request being made by a Chargor to the Security Agent for the appointment of a Receiver;(d) upon the occurrence of any event causing, or purporting to cause, the floating charge created by this Debenture to become fixed in relation to any Charged Property;(e) upon the passing of any resolution, or the presentation of a petition, for winding up of any Chargor or the making of an application for an administration order in relation to any Chargor or the taking of any steps in relation to the appointment of an administrator of any Chargor; or(f) upon the occurrence of a material breach of the tenant's obligations under the Lease entitling a Secured Party to forfeit the Lease;
"Fixed Plant and Equipment"	means all plant, machinery or equipment of each Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;
"Fixtures"	means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures;
"Guarantee and Security Trust Deed"	means a guarantee and security trust deed dated on or about the date of this Debenture and made between the Guarantor, the Security Agent and the Secured Parties;

"Guarantor"	means Bondcare (London) Holding Ltd (CRN: 10648844);
"Holding Company"	means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;
"Insurances"	means any policy of insurance or assurance in which any Chargor has an interest and all claims and rebates of premium under any such policy;
"Intellectual Property"	<p>means any of the following in which any Chargor has an interest:-</p> <ul style="list-style-type: none">(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above;(b) any invention, copyright, design right or performance right;(c) any trade secrets, know-how and confidential information; and(d) the benefit of any agreement or licence for the use of any such right;
"Land"	means any estate (including the Premises), right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland;
"Lease"	has the meaning given to that term in the Guarantee and Security Trust Deed;
"Loose Plant and Equipment"	means, in relation to any Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by any Chargor as a capital asset which is not Fixed Plant and Equipment;
"LPA"	means the Law of Property Act 1925;
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to each Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt;
"Notice of Charge"	means a notice of charge in such form as may be specified by the Security Agent including in relation to the Blocked Account in the form set out in Schedule 3;

"Premises"	has the meaning ascribed to in a Lease;
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property;
"Related Rights"	<p>means in relation to any Charged Property:</p> <ul style="list-style-type: none">(a) the proceeds of sale of any part of that Charged Property;(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property;(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and(d) any moneys and proceeds paid or payable in respect of that Charged Property;
"Secured Documents"	<p>means:-</p> <ul style="list-style-type: none">(a) a Lease;(b) any document expressly stated to be supplemental and ancillary to a Lease; and(c) any document designated as a Secured Document by the Security Agent and a Chargor;
"Secured Liabilities"	means all present and future liabilities and obligations of any Chargor to the Secured Parties (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Secured Party was the original creditor in respect thereof) howsoever arising including (without limitation) interest, commission, costs, charges and expenses charged by a Secured Party at rates agreed between it and a Chargor from time to time;
"Secured Parties"	means a "Landlord" as defined in the Guarantee and Security Trust Deed, as the case may be or as the context requires (together the "Secured Parties");
"Securities"	<p>means all the right, title and interest of any Chargor, now or in the future, in any:-</p> <ul style="list-style-type: none">(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person;(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and(c) units or other interests in any unit trust or collective investment scheme;

"Security"	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
"Subsidiary"	means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, unless the context requires otherwise, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;
"Supplemental Legal Mortgage"	means a document substantially in the form set out in Schedule 4 (<i>Form of Supplemental Legal Mortgage</i>); and
"UK Financial Collateral Regulations"	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I.2003/3226) as incorporated into English law under the European Union (Withdrawal) Act 2018 (as amended).

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Debenture, all words and expressions defined or whose interpretation is provided for in the Secured Documents shall have the same meanings in this Debenture.

1.3 Interpretation

In this Debenture, unless the context otherwise requires:-

- 1.3.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.3.2 the term **"assets"** includes all property, rights and revenues whatsoever, and wheresoever, present and future;
- 1.3.3 references to a **"guarantee"** include an indemnity or any other form of surety;
- 1.3.4 all references to documents include all variations and replacements of such documents and supplements to such documents;
- 1.3.5 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title;
- 1.3.6 references to persons include bodies corporate, unincorporated associations and partnerships;
- 1.3.7 words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word **"company"** includes any body corporate; and
- 1.3.8 the liabilities of the Chargors under this Debenture are joint and several.

1.4 Statutes and headings

In this Debenture:-

- 1.4.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.4.2 headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

1.5 Clauses and Schedules

In this Debenture references to "**Clauses**" are to the clauses or sub-clauses of this Debenture and references to the "**Schedule**" are to the schedule to this Debenture. The Schedule shall be treated as an integral part of this Debenture and references to this Debenture shall include the Schedule.

1.1 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Debenture for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Debenture.

1.2 Effect as a deed

This Deed shall take effect as a deed even if it is executed under hand on behalf of the Security Agent.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Documents and of any side letters between any parties in relation to any Secured Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

1.5.1 Subject to Clause 1.9.3 below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.5.2 Notwithstanding any term of any Secured Document, consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.5.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph 1.9.2 above and the provisions of the Third Parties Act.

1.5 Continuing Event of Default

An Event of Default is continuing if it has not been waived.

1.6 Nominees

If the Security Agent causes or requires Shares or any other asset to be registered in the name of its nominee, any reference in this Deed to the Security Agent shall, if the context permits or requires, be construed as a reference to the Security Agent and its nominee.

2. COVENANT TO PAY

2.1 Each Chargor covenants that it will on demand of the Security Agent pay and discharge any or all of the Secured Liabilities when due.

2.2 Each Chargor covenants to pay interest to the Security Agent upon any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after any judgment) at two per cent above the rate applicable to that sum immediately before demand.

3. CHARGES

3.1 Mortgages and Fixed Charges

As a continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets:-

- 3.1.1 by way of first legal mortgage all Land which is described in Schedule 1 (if any) and all other Land now vested in the Chargor;
- 3.1.2 by way of first fixed charge all other Land now vested in any Chargor (to the extent not effectively charged by Clause 3.1.1) and all Land acquired by any Chargor after the date of this Debenture;
- 3.1.3 by way of first fixed charge:-
 - (a) the Securities;
 - (b) the Intellectual Property;
 - (c) the Monetary Claims;
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment;
 - (f) the Accounts;
 - (g) the Insurances;
 - (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment; and
 - (i) its present and future goodwill and uncalled capital.

3.2 Floating Charge

As continuing security for payment of the Secured Liabilities, each Chargor with full title guarantee charges by way of first floating charge the whole of its undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by this Debenture, including, without limitation, any heritable property of a Chargor situated in Scotland.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall:-

- 3.3.1 hold it on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities; and
- 3.3.2 take such steps as the Security Agent may require to remove the impediment to assignment or charging it.

3.4 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by this Debenture.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

4.1.1 The Security Agent may at any time by notice in writing to any Chargor convert the floating charge created by Clause 3.2 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if:-

- (a) the Enforcement Date has occurred;
- (b) the Security Agent reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
- (c) the Security Agent reasonably considers that it is necessary in order to protect the priority of the Security created by or pursuant to this Debenture.

1.6.2 If no specific assets subject to the floating charge in Clause 4.2 (*Floating charge*) are identified in the notice referred to in Clause 5.1.1 then the crystallisation shall take effect over all of the assets subject to the floating charge in Clause 4.2 (*Floating charge*).

4.2 Crystallisation: Automatic

The floating charge created by Clause 3.2 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to the floating charge if:-

- 4.2.1 a Chargor creates or attempts to create any Security (other than as permitted pursuant to the terms of the Secured Documents) over any of the Charged Property; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
- 4.2.3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of a Chargor, over all or any part of its assets, or if such person is appointed.

4.3 Crystallisation: Moratorium where directors propose voluntary arrangement

The floating charge created by Clause 3.2 (*Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.3.1 the obtaining of a moratorium; or
- 4.3.2 anything done with a view to obtaining a moratorium

under Schedule A1 to the Insolvency Act 1986.

4.4 Assets acquired post-crystallisation

Any assets acquired by a Chargor after crystallisation of the floating charge has occurred (and that are not effectively charged by way of legal mortgage or fixed charge, or assigned under clause 3 (*Charges*)) shall become subject to the floating charge created by Clause 4.2 (*Floating charge*) so

that the crystallisation shall be effective as if such assets were owned by the relevant Chargor at the date of crystallisation.

4.5 **Partial crystallisation**

The giving of a notice by the Security Agent pursuant to Clause 5.1 (*Crystallisation: By Notice*) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the Secured Parties.

5. **PERFECTION OF SECURITY**

5.1 **Notices of Charge**

The Chargors shall, on or at any time after the Enforcement Date, deliver to the Security Agent (or procure delivery of) Notices of Charge duly executed by, or on behalf of, the relevant Chargor in respect of the Insurances, each Account, and any other asset which is the subject of a charge pursuant to Clause 3.1.3, and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Charge is addressed.

5.2 **Delivery of Documents of Title**

The Chargors shall upon the execution of this Debenture or any Deed of Accession (or, if later, upon receipt or entitlement thereof), deposit with the Security Agent and the Security Agent during the continuance of this security shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and the Insurances. In the case of the Securities, the Chargors shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by the relevant Chargor) as the Security Agent may request.

5.3 **Application to the Land Registry**

Each Chargor and the Security Agent shall apply to the Land Registry for the following to be entered into on the register of the title to any Land now or in the future owned by a Chargor:-

5.3.1 a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert date of charge]* in favour of [] referred to in the charges register, or if appropriate, signed on such proprietor's behalf by an authorised signatory of [] (Form P)".

5.3.2 a notice that the Secured Party is under an obligation to make further advances on the terms and subject to the conditions of the Secured Documents and the security created by the charge dated *[insert date]* in favour of [] has been created for the purpose of securing such further advances.

6. **FURTHER ASSURANCE**

6.1 **General**

1.6.3 Each Chargor shall, at its own expense, at any time when required by the Security Agent, execute and deliver to the Security Agent:-

- (a) a valid legal mortgage of any Land now or in the future owned by any Chargor;
- (b) a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to any Chargor;

- (c) a legal assignment or other fixed Security over all or any of the Charged Property;
- (d) where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Security Agent may require; and
- (e) a notice to any third party of any of the charges or assignments created by or pursuant to this Debenture;

in each case, in the Security Agent's standard form or such other form as the Security Agent may require.

1.6.4 Each Chargor shall execute and deliver to the Security Agent a Supplemental Legal Mortgage in respect of any Land acquired by it after the date of this Debenture within five Business Days of its acquisition.

1.6.5 Each Chargor shall execute and deliver to the Security Agent a Supplemental Legal Mortgage in respect of any Land acquired by it after the date of the Deed of Accession to which it is a party within five Business Days of its acquisition.

6.2 Other acts

Without prejudice to Clause 6.1 (*General*), each Chargor shall, at its own expense, at any time when required by the Security Agent, do and concur in all acts or things as the Security Agent may deem reasonably necessary for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by this Debenture over all or any of its Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers or discretions intended to be vested in the Security Agent or any Receiver by this Debenture.

7. RESTRICTIONS ON DEALING

7.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Debenture, create or permit to subsist any Security over all or any part of its Charged Property, except with the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed) or as expressly permitted under the terms of the Secured Documents.

7.2 Disposals

Each Chargor undertakes that they shall not (and shall not agree to) at any time during the subsistence of this Debenture, except (i) in the ordinary course of business, any asset that is only subject to an uncrystallised floating charge or (ii) as expressly permitted under the terms of the Secured Documents, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of its Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until:-

7.2.1 the floating charge created by Clause 3.2 (*Floating Charge*) is converted into a fixed charge; or

7.2.2 the occurrence of the Enforcement Date,

each Chargor may hold, enjoy and deal with, in accordance with the Secured Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage.

8. SECURITIES

8.1 Securities: After Enforcement Date

After the occurrence of the Enforcement Date, the Security Agent may at its discretion (in the name of a Chargor or otherwise and without any further consent or authority from the relevant Chargor):-

- 8.1.1 exercise (or refrain from exercising) any voting rights in respect of the Securities;
- 8.1.2 apply all dividends, interest and other monies arising from the Securities in accordance with Clause 14 (*Application of Moneys*);
- 8.1.3 transfer the Securities into the name of such nominee(s) of the Security Agent as it shall require; and
- 8.1.4 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities,

in each case, in such manner and on such terms as the Security Agent may think fit, and the proceeds of any such action shall form part of the Charged Property.

8.2 Securities: Payment of Calls

The Chargors shall pay when due all calls or other payments which may be or become due in respect of any of the Securities which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate notified to the Chargor by the Secured Party.

8.3 Securities: Exercise of Rights

The Chargors shall not exercise any of its respective rights and powers in relation to any of the Securities in any manner which, in the reasonable opinion of the Security Agent, would prejudice the effectiveness of, or the ability of the Security Agent to realise, the Security created by or pursuant to this Debenture.

9. MONETARY CLAIMS

9.1 No dealing with Monetary Claims

The Chargors shall not at any time during the subsistence of this Debenture, without the prior written consent of the Security Agent or as permitted pursuant to the terms of the Secured Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing.

9.2 Proceeds of Monetary Claims

The Chargors shall get in and realise the Monetary Claims in the ordinary course of business and pay the proceeds of those Monetary Claims into an Account.

10. ACCOUNTS

10.1 Accounts : Notification and Variation

Each Chargor, during the subsistence of this Debenture:-

- 10.1.1 shall promptly deliver to the Security Agent on the date of this Debenture or the date of any Deed of Accession, if applicable (and, if any change occurs after the date of this

Debenture or Deed of Accession, on that date), details of each Account maintained by it with any bank or financial institution; and

- 10.1.2 shall not, without the Security Agent's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any account unless such account closure is notified in advance to the Security Agent.

10.2 Blocked Account

- 10.2.1 The Chargors shall ensure that the Security Agent is at all times a signatory on any Blocked Account, to the extent that withdrawals may not be made without the consent of the Security Agent.
- 10.2.2 The Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Blocked Account except with the prior consent of the Security Agent **PROVIDED ALWAYS** that the Security Agent will promptly provide such consent where Clause 3.3 applies.
- 10.2.3 The Security Agent shall, upon this Debenture becoming enforceable, be entitled without notice to exercise from time to time all rights, powers and remedies held by it as chargee of any Blocked Account and to:-
- (a) demand and receive all and any monies due under or arising out of any Blocked Account; and
 - (b) exercise all such rights as the Chargors were then entitled to exercise in relation to any Blocked Account or might, but for the terms of this Debenture, exercise.

11. DEMAND AND ENFORCEMENT

11.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

- 1.6.6 the occurrence of an Event of Default which is continuing; or
- 1.6.7 any request being made by a Chargor to the Security Agent for the appointment of a Receiver or an administrator, or for the Security Agent to exercise any other power or right available to it.

11.2 Demand for payment

Any demand for payment, and any other notice to be given by the Security Agent under this Debenture, shall be in writing and may be signed by any authorised signatory on behalf of the Security Agent, and may be made or given to the Chargors at any place of business of the Chargors, or the registered office of the Chargors:-

- 11.2.1 by delivering it to any such place; or
- 11.2.2 by sending it by first class post to any such place (in which case it shall be deemed received at 10.00 am on the next Business Day after posting, and proof of posting shall be proof of delivery).

11.3 Powers on enforcement

At any time after this Debenture has become enforceable, the Security Agent may (without prejudice to any other rights and remedies and without notice to the Chargors) do all or any of the following:-

- 11.3.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Debenture, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 11.3.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA;
- 11.3.3 to the extent that any Charged Property constitutes "Financial Collateral" and this Deed constitutes a "security financial collateral arrangement" each as defined in the UK Financial Collateral Regulations, appropriate all or any part of the Charged Property in or towards satisfaction of the Secured Liability (including transferring the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of UK Financial Collateral Regulation 18), the value of the property so appropriated being the amount standing to the credit of the relevant Account (where the property is the benefit of an Account) or, in any other case, such amount as the Security Agent shall determine in a commercially reasonable manner;
- 11.3.4 subject to clause 13.1 (*Appointment*), appoint one or more persons to be a Receiver of Receivers of all or any of the Charged Property; and
- 11.3.5 appoint an administrator of any Chargor.

12. RECEIVERS

12.1 Appointment

At any time after this Debenture has become enforceable in respect of and against any Chargor, the Security Agent may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargors charged under this Debenture or an administrator of any Chargor. An appointment over part only of such Charged Property shall not preclude the Security Agent from making any subsequent appointment over any other part of such Charged Property.

12.2 Appointment in writing

The appointment of a Receiver shall be in writing, and may be signed by any authorised signatory on behalf of the Security Agent. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

12.3 Remuneration

The Security Agent may from time to time determine

the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

12.4 Powers

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation from which time he shall act as principal and shall not become the agent of the Security Agent, and the Receiver shall have and be entitled to exercise in relation to the Charged Property all the powers:-

- 12.4.1 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;

- 12.4.2 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 12.4.3 and rights that an absolute owner would have in relation to any Charged Property; and
- 12.4.4 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

13. **POWER OF ATTORNEY**

13.1 **Appointment**

Each Chargor hereby irrevocably and by way of security appoints;

- 13.1.1 the Security Agent (whether or not a Receiver has been appointed);
- 13.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of the Security Agent; and
- 13.1.3 (as a separate appointment) each Receiver,

severally as the attorney and attorneys of such Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of such Chargor, which such Chargor is required to do or execute under any provision of this Debenture and which such Chargor has failed to do or execute in accordance with the terms of this Debenture, or which the Security Agent in its sole opinion may consider necessary for perfecting the Security Agent's title to any of the Charged Property of such Chargor or enabling the Secured Party or the Receiver to exercise any of its or his rights or powers under this Debenture.

13.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 13.1 (*Appointment*) shall do or purport to do in the proper exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 13.1 (*Appointment*).

14. **APPLICATION OF MONEYS**

14.1 **Application of moneys**

All sums received by virtue of this Debenture by the Security Agent or the Receiver shall, subject to the payment of any claim having priority to this Debenture, be paid or applied in the following order of priority:-

- 14.1.1 **first**, in or towards satisfaction of all proper costs, charges and expenses incurred and payments made by the Security Agent as agent for the Secured Parties, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver;
- 14.1.2 **secondly**, in or towards payment of the Secured Liabilities in such order as the Secured Parties may in their discretion and direction to the Security Agent require; and
- 14.1.3 **thirdly**, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(8) of the LPA shall not apply.

15. PROTECTION OF THIRD PARTIES

15.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Security Agent, as varied and extended by this Debenture, and all other powers of the Security Agent, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Debenture.

15.2 Purchasers

No purchaser from or other person dealing with the Security Agent, any person to whom it has delegated any of its powers, or the Receiver shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, or whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

15.3 Receipts

The receipt of the Security Agent or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other person dealing with the Security Agent.

16. PROTECTION OF THE SECURED PARTIES AND ANY RECEIVER

16.1 No liability

No Secured Party and any Receiver shall not be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise any of their respective powers under this Debenture.

16.2 Not mortgagee in possession

Without prejudice to any other provision of this Debenture, entry into possession of any Charged Property shall not render a Secured Party or the Receiver liable:

16.2.1 to account as mortgagee in possession;

16.2.2 for any loss on realisation; or

16.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever such Secured Party or the Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to go out of such possession.

16.3 Indemnity

Each Chargor shall indemnify and keep indemnified each other Secured Party, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Charged Property.

16.4 Currency protection

If any amount due to be paid to a Secured Party is, for any reason, paid in a currency (the "currency of payment") other than the currency in which it was expressed to be payable (the "contractual currency"), that Secured Party may wherever it thinks fit apply the amount of the currency of payment received by it in the purchase, in accordance with its normal practice, of the

contractual currency, and if this results in any shortfall below the amount due in the contractual currency, after deducting all taxes, costs and commissions payable in connection with that purchase, the relevant Chargor shall indemnify the Secured Party against the amount of the shortfall.

16.5 Continuing protection

The provisions of this Clause 16 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

17. PROVISIONS RELATING TO THE SECURITY AGENT

17.1 Powers and discretions

The rights, powers and discretions given to the Security Agent in this Debenture:-

17.1.1 may be exercised as often as, and in such manner as, the Security Agent thinks fit;

17.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

17.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

17.2 Certificates

A certificate by an authorised officer of the Security Agent as to any sums payable to the Secured Parties under this Debenture shall (save in the case of manifest error) be conclusive and binding upon the Chargors for all purposes.

17.3 Assignment

The Security Agent may assign this Debenture to any successor in title to any of the Secured Liabilities or to a replacement Security Agent and each Secured Party may assign its interest in this Debenture in whole or in part to any successor in title to any of the Secured Liabilities and the Security Agent and any Secured Party may disclose any information in its possession relating to any Chargor, its affairs or the Secured Liabilities to any actual or prospective assignee.

17.4 Delegation

The Security Agent may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the rights, powers and discretions which are for the time being exercisable by it under this Debenture.

18. PRESERVATION OF SECURITY

18.1 Continuing Security

This Debenture shall be a continuing security to the Security Agent and shall remain in force until expressly discharged in writing by the Security Agent notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

18.2 No Merger

This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent may at any time hold for any other Secured Liabilities.

18.3 Waiver of Defences

Neither the Security created by this Debenture nor the obligations of a Chargor under this Debenture will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Secured Party) including:-

- 18.3.1 any time, waiver or consent granted to, or composition with, any Chargor or other person;
- 18.3.2 the release of any Chargor or any other person under the terms of any composition or arrangement with any person;
- 18.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Chargor 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;
- 18.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- 18.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Secured Document, guarantee or any other document or Security;
- 18.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Secured Document, guarantee or any other document; or
- 18.3.7 an insolvency, liquidation, administration or similar procedure.

18.4 Order of Recourse

This Debenture may be enforced against any Chargor without the Security Agent first having recourse to any other right, remedy, guarantee or Security held by or available to any of them.

18.5 Suspense Accounts

The Security Agent may, without prejudice to any other rights it may have, at any time and from time to time place (and keep for such time as it may think prudent) any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of a Chargor or, at the sole discretion of the Security Agent if any event described in Clause 11.1 has occurred and is continuing, of the Security Agent as the Security Agent shall think fit without any intermediate obligation on the Security Agent's part to apply the same or any part of it in or towards the discharge of the Secured Liabilities.

18.6 New Accounts

If the Security Agent or any other Secured Party receives notice of any subsequent charge or other security interest affecting any of the Charged Property, the Security Agent and any other relevant Secured Party or Secured Parties shall be entitled to close such Chargor's then current account or accounts and to open a new account or accounts for such Chargor. If the Security Agent or any other Secured Party does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made for the credit of such Chargor shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from such Chargor to the Security Agent or that Secured Party at the time when it received such notice.

18.7 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Secured Parties that the Secured Parties shall make further advances to the Chargors on the terms and subject to the conditions of the Secured Documents.

18.8 Reinstatement

If any payment by a Chargor or discharge given by the Security Agent (whether in respect of the obligations of any Chargor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:-

18.8.1 the liability of the relevant Chargor and the Security created by this Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

18.8.2 the Security Agent shall be entitled to recover the value or amount of that Security or payment from the relevant Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

19. RELEASE

19.1 Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Security Agent shall, or shall procure that its appointees will, at the request and cost of the Chargors:-

19.1.1 release the Charged Property from this Debenture; and

19.1.2 re-assign the Charged Property that has been assigned to the Security Agent under this Debenture.

19.2 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Debenture.

20. MISCELLANEOUS PROVISIONS

20.1 Blocked Account

The Security Agent will use reasonable endeavours to promptly provide all information, documentation and assistance requested by a Chargor to enable it to set up a Blocked Account.

20.2 Severability

If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

20.2.1 the validity or enforceability of any other provision, in any jurisdiction; or

20.2.2 the validity or enforceability of that particular provision, in any other jurisdiction.

20.3 Costs, charges and expenses

All costs, charges and expenses incurred or paid by the Security Agent, a Secured Party or by the Receiver in the exercise of any power or right given by this Debenture or in relation to any consent requested by a Chargor, or in perfecting or otherwise in connection with this Debenture, the other Secured Documents or the Charged Property, all sums recoverable under Clause 16 (*Protection of the Secured Parties and any Receiver*) and all costs of the Security Agent and each Secured Party (on an indemnity basis) of all proceedings for the enforcement of this Debenture or for obtaining payment of moneys by this Debenture secured, shall be recoverable from any Chargor as debts and shall bear interest from demand until payment at the rate of two per cent.

20.4 Contracts (Rights of Third Parties) Act 1999

Each Secured Party, any Receiver and their respective officers, employees and agents may enforce any term of this Debenture which purports to confer a benefit on that person, but no other person who is not a party to this Debenture has any right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Debenture.

20.5 Counterparts

This Debenture 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 Debenture.

20.6 Deeds of Accession

20.6.1 Each of the Chargors shall procure that each company which is required by the Secured Documents to accede to this Deed shall, within the timeframe allotted by the Secured Documents, execute and deliver a Deed of Accession.

20.6.2 Each of the Parties agrees that:

- (a) each Deed of Accession shall be supplemental to this Debenture and be binding on and enure to the benefit of all the parties to this Debenture;
- (b) the execution of any Deed of Accession will not prejudice or affect the Security granted by each other Chargor under (and the covenants given by each of them in) this Debenture or any previous Deed of Accession and that this Debenture shall remain in full force and effect as supplemented by any such Deed of Accession; and
- (c) the property and assets mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to any Deed of Accession shall form part of the Charged Property and references in this Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to any Deed of Accession.

21. NOTICES

21.1 Communications in Writing

Each communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, shall be made letter.

21.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) for any communication or document to be made or delivered under or in connection with this Debenture is:

21.2.1 in the case of each Chargor, that identified with its name below; or

21.2.2 in the case of the Security Agent, that identified with its name below,

or any substitute address, fax number, or department or officer as the relevant Chargor may notify to the Security Agent (or the Security Agent may notify to the Chargors, if a change is made by the Security Agent) by not less than five Business Days' notice.

21.3 Delivery

- 21.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address, and, if a particular department or officer is specified as part of its address details provided under clause 21.2 (*Addresses*) of this Debenture if addressed to that department or officer.
- 21.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

21.4 English language

- 21.4.1 Any notice given under or in connection with this Debenture must be in English.
- 21.4.2 All other documents provided under or in connection with this Debenture must be:
- (a) in English; or
 - (b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

22. GOVERNING LAW

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

23. GOOD FAITH

Each party shall at all times act diligently and in good faith in its dealings with the other and in relation to this Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargors and executed by the Security Agent on the date set out at the beginning of this Debenture.

SCHEDULE 1
THE CHARGORS

Company name	No	Address for service
Hamberley Care (Stepney) Limited	11926193	One Vine Street, London, United Kingdom, W1J 0AH
Bondcare (London) Ltd	10649160	1st Floor Cloister House Riverside, New Bailey Street, Manchester, England, M3 5FS
Bondcare (Regions) Limited	13298305	1st Floor Cloister House Riverside, New Bailey Street, Manchester, United Kingdom, M3 5FS

SCHEDULE 2
DETAILS OF LAND
REGISTERED LAND

Chargor	Property	Title Number
Bondcare (Regions) Limited	Land known as Bentley Court Care Home, 29 Nordley Road, Wednesfield, Wolverhampton WV11 1PX	WM974999
Bondcare (London) Ltd	The property known as Alexander Court Centre, 320 Rainham Road South, Dagenham, RM10 7UU	TGL358313
Bondcare (London) Ltd	The property known as Clarendon Nursing Home, 7a Zion Place, Thornton Heath, CR7 8RR	SGL728441
Bondcare (London) Ltd	The property known as Springfield Care Centre, Springfield Drive, Ilford IG2 6PS	BGL87587
Bondcare (London) Ltd	The property known as Beech Court Care Centre, South Street, Romford, RM1 2AJ	BGL87582
Bondcare (London) Ltd	The property known as The Fountains Care Centre, 12 Theydon Gardens, Rainham RM13 7TU	BGL87584
Bondcare (London) Ltd	The property known as Ashwood Care Centre, 1a Derwent Drive, Hayes UB4 8DR	AGL249105
Bondcare (London) Ltd	The property known as Brook House Care Centre, 20 Meadowford Close, Thamesmead SE28 8GA	TGL358307
Bondcare (London) Ltd	The property known as Coniston Lodge, Hounslow Road, Feltham, TW14 9DD	AGL249097
Bondcare (London) Ltd	The property known as Derwent Lodge Care Centre, Fern Grove, Feltham, TW14 9AY	AGL249102
Bondcare (London) Ltd	The property known as Chatsworth Grange Nursing Home, 2 Hollybank Road, Sheffield S12 2BX	SYK594392 / SYK656944
Bondcare (London) Ltd	The property known as Green Acres Nursing Home, Rigton Drive, Leeds LS9 7PY	YY281 / YY91876
Bondcare (London) Ltd	The property known as Griffin Care Centre, Moorland Gardens, Luton LU2 7QF	BD282182 / BD318251

Bondcare (London) Ltd	The property known as The Grange Care Centre, 2 Adrienne Avenue, Southall UB1 2QW	AGL500626
Bondcare (London) Ltd	The property known as 76 St Annes Road, Southampton SO19 9FF	HP752490
Bondcare (London) Ltd	The property known as Ashurst Park Nursing Home, Fordcombe Road, Fordcombe, Tunbridge Wells TN3 0RD	K808175
Bondcare (London) Ltd	The property known as Meadowbrook Nursing Home, Meadowbrook Court, Twmpath Lane, Gobowen, Oswestry SY10 7HD	SL127323
Bondcare (London) Ltd	The property known as Beechcare Nursing Home, Darenth Road South, Dartford DA2 7QT	K808170 / TT119523
Hamberley Care (Stepney) Limited	The property known as Hawthorn Green Nursing Home, 82 Redmans Road, London, E1 3AG	AGL467340

SCHEDULE 3

FORM OF NOTICE OF CHARGE OF BLOCKED ACCOUNT

To: [Account Bank]

Date: []

Dear Sirs,

We give you notice that we have charged to [] (the "**Security Agent**") all of our right, title and interest in and to account number [], account name [] (including any renewal or redesignation of the account) and all monies standing to the credit of that account from time to time (the "**Account**").

With effect from the date of your receipt of this notice:

- (1) any existing payment instructions affecting the Account are to be terminated and all payments and communications in respect of the Account should be made to the Security Agent or to its order (with a copy to the Company); and
- (2) all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Account belong to the Security Agent.

Please accept this notice by signing the enclosed acknowledgement and returning it to the Security Agent at [] marked for the attention of [].

Yours faithfully

for and on behalf of
Chargor

[on copy only]

To: **SECURITY AGENT**

Date: [REDACTED]

At the request of the Security Agent and **[THE CHARGOR]** we acknowledge receipt of the notice of assignment and charge, on the terms attached, in respect of the Account (as described in those terms). We confirm that:-

- (1) the balance standing to the Account at today's date is [REDACTED], no fees or periodic charges are payable in respect of the Account and there are no restrictions on (a) the payment of the credit balance on the Account or (b) the assignment of the Account to the Security Agent or any third party;
- (2) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and we will not, without the Security Agent's consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Account or (b) amend or vary any rights attaching to the Account; and
- (3) we will act only in accordance with the instructions given by persons authorised by the Security Agent and we shall send all statements and other notices given by us relating to the Account to the Security Agent.

For and on behalf of [REDACTED]

By: [REDACTED]

SCHEDULE 4

FORM OF SUPPLEMENTAL LEGAL MORTGAGE

THIS DEED is made on [REDACTED]

BETWEEN:-

- (1) [REDACTED] a company incorporated in England and Wales with registered number [REDACTED] whose registered office is at [REDACTED] (the "**Chargor**"); and
- (2) **[AEDIFICA UK LIMITED]** as agent and trustee for itself and each of the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Words and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

"**Debenture**" means a debenture dated [REDACTED] made between (among others) the Parties

"**Further Accounts**" means the accounts described in Schedule 2 of this Deed (*Further Accounts*)

"**Further Land**" means the Land referred to in Schedule 1 of this Deed (*Further Land*)

"**Parties**" means the parties to this Deed

1.2 Interpretation

The principles of interpretation set out in clause 1 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

1.3 Acknowledgement

The Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Secured Documents and of any side letters between any parties in relation to any Secured Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

The provisions of clause 20.4 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY

1.7 Charges

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets:-

1.7.1 by way of first legal mortgage all Further Land;

2.1.1 by way of first fixed charge the Further Accounts

3. DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

4. FURTHER ASSURANCE

1.8 Application to Land Registry

The Chargor consents to the registration against the registered title[s] specified in Schedule 1 (*Further Land*) of:-

1.8.1 a restriction in the form set out in clause 5.3.1 (*Application to Land Registry*); and

1.8.2 a notice as described in clause 5.3.2 (*Application to Land Registry*),

of the Debenture.

1.9 Further assurance and delivery of documents

Clauses 5.2 (*Delivery of Title Documents*) and 6 (*Further assurance*) of the Debenture apply to this Deed as if the references in those clauses to the Debenture were references to this Deed.

5. EFFECT ON DEBENTURE

The Debenture shall continue in full force and effect as supplemented by this Deed.

6. FURTHER PROVISIONS

The provisions of clauses 21 (*Notices*), 20.5 (*Counterparts*) and 22 (*Governing law*) of the Debenture apply to this Deed as they apply to the Debenture.

EXECUTED AND DELIVERED AS A DEED by the Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

**[SCHEDULE 1
FURTHER LAND]**

**[SCHEDULE 2
FURTHER ACCOUNTS]**

CHARGOR

EXECUTED as a Deed
by **[NAME OF COMPANY] [LIMITED] [PLC]**)
acting by two Directors or a Director and its)
Secretary:-)
)
)

Director

Director/Secretary

OR

EXECUTED as a Deed by **[NAME OF**)
COMPANY] [LIMITED] [PLC])
acting by **[NAME OF DIRECTOR]**, a)
Director, in the presence of:-)

Signature of witness: Director

Name of witness:

Address:

Occupation:

SECURITY AGENT

SIGNED for and on behalf of)
[AEDIFICA UK LIMITED])

SCHEDULE 5
DEED OF ACCESSION

THIS DEED is made on [REDACTED]

BETWEEN:-

- (1) [REDACTED] (the "**New Chargor**"), a company incorporated in England or Wales whose registered office is at [REDACTED]; and
- (2) [REDACTED] as the Security Agent.

INTRODUCTION

- (A) This Deed is supplemental to a deed dated [REDACTED] (as supplemented and amended from time to time, the "**Debenture**") between, among others, each of the companies named in the Debenture as Chargors, and [REDACTED] as agent and trustee for the Secured Parties.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor.

7. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 7.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*); and
- 7.2 the Accounts charged by way of fixed charge shall include those referred to in Schedule 6 (*Accounts*).

8. EFFECT ON DEBENTURE

- 8.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 8.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

- 8.3 Save as specifically varied in respect of the New Chargor only, the Debenture shall continue in full force and effect and this Deed will in no way prejudice or affect the obligations of the Chargors under, or the covenants they have given, or the Security created by, the Debenture.

9. **GOVERNING LAW**

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

[SCHEDULE 1
LAND]

[SCHEDULE 2
ACCOUNTS]

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

EXECUTED as a Deed)
by [NAME OF COMPANY] [LIMITED] [PLC])
acting by two Directors or a Director and its)
Secretary:-)
)

Director

Director/Secretary

Address: []

OR

EXECUTED as a Deed by [NAME OF)
COMPANY] [LIMITED] [PLC])
acting by [NAME OF DIRECTOR], a)
Director, in the presence of:-)
)

Signature of witness: Director

Name of witness:

Address:

Occupation:

Address: []

The Security Agent

SIGNED for and on behalf of)
AEDIFICA UK LIMITED)

EXECUTION PAGES

The Chargors

Executed as a Deed (but not delivered until the date of this Deed) by **HAMBERLEY CARE (STEPNEY) LIMITED** acting by

Leib Levison

Full Name (Director)

in the presence of:

Paul Nurick

Full Name (Witness)

.....
.....
.....

Address

.....
Signature of Director

Executed as a Deed (but not delivered until the date of this Deed) by **BONDCARE (LONDON) LTD** acting by

Arieh Leib Levison

Full Name (Director)

in the presence of:

Paul Nurick

Full Name (Witness)

.....
.....
.....

Address

.....
Signature of Director

Executed as a Deed (but not delivered until the date of this Deed) by **BONDCARE (REGIONS) LIMITED** acting by

Leib Levison

Full Name (Director)

in the presence of:

Paul Nurick

Full Name (Witness)

.....
.....
.....

Address

.....
Signature of Director

.....
Signature of Witness

The Security Agent

Executed as a Deed (but not delivered until the date of
this Deed) by **AEDIFICA UK LIMITED**
acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director)

.....
Signature of Director