



Registration of a Charge

Company Name: **OAKLAND PROPCO B LIMITED**

Company Number: **13397587**



Received for filing in Electronic Format on the: **11/08/2021**

XAAMSBS3

Details of Charge

Date of creation: **03/08/2021**

Charge code: **1339 7587 0001**

Persons entitled: **SUN YAMAHA I S.A R.L.**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE THE MORTGAGED PROPERTY (AS DEFINED IN THE INSTRUMENT), ALTHOUGH NO FURTHER DETAIL IS SPECIFIED IN THE INSTRUMENT. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.2 AND SCHEDULE 2 OF THE INSTRUMENT. THE COMPANY ALSO CHARGES BY WAY OF FIRST FIXED CHARGE THE INTELLECTUAL PROPERTY (AS DEFINED IN THE INSTRUMENT), ALTHOUGH NO FURTHER DETAIL IS SPECIFIED IN THE INSTRUMENT. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.4.**

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: **JAYNE BACKETT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13397587

Charge code: 1339 7587 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2021 and created by OAKLAND PROPCO B LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2021 .

Given at Companies House, Cardiff on 12th August 2021

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:03 August..... 2021

THE PERSONS LISTED IN SCHEDULE 9

as Original Chargors

SUN YAMAHA I S.A R.L.

as Security Agent

Security Agreement

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THIS DEED is made the 3rd day of August 2021

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 9 (each an "**Original Chargor**", and together the "**Original Chargors**"); and
- (2) **SUN YAMAHA I S.A R.L.** as security agent for each of the Secured Parties (the "**Security Agent**").

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement.
- (B) It is intended that this document take effect as a deed notwithstanding the fact that the Security Agent may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Facility Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed:

"Accounts" means each of the General Account, the Deposit Account, the Rent Account, the Retention Account and the Cure Account and includes any replacement of any Accounts, details of which are set out in Schedule 1 (*Accounts*);

"Assigned Contracts" means:

- (a) each Lease Document;
- (b) any agreement with, or any appointment of, the Asset Manager;
- (c) any agreement with, or any appointment of, the Managing Agent;
- (d) the Insurances;
- (e) any Subordinated Loan Agreement;
- (f) any SLA; and
- (g) any other agreement to which any Chargor is a party and which the Security Agent and that Chargor have designated as an Assigned Contract,

in each case including any guarantees or sureties entered into in respect of them;

"Chargors" means each Original Chargor and each party who grants Security over its assets in favour of the Security Agent by executing an Accession Deed in accordance with Clause 28 (*Additional Chargors*);

"Equipment" means any plant and machinery, fixtures, fittings, furniture, furnishings, equipment, vehicles and other chattels and all Related Rights;

"Facility Agreement" means the facility agreement dated on or about the date of this Deed and made between, amongst others, the Original Chargors as Obligors and the Security Agent;

"Insurances" means any contract or policy of insurance of any kind in which any Chargor has an interest from time to time and all rights related to any such policy;

"Intellectual Property" means any rights of each Chargor in respect of any patent, copyright, trademark, trade name, service mark, invention, design, knowhow, confidential information, domain names or any other kind of intellectual property whether registered or unregistered and any registration or application relating to any of the foregoing;

"Investments" means the existing or future interest of each Chargor in:

- (a) any securities or investments of any kind, including shares, stocks, debentures, bonds, units, depository receipts, notes, commercial paper, certificates of deposit or any form of loan or other capital of or in any legal entity whether held directly by or to the order of each Chargor or by any trustee, nominee, fiduciary, investment manager or depository or clearance system on its behalf (including, but not limited to, the Investments described in Schedule 3 (*Investments*); and
- (b) any warrant, option or other right to subscribe for, purchase or otherwise acquire any such security or investment,

in each case, including any Related Assets in respect of any such investments;

"LPA" means the Law of Property Act 1925;

"Mortgaged Property" means each of the properties listed in Schedule 2 (*Properties*) and, where the context so requires, includes the buildings on each Mortgaged Property;

"Party" means a party to this Deed;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets;

"Related Assets" means:

- (a) all dividends, interest and other moneys payable in respect of the Investments;
- (b) any right, money or property accruing or offered at any time in relation to the Investments by way of redemption, substitution, conversion, exchange, bonus or preference, under option rights or otherwise;
- (c) any right against any clearance system in relation to the Investments; or
- (d) any right under any custodian or other agreement in relation to the Investments;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;

- (d) all monies and proceeds paid or payable in respect of that asset;
- (e) in relation to a property, each and every part of that property, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and Equipment in which each Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property; and
- (f) in relation to a property, the benefit of any covenants or warranties in respect of that property or any moneys paid or payable in respect of those covenants or warranties,

including all rights against any trustee, nominee, fiduciary or clearing system;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document;

"Security Accession Deed" means a deed executed by a company within the Topco Group substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require;

"Security Assets" means all of the assets of each Chargor which from time to time are, or are expressed to be, subject to the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated;

"SLA" means any service level agreement in respect of various services provided by Oakland Central Limited to any Original Guarantor as agreed between the relevant parties;

"Subordinated Loans" means the aggregate of all and any loans made available or to be made available by any Chargor to any other Chargor from time to time (and whether pursuant to a Subordinated Loan Agreement or otherwise);

"Subordinated Loan Agreements" means any and all documents, agreements or instruments evidencing or recording the terms of the Subordinated Loans, including any guarantees or sureties entered into in respect of it; and

"Supplemental Security Agreement" means a supplemental security agreement to be entered into between any Chargor and the Security Agent, in form and substance satisfactory to the Security Agent.

1.2 **Construction**

- (a) The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Deed.
- (b) Each Chargor acknowledges the terms of the Finance Documents.
- (c) Any reference in this Deed to the **"Chargor"**, the **"Security Agent"**, a **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement.

1.3 **Disposition of Property**

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- (a) Unless expressly provided to the contrary in a Finance Document, 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.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-clause and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

1.5 **Related Rights**

A reference in this Deed to any Security Asset includes all Related Rights in respect of that Security Asset and a reference in this Deed to any mortgage, charge or assignment of any Security Asset shall include all Related Rights in respect of that Security Asset.

1.6 **Deed**

This Deed is to take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

1.7 **Benefit**

The provisions of this Deed are for the benefit of the Security Agent as agent and trustee of the Secured Parties. To the extent the Security Agent is an entity formed and operating under Luxembourg law, the Security Agent shall hold any benefit under this Deed on behalf of and for the account of the Secured Parties.

2. **Covenant to Pay**

The Chargors shall:

- (a) pay the Secured Liabilities when due in accordance with the terms of the Finance Documents; and
- (b) indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of any Chargor under the Finance Documents.

3. **Creation of Security**

3.1 **Security Generally**

All the Security created, or expressed to be created, under this Deed:

- (a) is created in favour of the Security Agent;
- (b) is created over the present and future assets of each Chargor;
- (c) is security for the payment of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

Each Chargor charges:

- (a) by way of a first legal mortgage all its estates or interests in the Mortgaged Property and any other freehold or leasehold property now owned by it; and
- (b) (to the extent that they are not the subject of a legal mortgage under paragraph (a) above) by way of first fixed charge all its estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives each Chargor a right to occupy or use that property.

3.3 **Contracts**

- (a) Each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its right, title and interests under each Assigned Contract (including, in relation to any Lease Document all Rental Income and any guarantee of Rental Income contained in or relating to such Lease Document).
- (b) Each Chargor charges by way of first fixed charge all of its rights under each Development Document to which it is party. Upon an Event of Default which is continuing and at the request of the Security Agent, each Chargor shall execute a legal assignment of any Development Document to the Security Agent (at which time such contract will be designated an Assigned Contract for the purposes of this Deed) and give notice of such assignment to the relevant counterparty immediately upon execution.
- (c) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (d) To the extent that they do not fall within any other part of this sub-clause or are not effectively assigned under paragraphs (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (e) If any Chargor assigns an agreement or document under this Deed (or charges it) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (i) the relevant Chargor must notify the Security Agent promptly on becoming aware of such breach;

- (ii) unless the Security Agent otherwise requires, the relevant Chargor shall use reasonable endeavours to obtain such consent as soon as reasonably practicable; and
 - (iii) the relevant Chargor must promptly supply to the Security Agent a copy of such consent obtained by it.
- (f) Notwithstanding anything to the contrary in this Deed:
 - (i) each Chargor shall remain liable under or in respect of, and to perform all its respective obligations under each Subordinated Loan Agreement;
 - (ii) no Secured Party shall be under any obligation or liability under or in respect of the Subordinated Loan Agreements or liable to make any payment under or in respect of the Subordinated Loan Agreements;
 - (iii) no Secured Party shall be obliged to enforce against any Chargor any term of the Subordinated Loan Agreements or to make any enquiries as to the nature and sufficiency of any payment received by it; and
 - (iv) if any Secured Party performs any obligation of any Chargor under any of the Subordinated Loan Agreements, that Chargor shall not be released from such obligation and that Secured Party shall have no obligation to perform any other obligation of that Chargor under the relevant Subordinated Loan Agreement.

3.4 **Intellectual Property**

Each Chargor charges by way of first fixed charge all the Intellectual Property.

3.5 **Accounts**

Each Chargor charges by way of a first fixed charge all of its right, title and interest in each Account and any amount standing to the credit of such Account and the debts represented by such Account.

3.6 **Investments**

Each Chargor charges by way of a first fixed charge all of its right, title and interest in the Investments and Related Assets.

3.7 **Book Debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraphs (a) to (c) above.

3.8 **Insurances**

- (a) Each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights in respect of the Insurances.
- (b) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under paragraphs (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights under each agreement or document in respect of the Insurances and to which it is a party.

3.9 **Equipment**

Each Chargor charges by way of a first fixed charge all the fixed and moveable Equipment, its interest in any Equipment in its possession and the benefit of all related Authorisations, agreements and warranties.

3.10 **Authorisations**

- (a) Each Chargor charges by way of first fixed charge the benefit of all Authorisations held now or in the future by it in relation to any Security Asset and/or the business of that Chargor.
- (b) To the extent that they do not fall within any other part of this Clause or are not effectively charged under paragraph (a) above, each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights and interests under each Authorisation in relation to any Security Asset and/or the business of that Chargor.
- (c) If any Chargor charges or assigns an Authorisation under this Deed and the charge or assignment breaches a term of that Authorisation because a third party's consent has not been obtained:
 - (i) the relevant Chargor must notify the Security Agent promptly on becoming aware of such breach;
 - (ii) unless the Security Agent otherwise requires, the relevant Chargor shall use reasonable endeavours to obtain the consent as soon as reasonably practicable; and
 - (iii) the relevant Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

3.11 **Goodwill**

Each Chargor charges by way of first fixed charge all of its goodwill.

3.12 **Uncalled Capital**

Each Chargor charges by way of first fixed charge all of its uncalled capital.

3.13 Causes of Action

Each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights in respect of all causes of action and other rights and remedies in which it has an interest, including, without limitation, any VAT recoveries.

3.14 Floating Charge

- (a) Each Chargor charges by way of first floating charge all of its property, undertaking and assets, both present and future, not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) The floating charge created by each Chargor pursuant to paragraph (a) above is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986 (the "**Insolvency Act**").
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Agent may appoint an administrator to each Chargor pursuant to that paragraph.
- (d) The Security Agent may convert the floating charge created by this Deed over all or any of the Security Assets into a fixed charge by written notice to any Chargor specifying the relevant Security Assets (either specifically or generally):
 - (i) while an Event of Default is continuing; and/or
 - (ii) if the Security Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (e) If:
 - (i) any Chargor takes any step to create any Security (other than any Security permitted by the Finance Documents) in breach of Clause 7.1 (*Security*) over any of the Security Assets not subject to a mortgage or fixed charge;
 - (ii) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of any Chargor; or
 - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets (except where such steps are frivolous or vexatious and are discharged, stayed or dismissed within 14 days of commencement); or
 - (iv) any other floating charge over any Security Asset is converted into a fixed charge,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.
- (f) No floating charge created by this Deed may be converted into a fixed charge on assets for which a moratorium is in force and for so long as such conversion would breach Schedule A1 of the Insolvency Act 1986.

3.15 Reconversion to a Floating Charge

Any floating charge which was crystallised under Clause 3.14 (*Floating charge*) may by notice in writing given at any time by the Security Agent to any Chargor be reconverted into a floating charge in relation to the assets specified in such notice.

4. Continuing Security

4.1 Continuing Security

The Security created, or expressed to be created, by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.2 Additional Security

The Security created, or expressed to be created, by this Deed:

- (a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Secured Party; and
- (b) may be enforced against each Chargor without having recourse to any other rights of any Secured Party.

4.3 Survival of Obligations

The payment obligations of the Transaction Obligors under the Finance Documents shall survive the enforcement of the whole or any part of the Security Assets.

5. Perfection

5.1 Land

In the case of the Mortgaged Property, each Chargor, shall promptly:

- (a) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by this Deed;
- (b) submit to the Land Registry the duly completed form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction on the register of title to that freehold or leasehold property;

"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 3 August 2021 in favour of Sun Yamaha I S.A R.L. referred to in the Charges Register or their conveyancer."

- (c) submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Security Assets; and
- (d) pay all appropriate registration fees.

5.2 Acquisitions

If any Chargor acquires any freehold or leasehold property in England and Wales after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by any Finance Party and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Security Agreement creating a legal mortgage over that property in favour of the Security Agent; and
- (c) if:
 - (i) the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of the Security created by this Deed and any Supplemental Security Agreement; and
 - (ii) as applicable, ensure that the Security created by this Deed and any Supplemental Security Agreement is correctly noted against that title in the title register at the Land Registry.

5.3 Operational Leases

If any Chargor enters into an Operational Lease after the date of this Deed, it must:

- (a) notify the Security Agent immediately; and
- (b) immediately and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Security Agreement creating a first legal mortgage over that Operational Lease in favour of the Security Agent;

5.4 Accounts

If any Chargor opens a new account after the date of this Deed, it must:

- (a) notify the Security Agent immediately; and
- (b) immediately on request by any Finance Party and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Security Agreement creating a first fixed charge over that account in favour of the Security Agent.

5.5 Notices of Charge or Assignment

- (a) Each Chargor shall serve a notice of charge or assignment:
 - (i) immediately on each bank or financial institution where an Account is held or to be held, and such notice to be in substantially the same form as the notice set out in Schedule 4 (*Notice to Account Bank*) to this Deed;
 - (ii) promptly, and in any event within one Business Day of the date of this Agreement, on each counterparty to an Assigned Contract other than a Lease Document, and such notice to be in substantially the same form as the notice set out in Schedule 5 (*Notice to Counterparty to Assigned Contract*) to this Deed;

- (iii) promptly, and in any event within one Business Day of the date of this Agreement, on each of its insurers, and such notice to be in substantially the same form as the notice set out in Schedule 6 (*Notice to Insurers*) to this Deed; and
 - (iv) promptly, except for any Residents Contract, and in any event within one Business Day of the date of this Agreement, on any tenant under any Lease Document relating to a Mortgaged Property, and such notice to be in substantially the same form as the notice in Schedule 7 (*Notice to Tenants*) to this Deed.
- (b) Each Chargor shall, promptly and in any event within 5 Business Days upon:
 - (i) the opening of any account after the date of this Deed, give notice to each bank or financial institution where that account is held or to be held in substantially the same form as set out in Schedule 4 (*Notice to Account Bank*) of this Deed; and
 - (ii) effecting any insurance policy after the date of this Deed, give notice to each of its insurers in substantially the same form as set out in Schedule 6 (*Notice to Insurers*) of this Deed; and
 - (iii) entering into any Assigned Contract (other than a Lease Document) after the date of this Deed, give notice to each counterparty in substantially the same form as set out in Schedule 5 (*Notice to Counterparty to Assigned Contract*) of this Deed.
 - (iv) entering into any Lease Document, (except for any Residents Contract), after the date of this Deed, give notice to each counterparty in substantially the same form as set out in Schedule 7 (*Notice to Tenants*) of this Deed
- (c) Each Chargor shall:
 - (i) ensure that, within five Business Days' of this Deed, each person on whom notice is served under paragraph (a)(i) above countersigns and returns the notice and acknowledgment to the Security Agent; and
 - (ii) use reasonable endeavours to ensure that each person on whom notice is served under paragraphs (a)(ii), a(iii) and (a)(iv) above countersigns and returns the notice to the Security Agent.

5.6 Subordinated Loan Agreements

(a) Notices of Assignment

Pursuant to this Clause 5.6, each Chargor notifies each other Chargor that, pursuant to this Deed, each Chargor has assigned all of its benefits, rights, titles, claims and interests in and to each Subordinated Loan Agreement.

(b) Chargor confirmations

Each Chargor enters into this Deed to, *inter alia*:

- (i) acknowledge to the Security Agent and each other Chargor that it has notice of the assignment referred to in Clause (a) (*Notices of Assignment*) above;

- (ii) confirm to the Security Agent that that Chargor has not claimed or exercised, has no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by any other Chargor in respect of the Subordinated Loans, except in accordance with the Subordination Agreement; and
- (iii) acknowledge that no Secured Party shall be under any obligation in relation to any Subordinated Loan Agreement as a consequence of this Deed and that Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Subordinated Loan Agreements.

6. Further Assurance

- (a) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent or a Receiver may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets (including, without limitation, a Supplemental Security Agreement) which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law;
 - (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of each Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Deed; and/or
 - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or expressed to be created by this Deed.
- (b) Each Chargor shall take all such action as is available to it (including making all filings and registrations) 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 the Finance Documents.

7. Restrictions on Dealing

7.1 Security

Each Chargor shall not create or permit to subsist any Security over any Security Asset, other than any Security permitted by the Finance Documents.

7.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset except as expressly permitted by the Finance Documents.

7.3 Subordinated Loan Agreements

- (a) Each Chargor shall only exercise its rights under a Subordinated Loan Agreement as expressly permitted under the terms of the Subordination Agreement.
- (b) No Chargor shall take, or omit to take, any action which might result in:
 - (i) the alienation or impairment of any rights in any Subordinated Loan Agreement; or
 - (ii) any right to terminate a Subordinated Loan Agreement becoming exercisable by any party to that agreement.

8. Investments

8.1 Investments

Each Chargor represents and warrants to the Security Agent (for the benefit of each Secured Party) on the date of this Deed that:

- (a) the Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right;
- (b) the constitutional documents of the issuer(s) of the Investments do not and could not restrict or inhibit the transfer of any of the Investments on creation or the enforcement of the Security created by or expressed to be created by this Deed to the extent permitted by law;
- (c) it is the sole legal and beneficial owner of the Investments;
- (d) there are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any issuer of the Investments (including any option or right of pre-emption or conversion); and
- (e) the Investments are the entire issued share capital of the issuer of each of the Investments.

8.2 Certificated Investments and Related Assets

Each Chargor shall on the date of this Deed, to the extent applicable:

- (a) immediately deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to the Investments and/or Related Assets; and
- (b) promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee, after an Event of Default which is continuing, to be registered as the owner or otherwise obtain a legal title to the Investments and/or Related Assets; this includes:
 - (i) delivering executed share transfers and any other relevant transfer instruments in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and

- (ii) procuring that those share transfer and other transfer instruments are registered by the issuer of the Investments and/or Related Assets and that any share certificates or other document of title or evidence of ownership in the name of the transferee are delivered to the Security Agent.

8.3 **Changes to Rights**

Each Chargor shall not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further shares being issued unless such issue is to the current shareholder and such shares are subject to the Security created by this Deed or any other Transaction Security.

8.4 **Calls**

- (a) Each Chargor shall in accordance with its obligations under the Investments pay all calls or other payments due and payable in respect of the Investments.
- (b) If any Chargor fails to comply with paragraph (a) above after being requested to do so by the Security Agent, the Security Agent may pay the calls or other payments in respect of any Investment on behalf of the relevant Chargor.
- (c) Each Chargor shall within three Business Days of written request reimburse the Security Agent for any payment made by the Security Agent under this Clause, together with default interest charged thereon in accordance with Clause 18.2 (*Default interest*).

8.5 **Voting Rights Before Event of Default**

- (a) Subject to Clause 8.6 (*Voting rights after Event of Default*), each Chargor may continue to exercise all voting rights, powers and other rights in respect of the Investments provided that no Chargor shall exercise such voting rights in any manner likely to result in, or otherwise permit or agree to, any:
 - (i) variation of the rights attaching to or conferred by all or some of the Investments, which would prejudice the value of, or the ability of the Security Agent to realise, the security created by this Deed;
 - (ii) increase in the issued share capital of the issuer of such Investments, which would prejudice the value of, or the ability of the Security Agent to realise, the Security created by this Deed.
- (b) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which each Chargor may direct in writing but only to the extent that it does so for a purpose not inconsistent with any Finance Document and the exercise of or failure to exercise those rights would not prejudice the interests of any Secured Party. The Security Agent (or that nominee) will execute any form of proxy or other document which each Chargor may reasonably require for this purpose.
- (c) Subject to Clause 8.6 (*Voting rights after Event of Default*), all dividends or other income or distributions paid or payable in relation to the Investments shall be paid to the relevant Chargor.

8.6 **Voting Rights After Event of Default**

- (a) Following the occurrence of an Event of Default which is continuing, the Security Agent or its nominee may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of each Chargor, the registered holder or otherwise and without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor.
- (b) Following the occurrence of an Event of Default which is continuing and to the extent that the Investments remain registered in the name of each Chargor, each Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments in any way it sees fit.
- (c) Each Chargor shall indemnify the Security Agent against any loss or liability properly incurred by the Security Agent as a direct consequence of the Security Agent acting in respect of Investments on the direction of any Chargor, whether prior to or following the occurrence of an Event of Default.

8.7 **Clearance Systems**

- (a) Each Chargor shall, if so requested by the Security Agent:
 - (i) instruct any clearance system to transfer any Investment held by it for the relevant Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and
 - (ii) take whatever action the Security Agent may requested for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (b) Without prejudice to paragraph (a) above, the Security Agreement may, at the expense of each Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

8.8 **Custodian Arrangements**

Each Chargor shall

- (a) promptly give notice of this Deed to any custodian of Investments in any form which the Security Agent may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

9. Intellectual Property

9.1 Representations

Each Chargor represents and warrants to the Security Agent (for the benefit of each Secured Party) on the date of this Deed that:

- (a) it is the sole legal and beneficial owner of or has licensed to it on normal commercial terms all the Intellectual Property held by it; and
- (b) it has taken all formal or procedural actions (including payment of fees) required to maintain all the Intellectual Property.

9.2 Preservation

- (a) Each Chargor shall:
 - (i) preserve and maintain the subsistence of such Intellectual Property which is necessary for its business;
 - (ii) use all reasonable endeavours to prevent any infringement in any respect of such Intellectual Property;
 - (iii) make registrations and pay all registration fees and taxes necessary to maintain such Intellectual Property in full force and effect and record its interest in such Intellectual Property;
 - (iv) not use (or licence or permit any third party to use) such Intellectual Property in a way, or take any step or omit to take any step in respect of such Intellectual Property which is likely to adversely affect the existence of, value of or its rights to use such Intellectual Property; and
 - (v) not (other than where such Intellectual Property has become redundant) discontinue the use of such Intellectual Property.
- (b) Each Chargor shall promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed.

10. Contracts

No Chargor may agree to amend, supplement or waive the terms of any Assigned Contract or Development Document without the prior written consent of the Security Agent, save for changes which are minor or administrative in nature or as otherwise permitted pursuant to the terms of the Facility Agreement.

11. Representations

11.1 Each Chargor represents and warrants to the Security Agent (for the benefit of each Secured Party) on the date of this Deed that:

- (a) subject to the Legal Reservations, this Deed:

- (i) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;
 - (ii) is not subject to any prior or pari passu ranking Security; and
 - (iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (b) it is the absolute legal and beneficial owner of all the assets over which this Deed purports to create any Security.

11.2 Each of the representations made in this Deed are deemed to be made by each Chargor, by reference to the facts and circumstances then existing, on the date of each Utilisation Request, on each Utilisation Date, on the date of each Additional Facility Notice, and on the first day of each Interest Period.

12. Enforcement of Security

12.1 When Enforceable

The Security created or expressed to be created by this Deed shall be immediately enforceable if:

- (a) an Event of Default occurs and is continuing; or
- (b) any Chargor requests the Security Agent to appoint a Receiver over the whole or any part of its undertaking and assets.

12.2 Power of Sale

- (a) The Security Agent shall be entitled, once this Deed becomes enforceable, without prior notice to any Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit).
- (b) The statutory powers of sale, of appointing a Receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

12.3 Section 103 of the LPA

Section 103 of the LPA (restricting the power of sale) shall not apply to this Deed.

12.4 Section 93 of the LPA

Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed.

12.5 No Liability as Mortgagee in Possession

Neither the Security Agent, a Receiver nor any Delegate is:

- (a) liable to account as mortgagee in possession in respect of the Security Assets; nor

- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent, a Receiver or any Delegate arising under this Deed, nor for any act, default, neglect or misconduct of any nature whatsoever.

12.6 **Possession**

If the Security Agent or a Receiver enters into possession of the Security Assets, such person may at any time go out of possession at the discretion of such person.

12.7 **Privileges**

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

12.8 **No Duty to Enquire**

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether an Event of Default has occurred or whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (d) as to the application of any money borrowed or raised.

12.9 **Protection to Purchasers**

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to mortgagee's receipts, discharges etc.) of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

12.10 **Financial Collateral Arrangements**

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to any Security Asset, the Security Agent shall have the right to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities. The value of each Security Asset appropriated in accordance with this Clause shall be, in the case of cash, the amount of the cash appropriated, and, in the case of any Investments, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may (acting reasonably) select. Each Chargor agrees that the method of valuation provided for in this Clause 12.10 is commercially reasonable for the purposes of the Regulations.

13. **Receiver**

13.1 **Appointment of Receiver**

- (a) Subject to the other provisions of this Clause 13.1, following the occurrence of an Event of Default which is continuing or upon receipt of a request from any Chargor for the Security Agent to appoint a Receiver, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Security Assets pursuant to this Deed and subject to any applicable insolvency law:
 - (i) the Security Agent may, by writing under the hand of any authorised officer of the Security Agent, appoint a Receiver in relation to the Security Assets;
 - (ii) subject to the Insolvency Act the Security Agent may, from time to time, in similar manner, remove a Receiver and appoint another in its place;
 - (iii) the Security Agent may, either at the time of appointment or at any time thereafter, fix the remuneration of a Receiver;
 - (iv) the Security Agent and any agent or nominee wherever situated may, without further notice, exercise in respect of all or any part of any shares and their Related Assets subject to the Security created by this Deed all the powers and rights exercisable by the registered holder of such shares and their Related Assets and all other powers conferred on mortgagees by the LPA as varied or extended by this Deed; and
 - (v) the Security Agent and any agent or nominee wherever situated may apply any dividends, interest or other payments received or receivable by the Security Agent or by such nominee in respect of the shares and their Related Assets subject to the Security created by this Deed as if they were proceeds of sale.
- (b) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium, under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (c) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.
- (d) Save as provided above, none of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

14. Powers of Receiver

14.1 General Powers

A Receiver has all the rights, powers and discretion to do or abstain from doing anything which any Chargor could do or abstain from doing in relation to the Security Assets including, without limitation, the powers and discretions set out below in this Clause, the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act (Definitions) and Schedule 1 to the Insolvency Act (Powers of administrator or administrative receiver).

14.2 Possession

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

14.3 **Carry on Business**

A Receiver may carry on, manage or concur in carrying on or managing the whole or any part of the business of each Chargor as the Receiver may in its discretion think fit.

14.4 **Dealings with Security Assets**

A Receiver may, in each such case in such manner and generally on such terms as it may in its discretion think fit:

- (a) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Security Assets or concur in so doing;
- (b) commence or complete any building operations on any of the Mortgaged Property; and
- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

including entry into any agreement, deed or contract in relation to any of the above.

14.5 **Sale of Security Assets**

- (a) A Receiver may sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as the Receiver may in its discretion think fit.
- (b) Without prejudice to the generality of paragraph (a) above, a Receiver may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as a Receiver may in its discretion think fit.
- (c) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the Mortgaged Property containing them without the consent of any Chargor.

14.6 **Mortgaged Property**

- (a) A Receiver may, in each such case in such manner and generally on such terms as a Receiver may in its discretion think fit, with all the powers of an absolute beneficial owner:
 - (i) let, hire or lease (with or without premium) any Mortgaged Property and accept surrenders of leases or tenancies or concur in so doing;
 - (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of any of the Mortgaged Property; and
 - (iii) exchange or concur in exchanging any of the Mortgaged Property.
- (b) A Receiver may exercise any such power in paragraph (a) above by effecting such transaction in the name or on behalf of each Chargor or otherwise.
- (c) Without any further consent by or notice to any Chargor, a Receiver may exercise all the powers and provisions conferred on a landlord or a tenant by any legislation in force.

- (d) A Receiver may make allowances to, and re-arrangements with, any person occupying the whole or any part of the Mortgaged Property, and negotiate and agree, or refer to arbitration, any revision of rent under any leases in respect of which the rental may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option.

14.7 **Borrow Money**

- (a) For the purpose of exercising any of the powers, authorities or discretions conferred on the Receiver by or pursuant to this Deed or of defraying any costs (including, without limitation, its remuneration) which are incurred by the Receiver in the exercise of such powers, authorities or discretions or for any other purpose, a Receiver may raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the security constituted by this Deed (subject to the prior written consent of the Security Agent) or otherwise, and generally on such terms as the Receiver may in its discretion think fit.
- (b) No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed.

14.8 **Lending**

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

14.9 **Calls**

A Receiver may make, or require the directors of each Chargor to make, such calls upon the shareholders of each Chargor in respect of any uncalled capital (notwithstanding the representations and covenants contained in the relevant Finance Documents) of each Chargor as a Receiver may in its discretion require and enforce payment of any call so made by action (in the name of the each Chargor or the relevant Receiver as that Receiver may in its discretion think fit) or otherwise.

14.10 **Compromise and Legal Actions**

A Receiver may:

- (a) settle or compromise any claim, adjust any account, refer to arbitration any dispute, and deal with any question or demand relating in any way to the Security Assets; and
- (b) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets,

as the Receiver may in its discretion think fit.

14.11 **Subsidiaries**

A Receiver may, notwithstanding the representations and covenants contained in the relevant Finance Documents, do the following in its discretion as it thinks fit:

- (a) promote the formation of any Subsidiary of each Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period; and
- (c) arrange for such Subsidiary to trade or cease to trade.

14.12 **Appointments and Delegation**

A Receiver may:

- (a) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as the Receiver may in its discretion think fit; and
- (b) delegate its powers in accordance with this Deed.

14.13 **Receipts**

A Receiver may give valid receipts for all monies and execute all assurances and things which the Receiver may in its discretion think proper or desirable for realising the Security Assets.

14.14 **Investigations**

A Receiver may conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives regarding Environmental Law.

14.15 **Other**

A Receiver may:

- (a) do all such other acts and things as the Receiver may in its discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets; and
- (b) use the name of each Chargor for any purpose in relation to this Deed.

14.16 **Receiver as Agent of the Chargors**

A Receiver is for all purposes the agent of each Chargor. Subject to the provisions of the Insolvency Act 1986, each Chargor is solely responsible for all Receivers' acts, defaults, neglect and misconduct of any nature whatsoever and for each Receiver's remuneration and costs, to the exclusion of liability on the part of the Security Agent.

14.17 No Obligation

No Receiver is obliged to exercise any of the powers set out in this Clause.

14.18 Several Power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Agent specifies otherwise in the appointment of such Receiver.

14.19 Powers Exercisable by the Security Agent

- (a) The Security Agent may exercise all powers granted to a Receiver by this Deed, whether as attorney of each Chargor or otherwise.
- (b) The powers of a Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent and so that, without limitation, such powers are and remain exercisable by the Security Agent in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting.

15. Delegation

15.1 Delegation

The Security Agent or any Receiver may, at any time delegate, by power of attorney or otherwise, to any person for any period any or all of its powers, authorities and/or discretions exercisable by it, whether arising by statute, the provisions of this Deed or otherwise, upon such terms and for such periods of time as it may in its discretion think fit and may from time to time terminate any such delegation.

15.2 Terms

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

15.3 Liability

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

16. Power of Attorney

16.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally as its attorney (with full power of substitution) on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (a) to do anything which the relevant Chargor is obliged to do under any Finance Document, but has failed to do on the date it was obliged so to do; and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document, the LPA or the Insolvency Act.

16.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause.

17. **Preservation of Security**

17.1 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Transaction Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred and each Secured Party shall be entitled to recover the value or amount of that payment, security or disposition from each Chargor.

17.2 **Waiver of Defences**

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or each Secured Party) including, without limitation:

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any Transaction Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance Document or any other document or security, including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

17.3 **Immediate Recourse**

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

17.4 **Appropriations**

Until the Secured Liabilities have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

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

17.5 **Deferral of the Chargors' Rights**

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by a Transaction Obligor or any other person;
- (b) to claim any contribution from any other guarantor of any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring a Transaction Obligor to make any payment, or perform any obligation, in respect of which a Transaction Obligor has given a guarantee, undertaking or indemnity under any Finance Document;
- (e) to exercise any right of set-off against any Transaction Obligor or other person; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor or other person in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by that Chargor under or in connection with the Finance Documents to be repaid in full) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

18. Payments

18.1 Set-Off

- (a) The Security Agent may set off any matured obligation due from each Chargor under this Deed (to the extent beneficially owned by the Security Agent and/or a Secured Party) against any obligation (whether or not matured) owed by the Security Agent and/or a Secured Party to each Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (b) All payments to be made by each Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

18.2 Default Interest

Any amount due but unpaid by each Chargor under this Deed shall incur interest in accordance with default interest provisions of the Facility Agreement.

18.3 Continuation of Accounts

- (a) At any time if any subsequent Security affects any Security Asset (other than any Security permitted by the Finance Documents), any Security Asset is disposed of or a petition is presented or resolution passed in relation to the winding-up of any Chargor (other than a frivolous or vexatious petition which is discharged, stayed or dismissed within 14 days of commencement), any Secured Party may:
 - (i) close any account of the relevant Chargor then existing; and
 - (ii) open a new account in the name of the relevant Chargor (whether or not it permits any existing account to continue).
- (b) If the Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred, unless the relevant Chargor has received written notice from that Secured Party to the contrary.
- (c) All payments made to that Secured Party after such an event shall be credited to, or treated as having been credited to, the new account.
- (d) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the Secured Liabilities.

18.4 Application of Payments to the Security Agent

The Security Agent shall apply all amounts received or recovered under this Deed in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement.

19. Calculations and Certificates

19.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained each Chargor are *prima facie* evidence of the matters to which they relate.

19.2 Certificates and Determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20. Release of Security

20.1 Release

At the end of the Security Period, the Security Agent shall, at the written request and cost of each Chargor, take all action reasonably necessary to release the Security Assets from the Security created by or expressed to be created by this Deed and return all deeds and documents of title (if any) held by the Security Agent in relation to this Deed and execute and deliver such further deeds and documents as each Chargor may reasonably require to give effect to this Clause.

20.2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document or this Deed is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid.

21. Tacking

Each Chargor acknowledges that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

22. No Merger or Prejudice

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

23. Partial Invalidity

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 of this Deed nor the legality, validity or enforceability of the remaining provisions under the law of any other jurisdiction will in any way be affected or impaired.

24. Remedies and Waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.
- (b) No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- (d) The rights and remedies provided in this Deed are cumulative and are not exclusive of any rights or remedies provided by law.

25. Changes to the Parties

25.1 Assignment and Transfer by each Chargor

No Chargor shall assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed.

25.2 Assignment and Transfer by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations under the terms of the Facility Agreement.

26. Notices

Any communication to be made under or in connection with this Deed shall be made as provided in the Facility Agreement.

27. Security Agent Provisions

27.1 The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

27.2 Without prejudice to clause 29.6 (*No fiduciary duties*) of the Facility Agreement, the Security Agent shall not owe any fiduciary duties to any of the Parties or any of their directors, employees, agents or affiliates.

27.3 Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Secured Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Secured Party or Secured Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

28. Additional Chargers

(a) The Company shall procure that each Additional Obligor becomes a Chargor (each a "**New Chargor**").

(b) A New Chargor shall become a Chargor if:

(i) the Company and the New Chargor deliver to the Security Agent a duly completed and executed Security Accession Deed; and

(ii) the Company confirms that no Default is continuing or would occur as a result of the New Chargor becoming a Chargor.

(c) Delivery of a Security Accession Deed constitutes confirmation by the New Chargor that the Repeating Representations are true and correct to the extent applicable to it as at

the date of delivery as if made by reference to the facts and circumstances then existing.

29. Counterparts

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

30. Governing Law

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

31. Enforcement

31.1 Jurisdiction

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

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1

Accounts

Account name	Account holder	Account bank	Sort code	Account number
Retention Account	Oakland Propco B Limited	HSBC UK Bank plc		
General Account	Oakland Propco B Limited	HSBC UK Bank plc		
Rent Account	Oakland Propco B Limited	HSBC UK Bank plc		
Deposit Account	Oakland Propco B Limited	HSBC UK Bank plc		
Cure Account	Oakland Propco B Limited	HSBC UK Bank plc		
Maplewood – General Account	Oakland Opco B Limited	HSBC UK Bank plc		
General Account	Oakland Opco B Limited	HSBC UK Bank plc		
Birchwood – General Account	Oakland Opco B Limited	HSBC UK Bank plc		
General Account	Oakland Hildenborough Limited	HSBC UK Bank plc		
General Account	Oakland Swanley Care Home Limited	HSBC UK Bank plc		
General Account	Oakland Maidstone Care Home Limited	HSBC UK Bank plc		

Schedule 2

Properties

Property details	Title Numbers	Freehold / Leasehold	Legal and beneficial owner
St Johns Service Station, Tonbridge Road, Hildenborough, Tonbridge	K477769	Freehold	Oakland Hildenborough Limited
140 Tonbridge Road, Hildenborough, Tonbridge, (TN11 9HJ)	K357035	Freehold	Oakland Hildenborough Limited
The Dorothy Lucy Registered Care Centre, Northumberland Road, Maidstone ME15 7TA	K950099	Freehold	Oakland Maidstone Care Home Limited
Land on the North Side of Northumberland Road, Maidstone	K570677	Freehold	Oakland Maidstone Care Home Limited
The land known as The Woodlands, Hilda May Avenue, Swanley, Kent, BR8 7BT	K555257	Freehold	Oakland Swanley Care Home Limited
Land on the south and west side of Woodlands, Hilda May Avenue, Swanley, BR8 7BT	TT106902	Freehold	Oakland Swanley Care Home Limited

FF amend

Schedule 3

Investments

Company	Company Number	Shares
Oakland Hildenborough Ltd	11210967	100 ordinary shares of £1 each
Oakland Maidstone Care Home Limited	11210968	100 ordinary shares of £1 each
Oakland Swanley Care Home Limited	11210979	100 ordinary shares of £1 each
Ravway Limited	08889784	100 ordinary shares of £1 each
Lambourne Limited	09740066	100 ordinary shares of £1 each
Oakland Opco B Limited	13400013	1 ordinary share of £1

Schedule 4

Notice to Account Bank

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

Security Agreement dated [•] (the "Security Agreement") between amongst others Oakland Propco B Limited as original chargor and Sun Yamaha I S.A R.L. (the "Security Agent")

1. This letter constitutes notice to you that under the Security Agreement we have charged by way of first fixed charge in favour of the Security Agent (as security agent for the Secured Parties referred to in the Security Agreement) all our rights, title and interest in all sums of money which may now or in the future be held with you for our account in the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time;
 - (c) [the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Security Agent;]
 - (d) [we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the schedule to this notice without the prior written consent of the Security Agent;] and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts designated as "Not blocked" in the schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or modify this permission in its absolute discretion at any time).
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;
 - (b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Security Agreement, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any

time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

4. These instructions may not be revoked without the prior written consent of the Security Agent.
5. Please sign and return the enclosed copy of this notice to the Security Agent at [•] (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the accounts; and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent.
6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully

.....
For and on behalf of

[•]
as Chargor

.....
Authorised signatory for and on behalf of
Sun Yamaha I S.A R.L.
as Security Agent

SCHEDULE

Account Number	Sort Code	Status
[•]	[•]	[Blocked/not blocked]

[On acknowledgement copy]

To: SUN YAMAHA I S.A R.L.
124, Boulevard de la Pétrusse
L-2330 Luxembourg
Grand Duchy of Luxembourg
Attention: Kiousi Aikaterini

Copy to: [•]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....

For and on behalf of
[Account Bank]

Date: [•]

Schedule 5

Notice to Counterparty to Assigned Contract

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

[•] - **Facility Agreement** dated [•]

1. We refer to:
 - (A) [Insert description of assigned contracts] (the "**Contract**"); and
 - (B) the security agreement (the "**Security Agreement**") dated [•] [•] as chargor and Sun Yamaha I S.A R.L. as security agent for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").
2. Terms defined in the Security Agreement have the same meaning in this notice.
3. We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the Contract.
4. We irrevocably instruct and authorise you and confirm that:
 - (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract; and
 - (b) we are entitled to exercise all of our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary. In this event, all the rights, powers and discretions under the Contract will be exercisable by, and notices must be given to, the Security Agent or as it directs.
5. Please note that we have agreed not to amend, waive or vary any provision of, or terminate or rescind the Contract without the prior written consent of the Security Agent.
6. The instructions in this notice:
 - (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
 - (b) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and
 - (c) may not be revoked or amended without the prior written consent of the Security Agent.
7. This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.

8. Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Contract as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at [•], marked for the attention of [•].

.....
For and on behalf of

[•]

as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Contract.

We confirm that:

- (a) we have not received any other notice of any assignment of, or any security, charge or the interest of any third party in the Contract;
- (b) there has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract;
- (c) we will not agree to any amendment, waiver or release of any provision of the Contract without the prior written consent of the Security Agent;
- (d) as at the date of this acknowledgment, we are not aware of any breach by the Chargor of the terms of the Contract; and
- (e) we do not have and have not claimed or exercised any right or claim against the Chargor, or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Contract.

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

.....
For and on behalf of *[Insert name of counterparty]*

Date:

Schedule 6

Notice to Insurers

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

[•] - Facility Agreement dated [•]

1. We refer to:
 - (A) [Insert description of relevant insurance policies or if not workable, attach a schedule] (the "**Insurances**"); and
 - (B) the security agreement (the "**Security Agreement**") dated [•] between [•] as chargor and Sun Yamaha I S.A R.L. as security agent for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").
2. We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the Insurances.
3. We will remain liable to perform all our obligations under the Insurances and the Security Agent is under no obligation or liability of any kind whatsoever to any person either under the Insurances or in the event of any failure by us to perform our obligations under the Insurances. Save as otherwise set out below, you will continue to deal with us in relation to the Insurances until you receive notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Insurances and from that time, you should deal only with the Security Agent.
4. We irrevocably and unconditionally instruct and authorise you:
 - (a) that all moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by the Chargor, unless and until you receive written notice from the Security Agent that an Event of Default has occurred, in which event you should make all future payments as then directed by the Security Agent;
 - (b) subject to any applicable legislation and despite the assignments referred to above, that all sums in respect of any claim under any third party Insurance by an insured party shall be paid:
 - (i) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; and
 - (ii) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured

party, unless the insured party is us, in which case such sums shall be paid as directed by the Security Agent.

5. The instructions in this notice:
 - (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
 - (a) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and
 - (b) may not be revoked or amended without the prior written consent of the Security Agent.
6. This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.
7. Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at 124, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg, marked for the attention of Kioussi Aikaterini.

.....
For and on behalf of

[•]

as Chargor

[On duplicate]

1. We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms.
2. We confirm that we have not received any other notice of assignment or change, or notice that any other person claims any rights in respect of the Insurances.
3. We further confirm that:
 - (a) there has been no amendment, waiver or release of any rights or interests in the Insurances since the date of the Insurances;
 - (b) we have noted the Security Agent's interest as composite insured and first loss payee on the Insurances;
 - (c) we will not agree to an amendment, waiver or release of any provision of the Insurances without the prior written consent of the Security Agent; and
 - (d) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other rights relating to the Insurances.
4. This confirmation and any non-contractual obligations arising out of or in connection with it are governed English law.

.....
For and on behalf of
[Insert name of Insurer]

Date:

Schedule 7

Notice to Tenants

[On the letterhead of the Chargor]

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

[•] - **Facility Agreement** dated [•]

1. We refer to:

(A) [•] (the "**Occupational Lease**"); and

(B) the security agreement (the "**Security Agreement**") dated [•] between [•] as chargor and Sun Yamaha I S.A R.L. as security agent for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").

2. Terms defined in the Security Agreement have the same meaning in this notice.

3. We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the lease documents and the Occupational Lease, including all rent payable to us under the lease documents and the Occupational Lease.

4. We irrevocably and unconditionally instruct and authorise you:

(a) to make all payments in connection with the Occupational Lease and the lease documents as directed by the Security Agent from time to time;

(b) the Security Agent currently instructs you to pay all amounts due under the Occupational Lease and the lease documents to [insert property manager's collection account details] (the "**Rent Collection Account**");

(c) until otherwise advised by the Security Agent, we will remain liable under the Occupational Lease and the lease documents to perform all the obligations assumed by us under the Occupational Lease and the lease documents. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Occupational Lease and the lease documents;

(d) you should continue to give notices under the Occupational Lease and the lease documents as directed under the Occupational Lease and the lease documents, unless and until you receive notice from the Security Agent to the contrary; and

(e) to disclose to the Security Agent any information relating to the Occupational Lease and the lease documents which the Security Agent may request.

5. Please note that we have agreed not to amend, waive or vary any provision of, or terminate or rescind the Occupational Lease and the lease documents without the prior written consent of the Security Agent.
6. The instructions in this notice:
 - (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
 - (b) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and
 - (c) may not be revoked or amended without the prior written consent of the Security Agent.
7. This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.
8. Please acknowledge receipt of this notice by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at 124, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg, marked for the attention of Kioussi Aikaterini.

Yours faithfully,

.....
For and on behalf of

[•]

as Chargor

[On duplicate]

1. We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms.
2. We confirm that:
 - (a) we have not received any other notice of any assignment or charge of the Chargor's interest in the Occupational Lease and the lease documents in favour of any other person nor that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor in respect of the Occupational Lease or the lease documents.
 - (b) we shall pay all rent and all other moneys payable by us under the Occupational Lease and the lease documents into the Rent Collection Account and we must continue to pay those moneys into the Rent Collection Account until we receive the prior written consent of the Security Agent to the contrary;
 - (c) we will not agree to any amendment, waiver or release of any provisions of the Occupational Lease and the lease documents without the prior written consent of the Security Agent;
 - (d) the Chargor will remain liable to perform all its obligations under the Occupational Lease and the lease documents and the Security Agent is under no obligation of any kind whatsoever under the Occupational Lease or the lease documents nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Occupational Lease and the lease documents;
 - (e) no breach or default on the part of the Chargor of any of the terms of the Occupational Lease or the lease documents will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach; and
 - (f) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Occupational Lease or the lease documents.
3. This confirmation and any non-contractual obligations arising out of or in connection with it are governed by English law.

.....
For and on behalf of
[Insert name of tenant]

Date:

Schedule 8

Form of Security Accession Deed

Date:

[]

as New Chargor

OAKLAND PROPCO B LIMITED

as Company

SUN YAMAHA I S.A R.L.

as Security Agent

Security Accession Deed

THIS DEED is made the [...] day of [...]

BETWEEN:

- (1) [...] **[LIMITED] [PLC]** a company registered in England (company registration no. [...]) whose [registered office][principal place of business] is at [...] (the "**New Chargor**");
- (1) **OAKLAND PROPCO B LIMITED** a company registered in [England (company registration no. 13397587) whose registered office is at Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX (the "**Company**")]; and
- (2) **SUN YAMAHA I S.A R.L.** as security agent for the Secured Parties (the "**Security Agent**").

BACKGROUND:

This deed is supplemental to a security agreement dated [•] between, amongst others, the Company as original chargor and the Security Agent as security agent for the Secured Parties referred to in the Security Agreement (the "**Security Agreement**").

IT IS AGREED:

1. Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply to this Deed, insofar as they are relevant to it, as they apply to the Security Agreement.

1.3 Incorporation of provisions into each Security Accession Deed

Clauses 1.4 (*Third party rights*), 6 (*Further Assurance*), 7 (*Restrictions on Dealing*), 8 (*Investments*), 9 (*Intellectual Property*), 10 (*Contracts*), 11 (*Representations*), 12 (*Enforcement of Security*), 13 (*Receiver*), 14 (*Powers of Receiver*), 15 (*Delegation*), 16 (*Power of Attorney*), 17 (*Preservation of Security*), 18 (*Payments*), 19 (*Calculations and Certificates*), 20 (*Release of Security*), 21 (*Tacking*), 22 (*No Merger or Prejudice*), 23 (*Partial Invalidity*), 24 (*Remedies and Waivers*), 25 (*Changes to the Parties*), 26 (*Notices*), 27 (*Security Agent Provisions*), 29 (*Counterparts*), 30 (*Governing Law*), and 31 (*Enforcement*) of the Security Agreement are deemed to form part of this Deed as if expressly incorporated into this Deed and as if references in those clauses to (a) the Security Agreement were references to this Deed and (b) the Security Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to this Deed.

2. Accession of New Chargor

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

3. Creation of Security

The New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 3 (*Creation of Security*) of the Security Agreement provided that:

- (d) the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 1 (*Property*);
- (e) the shares charged by way of fixed charge shall include the shares referred to in Schedule 2 (*Investments*);
- (f) the Accounts charged by way of [fixed charge][assignment] shall include those set out in Schedule 3 (*Accounts*); and
- (g) the Assigned Contracts assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Contracts set out in Schedule 4 (*Assigned Contracts*) and
- (h) the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out In Schedule 5 (*Insurances*).

4. Consent of Existing Chargors

The existing Chargors (acting by their agent, the Company) agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

5. Notices

The New Chargor confirms that its address details for notices are as follows:

Address: [•]

Attention: [•]

Fax: [•]

6. Law

This Deed is governed by English law.

EXECUTED as a deed and delivered on the date stated at the beginning of this document.

Schedule 1 to the Security Accession Deed

Properties

Schedule 2 to the Security Accession Deed

Investments

Schedule 3 to the Security Accession Deed

Accounts

Schedule 4 to the Security Accession Deed

Assigned Contracts

Schedule 5 to the Security Accession Deed

Insurances

EXECUTION PAGE TO SECURITY ACCESSION DEED

New Chargor

[•]

Company

EXECUTED AS A DEED by

.....

for and on behalf of **OAKLAND PROPCO B LIMITED** in the
presence of:

.....
Signature of Director

Signature of witness

Print name

Address

.....

.....

Occupation

Security Agent

EXECUTED AS A DEED by **SUN YAMAHA I S.A R.L.**, a
company incorporated in Luxembourg, acting by

who, in accordance with the laws of that territory, is acting under
the authority of the company.

Signature in the name of the company

.....

Signature of

.....

Authorised signatory

Schedule 9

The Original Chargors

Name of Chargor	Registration Number	Registered Address
Oakland Hildenborough Ltd	11210967	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Oakland Maidstone Care Home Limited	11210968	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Oakland Swanley Care Home Limited	11210979	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Ravway Limited	08889784	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Lambourne Limited	09740066	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Oakland Propco B Limited	13397587	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX
Oakland Opco B Limited	13400013	Lambwood Heights, 244 Lambourne Road, Chigwell, United Kingdom, IG7 6HX

SIGNATURE PAGES

THE CHARGORS

EXECUTED AS A DEED by

JOANNE BALMER

for and on behalf of **OAKLAND HILDENBOROUGH LTD** in the
presence of:

Signature of witness

Print name DAVID BALMER

Address

.....

Occupation

Retired

.....
Signature of Director

EXECUTED AS A DEED by

JOANNE BALMER

for and on behalf of OAKLAND MAIDSTONE CARE HOME
LIMITED in the presence of:

Signature of Director

Signature of witness

Print name

DAVID BALMER

Address

Occupation

Retired

EXECUTED AS A DEED by

JOANNE BALMER

for and on behalf of OAKLAND SWANLEY CARE HOME
LIMITED in the presence of:

Signature of Director

Signature of witness

Print name

DAVID BALMER

Address

Occupation

Retired

EXECUTED AS A DEED by

JOANNE BALMER

for and on behalf of **RAVWAY LIMITED** in the presence of:


Signature of Director

Signature of witness

Print name

DAVID BALMER

Address

Occupation

Retired

EXECUTED AS A DEED by

JOANNE BALMER.....

for and on behalf of LAMBOURNE LIMITED in the presence of:

.....
Signature of Director

Signature of witness

Print name DAVID BALMER.....

Address

.....
Occupation Retired.....

EXECUTED AS A DEED by

.....
JOANNE BALMER.....

for and on behalf of **OAKLAND PROPCO B LIMITED** in the
presence of:

Signature of witness

Print name

Address

Occupation

.....
Signature of Director

EXECUTED AS A DEED by

.....JOANNE BALMER.....

for and on behalf of **OAKLAND OPCO B LIMITED** in the
presence of:

..........
Signature of Director

Signature of witness

Print name

.....DAVID BALMER.....

Address

.....
Occupation

.....Retired.....

THE SECURITY AGENT

EXECUTED AS A DEED by SUN YAMAHA I S.A R.L., a
company incorporated in Luxembourg, acting by

IAN MCMAHON

who, in accordance with the laws of that territory, is acting under
the authority of the company.

Signature in the name of the company

[Redacted signature]

Signature of

IAN MCMAHON

Authorised signatory