



Registration of a Charge

Company Name: **CORNWALL CARE LIMITED**

Company Number: **03079623**



XBFWER6

Received for filing in Electronic Format on the: **01/11/2022**

Details of Charge

Date of creation: **21/10/2022**

Charge code: **0307 9623 0026**

Persons entitled: **SANCTUARY AFFORDABLE HOUSING LIMITED**

Brief description: **THE PROPERTY AS LISTED AT SCHEDULE 1 OF THE DEBENTURE INCLUDING THE FREEHOLD LAND ON THE SOUTH SIDE OF CROSS LANES, ST STEPHENS, LAUNCESTON REGISTERED WITH TITLE NUMBER CL219893.**

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:

GOWLING WLG (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3079623

Charge code: 0307 9623 0026

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2022 and created by CORNWALL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2022 .

Given at Companies House, Cardiff on 2nd November 2022

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



Companies House



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

Private & Confidential

EXECUTION VERSION

Dated 21 October 2022

CORNWALL CARE LIMITED

(1)

AND

SANCTUARY AFFORDABLE HOUSING LIMITED

(2)

DEBENTURE



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THIS DEBENTURE is made on 21 October 2022

BETWEEN:

- (1) **SANCTUARY AFFORDABLE HOUSING LIMITED** a registered society within the meaning of the Co-operative and Community Benefit Societies Act 2014 under registered number 31442R having its registered office at Sanctuary House, Chamber Court, Castle Street, Worcester WR1 3ZQ (the "Lender"); and
- (2) **CORNWALL CARE LIMITED** a company limited by guarantee registered in England and Wales with company number 03079623 and a registered charity with number 1053486 whose registered office is at Cornwall Care Health & Wellbeing Innovation Centre, Treiske, Truro, Cornwall TR1 3FF (the "Chargor").

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed:

Agreement for Lease	an agreement to grant an Occupational Lease for all or part of a Property;
Charged Account	has the meaning given to it in clause 3.4(g) (<i>First Fixed Charges</i>);
Charity Trustees	all persons being the charity trustees of the Chargor (as defined in section 177 of the Charities Act 2011);
Debts	has the meaning given to it in clause 3.4(f) (<i>First Fixed Charges</i>);
Environment	the air (including the air within buildings and the air within other natural or man-made structures above or below ground), water (including ground and surface water) and land (including surface and sub-surface soil) and any other meaning given to the term under Environmental Law;
Environmental Law	any law concerning the protection of the Environment or human health, the condition of any property or of any place of work or the production, storage treatment, transport or disposal of any substance capable of causing harm to any living organism or the Environment;

Event of Default	<p>(a) an "Event of Default" as such term is defined in the Intra-Group Facility Agreement; and/or</p> <p>(b) any event or circumstance specified as an event of default (howsoever described or defined) in any of the Finance Documents;</p>
Finance Document	<p>(a) any document governing or otherwise documenting the terms of the Secured Obligations (including, without limitation, the "Finance Documents" under and as defined in the Intra-Group Facility Agreement);</p> <p>(b) any document defined or designated as a "Finance Document" under any of the documents referred to in paragraph (a) above; and</p> <p>(c) any other document designated as a Finance Document between the Chargor and the Lender;</p>
Fixtures	in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this deed on that Secured Property;
Floating Charge Assets	all the assets and undertaking from time to time subject to the floating charge created under clause 3.5 (<i>Floating Charge</i>);
Intellectual Property	<p>(a) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, topography rights, domain names, moral rights, inventions, confidential information, knowhow and any other associated or similar intellectual property rights and interests anywhere in the world (which may now or in the future subsist), and in each case whether registered or unregistered; and</p> <p>(b) the benefit of all applications, rights to apply for and rights to use such assets (including, without limitation, any licences and sub-licences of the same) (which may now or in the future subsist);</p>
Lease Document	<p>(a) an Agreement for Lease;</p> <p>(b) an Occupational Lease; or</p> <p>(c) any other document designated as such by the Lender and the Chargor;</p>
Intra-Group Facility Agreement	a sterling facility agreement dated on or about the date hereof between (1) the Chargor, (2) the Lender and (3)

Cornwall Care Property Limited and Cornwall Care Services Limited as guarantors:

Investments	any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in Section 22 of, and as defined in Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee;
Occupational Lease	any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same;
Party	a party to this deed;
Property	the property described in schedule 1 (<i>Property</i>);
Receiver	any receiver, manager or administrative receiver appointed by the Lender in respect of the Chargor or any of the Secured Assets;
Related Rights	<p>in respect of any Investment:</p> <ul style="list-style-type: none">(a) all monies paid or payable in respect of that Investment (whether as income, capital or otherwise);(b) all shares, investments or other assets derived from that Investment; and(c) all rights derived from or incidental to that Investment;
Relevant Agreement	<ul style="list-style-type: none">(a) each Lease Document;(b) any guarantee of Rental Income contained in, or relating to, any Occupational Lease;(c) any agreement documenting the appointment of a managing agent; and(d) each other agreement designated as a Relevant Agreement by the Lender and the Chargor in writing;
Relevant Policies	all policies of insurance present and future in which the Chargor has an interest (other than policies in respect of third

	party liability) together with all monies payable in respect of those policies;
Rental Income	all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Secured Property;
Secured Assets	all of the Chargor's assets and undertaking the subject of any Security created by, under or supplemental to, this deed in favour of the Lender;
Secured Obligations	all monies and liabilities now or after the date of this deed due owing or incurred by the Chargor to the Lender in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender;
Secured Property	at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, this deed;
Security	a mortgage, charge, pledge, lien, assignation, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
Security Period	the period beginning on the date of this deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender to the Chargor have been cancelled;

1.2 Interpretation

- (a) Unless otherwise defined in this deed, a term defined in the Intra-Group Facility Agreement has the same meaning when used in this deed or any notices, acknowledgements or other documents issued under or in connection with this deed.
- (b) In this deed the term **dispose** includes any sale, lease, licence, transfer or loan.
- (c) Clause 1.2 (*Interpretation*) of the Intra-Group Facility Agreement is incorporated in this deed as if set out here in full but so that each reference in that clause to **this Agreement** shall be read as a reference to this deed.

1.3 Third Party Rights

- (a) Unless expressly provided to the contrary in any Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this deed or any other Finance Document issued or entered into under or in connection with it but this does not affect any right or remedy of

a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- (b) Unless expressly provided to the contrary in any Finance Document the consent of any person who is not a Party is not required to rescind or vary this deed or any other Finance Document entered into under or in connection with it.

1.4 Administration

- (a) Any reference in this deed, or any other Finance Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the assets of the Chargor) or 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment.
- (b) Any reference in this deed or any other Finance Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

1.5 Incorporated Terms

The terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Obligations are incorporated into this deed to the extent required for any purported disposition of any Secured Assets contained in this deed to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT TO PAY

The Chargor covenants with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

3 CHARGING PROVISIONS

3.1 General

All Security created by the Chargor under clauses 3.2 to 3.5 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset; and
- (d) granted in favour of the Lender.

3.2 First Legal Mortgages

The Chargor charges by way of legal mortgage the Property, and all Fixtures on the Property.

3.3 Assignments

The Chargor assigns:

- (a) all Rental Income, and all other sums, payable under any Occupational Lease;
- (b) the Relevant Agreements; and
- (c) the Relevant Policies.

The Chargor shall remain liable to perform all its obligations under each Occupational Lease, each Relevant Agreement and each Relevant Policy.

3.4 First Fixed Charges

The Chargor charges by way of fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3.2) and, in each case, the Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Investments together with all Related Rights;
- (f) all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together "Debts") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (g) all monies from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person, (each a "Charged Account");
- (h) all its Intellectual Property;

- (i) all its goodwill and uncalled capital; and
- (j) to the extent that any assignment in clause 3.3 is ineffective as an assignment, the assets referred to in that clause.

3.5 Floating Charge

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

3.6 Qualifying Floating Charge

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

3.7 Conversion of Floating Charge to a Fixed Charge

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

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

3.8 Automatic Conversion of Floating Charge to a Fixed Charge

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

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

the floating charge created by this deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3.8(c), over all of the Floating Charge Assets. At any time after the floating charge created by this deed has crystallised as a fixed charge over all or any part of the Floating Charge Assets pursuant to this clause 3 but before the appointment of a Receiver pursuant to the terms of this deed, the said fixed charge shall, with the written consent and direction of the Lender, cease to attach to the assets which are detailed in such written consent and direction then subject to a fixed charge, and shall again subsist as a floating charge in respect of those assets only.

3.9 Documents of Title

The Chargor shall:

- (a) immediately upon the execution of this deed (and on the acquisition by it of any interest in any Secured Assets at any time) deposit with the Lender all deeds, certificates and other documents in its possession constituting or evidencing title to the Secured Assets (or otherwise procure that any such deeds, certificates and other documents are held to the order of the Lender on terms acceptable to the Lender); and
- (b) deposit with the Lender at any time after the date of this deed any further deeds, certificates and other documents constituting or evidencing title to the Secured Assets, promptly upon coming into possession of them (or otherwise procure that any such deeds, certificates and other documents are held to the order of the Lender on terms acceptable to the Lender).

3.10 Small Company Moratorium

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

4 CONTINUING SECURITY

4.1 Continuing Security

The Security constituted by this deed shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Chargor or any other person of the whole or any part of the Secured Obligations.

4.2 Recourse

The Security constituted by this deed:

- (a) is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Lender.

5 NEGATIVE PLEDGE

5.1 The Chargor shall not create or permit to subsist any Security over any of its assets.

5.2 The Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it;

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

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

- 5.3 Clauses 5.1 and 5.2 do not apply to any arrangement which is expressly permitted pursuant to clause 19.4 (*Negative pledge*) of the Intra-Group Facility Agreement.

6 RESTRICTIONS ON DISPOSALS

- 6.1 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to dispose of all or any part of any Secured Assets.
- 6.2 Clause 6.1 does not apply to any other disposal which is expressly permitted pursuant to clause 19.5 (*Disposals*) of the Intra-Group Facility Agreement.

7 FURTHER ASSURANCE

- 7.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require) in favour of the Lender or its nominee(s):
- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this deed or by law;
 - (b) to confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed; and/or
 - (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under this deed.
- 7.2 The 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 Lender by or pursuant to this deed.
- 7.3 Any document required to be executed by the Chargor under this clause 7 will be prepared at the cost of the Chargor.

8 LAND REGISTRY

8.1 Application for Restriction

- (a) In relation to land and buildings situated in England and Wales, title to which is registered or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all present and future registered freehold, leasehold or commonhold property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of this deed).
- (b) The Chargor confirms that so far as any of the Secured Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

8.2 Tacking and Further Advances

The Lender is, subject to the terms of the Intra-Group Facility Agreement, under an obligation to make further advances to the Chargor and this security has been made for securing such further advances. The Lender and the Chargor by this deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of this deed).

9 FUTURE PROPERTY

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

- (a) notify the Lender promptly of such acquisition or its intention to acquire such property;
- (b) promptly following a written request by the Lender and at the cost of the Chargor, execute and deliver to the Lender, a charge by way of first legal mortgage of such property and all Fixtures on such property in favour of the Lender in such form as the Lender may require;
- (c) obtain such consents as are required for the Security referred to in this clause 9;
- (d) if the title to such freehold or leasehold property is registered at the Land Registry or required to be so registered, to give the Land Registry written notice of the Security; and
- (e) if applicable, ensure that the Security is correctly noted in the register of title against that title at the Land Registry.

10 NOTICES OF ASSIGNMENTS AND CHARGES

10.1 Rental Income

- (a) The Chargor shall provide to the Lender signed but undated notices in the form specified in part 1 (*Form of notice of assignment*) of schedule 2 addressed to each tenant under each Occupational Lease on the date of this Deed (in the case of any Occupational Lease existing on the date of this Deed) and on the date of entry into any other

Occupational Lease (in the case of any Occupational Lease entered into after the date of this Deed) (the "**Relevant Notices**").

- (b) Upon the occurrence of an Event of Default which is continuing, the Lender shall be entitled to date and serve the Relevant Notices on the relevant tenant on behalf of the Chargor.
- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (*Form of acknowledgement*) of schedule 2 within 10 Business Days of that notice being given.

10.2 Relevant Agreements

- (a) The Chargor shall give notice in the form specified in part 1 (*Form of Notice of Assignment*) of schedule 3 to the other parties to each Relevant Agreement (other than an Occupational Lease) that the Chargor has assigned to the Lender all its right, title and interest in that Relevant Agreement.
- (b) The Chargor shall send the notices referred to in clause 10.2(a):
 - (i) in the case of each Relevant Agreement in existence on the date of this deed, on the date of this deed or as soon as practicable thereafter and in any event by no later than five Business Days of the date of this deed; and
 - (ii) in the case of each Relevant Agreement coming into existence or being designated as such after the date of this deed, on the later of that agreement coming into existence or being designated a Relevant Agreement or in each case as soon as practicable thereafter and in any event by no later than three Business Days after such agreement coming into existence or being designated a Relevant Agreement.
- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (*Form of Acknowledgement*) of schedule 3 within ten Business Days of that notice being given.

10.3 Insurance Policies

- (a) The Chargor shall, give notice in the form specified in part 1 (*Form of Notice of Assignment*) of schedule 4 to the insurer under each Relevant Policy that the Chargor has assigned to the Lender all its right, title and interest in that Relevant Policy.
- (b) The Chargor shall send the notices referred to in clause 10.3(a):
 - (i) in the case of each Relevant Policy subsisting on the date of this deed, on the date of this deed or as soon as practicable thereafter and in any event by no later than five Business Days of the date of this deed; and
 - (ii) in the case of each Relevant Policy coming into existence after the date of this deed, on that Relevant Policy being put on risk or as soon as practicable thereafter and in any event by no later than three Business Days after the Relevant Policy being put on risk.

- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (*Form of Acknowledgement*) of schedule 4 within ten Business Days of that notice being given.

10.4 Charged Accounts

- (a) The Chargor shall give notice in the form specified in part 1 (*Form of Notice of Charge*) of schedule 5 to the financial institution at which each Charged Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Charged Account.
- (b) The Chargor will send the notices referred to in clause 10.4(a):
 - (i) in the case of a Charged Account held by the Chargor on the date of this deed, on the date of this deed or as soon as practicable thereafter and in any event by no later than five Business Days of the date of this deed; and
 - (ii) in the case of a Charged Account opened after the date of this deed, on that Charged Account being opened or as soon as practicable thereafter and in any event by no later than three Business Days of such Charged Account being opened.
- (c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in part 2 (*Form of Acknowledgment*) of schedule 5 within ten Business Days of that notice being given.

11 PROPERTY UNDERTAKINGS

11.1 Secured Property generally

The Chargor shall:

- (a) permit the Lender (or its designated representatives), on reasonable written notice:
 - (i) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Secured Property; and
 - (ii) to inspect, take extracts from, and make copies of, the same,and to provide (at the Chargor's expense), such clerical and other assistance which the Lender may reasonably require to do this;
- (b) comply in all material respects with all obligations in relation to the Secured Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents;
- (c) comply with all material covenants and obligations affecting any of the Secured Property or the manner of use of any of it;
- (d) not, except with the prior written consent of the Lender enter into any onerous or restrictive obligation affecting any of the Secured Property;

- (e) provide the Lender with all information which it may reasonably request in relation to the Secured Property; and
- (f) not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Secured Property;

11.2 Property matters

The Chargor shall:

- (a) notify the Lender within 14 days of receipt of every material notice, order or proposal given, or made in relation to, the Secured Property by any competent authority and (if required by the Lender) immediately provide it with a copy of the same and either:
 - (i) comply with such notice, order or proposal; or
 - (ii) make such objections to the same as the Lender may require or approve;
- (b) duly and punctually pay all rates, rents, taxes and other outgoings owed by it in respect of the Secured Property;
- (c) maintain all buildings and erections forming part of the Secured Property in a good state of repair provided that nothing in this Clause shall oblige the Chargor to keep any of its buildings and erections in a better state of repair or in better working order or condition than they are at the date of this Deed, or than is required for the business of the Chargor, and in all cases subject to fair wear and tear; and
- (d) not, except with the prior written consent of the Lender or as expressly permitted under the Intra-Group Facility Agreement, confer on any person:
 - (i) any lease or tenancy of any of the Secured Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power);
 - (ii) any right or licence to occupy any land or buildings forming part of the Secured Property; or
 - (iii) any licence to assign or sub-let any part of the Secured Property;
- (e) not carry out any development within the meaning of section 55 of the Town and Country Planning Act 1990 without first obtaining such permissions as may be required under applicable legislation and, in the case of development involving a substantial change in the structure of, or a change in use of, any part of the Property, without first obtaining the written consent of the Lender;
- (f) properly discharge all duties of care and responsibility placed on it by Environmental Law and apply for and obtain all authorisations necessary to ensure that it does not breach Environmental Law;
- (g) not do or permit to be done anything as a result of which any lease may be liable to forfeiture or otherwise be determined;

- (h) notify the Lender immediately upon the acquisition of any Secured Property;
- (i) permit the Lender, the Lender and any person nominated by any of them at all reasonable times with reasonable notice to enter any part of the Secured Property and view the state of it;
- (j) grant the Lender on request all reasonable facilities within the power of the Chargor to allow the Lender (or its lawyers) to carry out (at the Chargor's expense) investigations of title to the Secured Property and to make all enquiries in relation to any part of the Secured Property which a prudent mortgagee might carry out;
- (k) immediately upon demand by the Lender, provide the Lender with a report as to title of the Chargor to the Secured Property concerning those items which may properly be sought to be covered by a prudent mortgagee in a lawyer's report of this nature;
- (l) in respect of any Secured Property which is acquired after the date of this Deed, title to which is registered at the Land Registry or which is required to be so registered:
 - (i) give written notice of this Deed to the Land Registry and procure that notice of this Deed is clearly noted in the Register of Title for such Secured Property;
 - (ii) procure that no person is registered as proprietor of any such property under the Land Registration Acts 1925 to 2002 without the prior written consent of the Lender;
- (m) authorise the Lender to make any application which the Lender deems appropriate for the designation of this Deed and/or Finance Documents an exempt information document under rule 136 of the Land Registration Rules 2003 and use its best endeavours to assist with any such application made by or on behalf of the Lender; and
- (n) notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document, following its designation as an exempt information document and not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of such document as an exempt information document.

12 INVESTMENTS

12.1 Delivery of Documents

On the later of:

- (a) the date of this deed; and
- (b) the date of acquisition of those Investments or Related Rights, the Chargor shall:
 - (i) deliver to the Lender all certificates of title and other documents of title or evidence of ownership in respect of its Investments and the Related Rights; and
 - (ii) deliver to the Lender such transfer documents (with the transferee left blank) or any other documents as the Lender may require or otherwise request in respect of those Investments and Related Rights.

12.2 Dividends

Until any steps are taken to enforce the Security created by or under this deed the Chargor shall be entitled to receive and retain all dividends, distributions and other monies receivable in respect of its Investments and Related Rights.

12.3 Voting Rights

The Chargor shall not exercise its voting and other rights in respect of its Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Lender.

12.4 Payments

The Chargor shall make all payments which may become due and payable in respect of any of its Investments and Related Rights. If it fails to make any such payments, the Lender may, but shall not be obliged to, make such payment on behalf of the Chargor. Any sums so paid by the Lender shall be repayable by the Chargor to the Lender on demand and pending such repayment shall constitute part of the Secured Obligations.

12.5 Obligations

The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Investments and Related Rights and the Lender shall not be required to perform or fulfil any obligation of the Chargor in respect of any Investments or Related Rights.

12.6 Compliance with Notices

The Chargor shall comply with any notice served on it under the Companies Act 2006 or pursuant to the articles of association or any other constitutional document of any relevant entity in respect of or in connection with the Investments or Related Rights and will promptly provide to the Lender a copy of that notice.

12.7 Conversion

Immediately on conversion of any Investments or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Investments or Related Rights in an uncertificated form, the Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Lender may require in order to protect or preserve the Security intended to be created by this deed.

13 SECURITY POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this deed but has failed to do for a period of five Business Days after any of the Lender, any Receiver or any of their delegates or sub-delegates has issued notice to the Chargor requiring it to do so. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 13.

14 ENFORCEMENT OF SECURITY

14.1 When Security is Enforceable

On the occurrence of any Event of Default which is continuing, the Security created by and under this deed is immediately enforceable.

14.2 Acts of Enforcement

The Lender may, at its absolute discretion, at any time after the Security created by or under this deed is enforceable:

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

14.3 Right of Appropriation

To the extent that the Security created by this deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 ("**Regulations**"), the Lender shall have the right on giving prior notice to the Chargor, at any time after the Security becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Secured Assets shall be, in the case of cash, the amount of cash appropriated and, in the case of Investments, determined by the Lender by reference to any available publicly available market price in the absence of which by such other means as the Lender (acting reasonably) may select including, without limitation, an Independent valuation. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that any such determination by the Lender will constitute a valuation "in a commercially reasonable manner".

14.4 Statutory Powers - General

- (a) For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this deed.
- (b) Section 103 of the Law of Property Act 1925 and Section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this deed.

- (c) The statutory powers of leasing conferred on the Lender are extended so that, without the need to comply with any provision of Section 99 or Section 100 of the Law of Property Act 1925, the Lender is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

14.5 Contingencies

If the Lender enforces the Security constituted by or under this deed at a time when no amounts are due to it under the Finance Documents but at a time when amounts may or will become so due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

14.6 Mortgagee in Possession - No Liability

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable.

14.7 Redemption of Prior Mortgages

At any time after the Security created by or under this deed has become enforceable, the Lender may, at the sole cost of the Chargor (payable to the Lender on demand):

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

14.8 Investments – Following an Event of Default

- (a) If an Event of Default is continuing, the Chargor shall on request by the Lender:
 - (i) deliver to the Lender such stock transfer forms or other transfer documents as the Lender may require to enable the Lender or its nominee or nominees to be registered as the owner of, and to obtain legal and beneficial title to, the Investments and/or Related Rights referred to in such request;
 - (ii) provide to the Lender certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Lender may reasonably require;
 - (iii) procure that each such transfer is promptly registered by the relevant company or other entity;

- (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Investments and/or Related Rights, are delivered to the Lender in each case showing the registered holder as the Lender or its nominee or nominees (as applicable); and
 - (v) exercise all voting rights in respect of its Investments and Related Rights only in accordance with the instructions of the Lender.
- (b) At any time while an Event of Default is continuing, the Lender may complete any transfer documents held by it in respect of the Investments and/or Related Rights in favour of itself or such other person or nominee as it shall select.
 - (c) At any time after the Security created by or under this deed has become enforceable, the Lender and its nominee or nominees may sell all or any of the Investments or Related Rights of the Chargor (or any of them) in any manner permitted by law and on such terms as the Lender shall in its absolute discretion determine.
 - (d) If the Chargor receives any dividends, distributions or other monies in respect of its Investments and Related Rights at a time when the Lender has made a request under clause 14.8(a) or taken any steps under clause 14.2 to enforce Security created by or under this deed, the Chargor shall immediately pay such sums received directly to the Lender for application in accordance with clause 17 (*Application of Monies*) and shall hold all such sums on trust for the Lender pending payment of them to such account as the Lender shall direct.

15 RECEIVER

15.1 Appointment of Receiver

- (a)
 - (i) At any time after any Security created by or under this deed is enforceable, the Lender may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 14.2(c) (*Acts of Enforcement*).
 - (ii) At any time, if so requested in writing by the Chargor, without further notice, the Lender may appoint a Receiver to all or any part of the Secured Assets as if the Lender had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.
- (b) Any Receiver appointed under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver.
- (c) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:
 - (i) obtaining a moratorium, or

- (ii) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

15.2 Removal

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

15.3 Powers of Receiver

(a) General

- (i) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 15.3.
- (ii) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (iii) A Receiver of the Chargor has all the rights, powers and discretions of an administrative receiver under the Insolvency Act 1986.
- (iv) A Receiver may, in the name of the Chargor:
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

(b) Borrow money

A Receiver may raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed.

(c) Carry on business

A Receiver may carry on the business of the Chargor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such Authorisations as he considers in his absolute discretion appropriate.

(d) **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Secured Asset.

(e) **Delegation**

A Receiver may delegate his powers in accordance with clause 16 (*Delegation*).

(f) **Employees**

For the purposes of this deed, a Receiver as he thinks appropriate, on behalf of the Chargor or for itself as Receiver, may:

- (i) appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper; and
- (ii) discharge any such persons appointed by the Chargor.

(g) **Leases**

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

(h) **Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

(i) **Possession**

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

(j) **Protection of assets**

A Receiver may, in each case as he may think fit:

- (i) make and effect all repairs and insurances and do all other acts which the Chargor might do in the ordinary conduct of its business be they for the protection or for the improvement of the Secured Assets;
- (ii) commence and/or complete any building operations on the Secured Property or other Secured Asset; and

- (iii) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence.

(k) Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset.

(l) Sale of assets

A Receiver may sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit. Fixtures and any plant and machinery annexed to any part of the Secured Property may be severed and sold separately from the property containing them without the consent of the Chargor.

(m) Subsidiaries

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

(n) Deal with Secured Assets

A Receiver may, without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration. The Receiver may form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit.

(o) Voting rights

A Receiver may exercise all voting and other rights attaching to the Investments, Related Rights and stocks, shares and other securities owned by the Chargor and comprised in the Secured Assets in such manner as he may think fit.

(p) Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

(q) Acquire land

The Receiver may purchase or acquire any land and purchase, acquire or grant any interest in or right over land.

(r) Development

A Receiver may implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Secured Property and do all acts and things incidental to the Secured Property.

(s) Landlord's obligations

A Receiver may on behalf of the Chargor and without consent of or notice to the Chargor exercise all the powers conferred on a landlord or a tenant by the Landlord and Tenants Acts, the Rents Acts and Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Secured Property.

(t) Uncalled capital

A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital.

(u) Incidental matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 15.

15.4 Remuneration

The Lender may from time to time fix the remuneration of any Receiver appointed by it.

16 DELEGATION

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

16.2 The Lender and any Receiver will not be liable or responsible to the Chargor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

17 APPLICATION OF MONIES

- 17.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.
- 17.2 All monies received by the Lender or any Receiver under this deed shall be applied in accordance with the terms of the Intra-Group Facility Agreement and if applied in discharge of the Secured Obligations shall be applied to the Secured Obligations in such order as the Lender may determine.
- 17.3 The Lender and any Receiver may place any money received, recovered or realised pursuant to this deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Obligations.

18 REMEDIES AND WAIVERS

- 18.1 No failure to exercise, nor any delay in exercising, on the part of the Lender or any Receiver, any right or remedy under this deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this deed. No election to affirm this deed on the part of the Lender or any Receiver shall be effective unless it is in writing. 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. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.
- 18.2 A waiver given or consent granted by the Lender or any Receiver under this deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

19 PROTECTION OF THIRD PARTIES

- 19.1 No person (including a purchaser) dealing with the Lender or a Receiver or its or his agents has an obligation to enquire of the Lender, Receiver or others:
- (a) whether the Secured Obligations have become payable;
 - (b) whether any power purported to be exercised has become exercisable;
 - (c) whether any Secured Obligations or other monies remain outstanding;
 - (d) how any monies paid to the Lender or to the Receiver shall be applied; or
 - (e) the status, propriety or validity of the acts of the Receiver or the Lender.
- 19.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.
- 19.3 In clauses 19.1 and 19.2 "purchaser" includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

20 ADDITIONAL SECURITY

The Security created by or under this deed is in addition to and is not in any way prejudiced by any guarantee or security now or subsequently held by the Lender.

21 SETTLEMENTS CONDITIONAL

21.1 If the Lender (acting reasonably) believes that any amount paid by the Chargor or any other person in respect of the Secured Obligations is capable of being avoided or set aside for any reason, then for the purposes of this deed, such amount shall not be considered to have been paid.

21.2 Any settlement, discharge or release between the Chargor and the Lender shall be conditional upon no Security or payment to or for the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

22 SUBSEQUENT SECURITY

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Secured Assets it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Lender, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations.

23 SET-OFF

The Lender may, set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

24 NOTICES

Any communication under this deed or any other Security or Finance Document created by or under this deed, shall be made and given in accordance with the terms of clause 23 (*Notices*) of the Intra-Group Facility Agreement.

25 INVALIDITY

Clause 24 (*Invalidity of Provisions*) of the Intra-Group Facility Agreement shall apply to this deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this deed and any Security created by or under it.

26 ASSIGNMENT

The Lender may assign or otherwise transfer all or any part of its rights under this deed or any Security created by or under it in accordance with the terms of the Finance Documents.

27 RELEASES

27.1 Upon the expiry of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor:

- (a) its rights arising under this deed;
- (b) the Secured Assets from the Security created by and under this deed, and return all documents or deeds of title delivered to it under this deed.

28 CURRENCY CLAUSES

If a payment is made to the Lender under this deed in a currency ("**Payment Currency**") other than the currency in which it is expressed to be payable ("**Contractual Currency**"), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

29 CERTIFICATES AND DETERMINATIONS

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

30 COUNTERPARTS

This deed or any Finance Document entered into under or in connection with this deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this deed or any such Finance Document entered into under or in connection with this deed by e-mail attachment or telecopy shall be an effective mode of delivery.

31 GOVERNING LAW

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

32 ENFORCEMENT

32.1 Jurisdiction of English Courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or any non-contractual obligation arising out of or in connection with this deed) ("**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) This clause 32 is for the benefit of the Lender. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

33 CHARITY

33.1 The Secured Property is held by (or in trust for) the Chargor, a non-exempt charity, and this charge (or mortgage) is not one falling within Section 124(9) of the Charities Act 2011, so that the restrictions imposed by Section 124 of that Act apply.

33.2 By executing this deed, the Charity Trustees certify that:

- (a) the Chargor and the Charity Trustees have the power under the Chargor's trusts to effect this deed and that they have obtained and considered such proper written advice as is mentioned in section 124(2) of the Charities Act 2011; and
- (b) to the extent that any Secured Property includes unregistered land, the restrictions on dispositions imposed by sections 117-121 of the Charities Act apply, subject to section 117(3) of that Act.

33.3 Notwithstanding any of the other terms of this deed, the total liability of the Charity Trustees under this deed shall be limited to the aggregate value from time to time of the assets of the Chargor, save to the extent that any of the Charity Trustees has breached their duties as a trustee of the Chargor.

THIS DEBENTURE has been signed on behalf of the Lender and executed as a deed by the Chargor and is delivered on the date given at the beginning of this Debenture.

SCHEDULE 1

Property

Registered Land

Freehold/Leasehold	Country and District (or Address or Description London Borough)	Title Number
Freehold	Land on the south side of Cross Lanes, St Stephens, Launceston	CL219893
Freehold	Athelstan House, Priory Road, Bodmin PL31 2AE	CL319841
Leasehold	Blackwood House, Roskear, Camborne TR14 8BA	CL181892
Leasehold	22 Saltash Road, Callington PL17 7EF	CL181890
Leasehold	Woodland House, Woodland Road, St Austell PL25 4RA	CL181895
Leasehold	Headlands, Headland Road, Carbis Bay, St Ives TR26 2NT	CL181900
Leasehold	Mountford House, Cyril Road, Truro TR1 3TB	CL181898
Leasehold	111 Mount Wise, Newquay TR7 2BT	CL181887
Leasehold	Pengover House, Pengover Road, Liskeard (PL14 3EN)	CL181893
Leasehold	Redannick House, Redannick Lane, Truro TR1 2JP	CL181896
Leasehold	Land adjoining St Breock, Whiterock, Wadebridge PL27 7EB	CL184061

Leasehold	St Breock Home, Whiterock, Wadebridge PL27 7NN	CL181883
Leasehold	St Martins House, St Martins Crescent, Camborne TR14 7HJ	CL181894
Leasehold	The Green, Drump Road, Redruth TR15 1LU	CL181886
Leasehold	Trevarna, 4 Carlyon Road, St Austell PL25 4LD	CL181889
Leasehold	Trevarna, 4 Carlyon Road, St Austell	CL276778
Leasehold	72 Melvill Road, Falmouth TR11 4DD	CL181885
Leasehold	Trewartha House, Trewartha Estate, Carbis Bay, St Ives TR26 2TQ	CL181884

Unregistered Land

N/A

SCHEDULE 2

Occupational Leases

Part 1 - Form of Notice of Assignment

To: []

Dated: []

Dear Sirs

The lease described in the attached schedule (the Lease)

We hereby notify you that we have assigned to Sanctuary Affordable Housing Limited ("Lender") all our right, title and interest in and to the Lease (including all rental income and other monies payable under the Lease).

We hereby irrevocably and unconditionally authorise and instruct you:

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

Bank: []
Account number: []
Sort code: []

(the "Rent Account") or such other account as the Lender may specify from time to time.

We remain liable to perform all our obligations as landlord under the Lease and the Lender is under no obligation of any kind whatsoever under the Lease nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Lease.

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

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

Yours faithfully

for and on behalf of
Cornwall Care Limited

Schedule

[Description of Lease]

[Attach form of acknowledgment]

Part 2 - Form of Acknowledgement

To: Sanctuary Affordable Housing Limited
Sanctuary House
Chamber Court
Castle Street
Worcester
Worcestershire

To: Cornwall Care Limited ("**Chargor**")
Cornwall Care Health & Wellbeing Innovation Centre
Treliske
Truro
Cornwall
TR1 3FF

Dated: []

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

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

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

For and on behalf of
[Tenant]

SCHEDULE 3

Relevant Agreements

Part 1 - Form of Notice of Assignment

To: []

Dated: []

Dear Sirs

The agreement described in the attached schedule ("Agreement")

We hereby notify you that we have assigned to Sanctuary Affordable Housing Limited ("**Lender**") all our right, title and interest in and to the Agreement.

We hereby irrevocably and unconditionally authorise and instruct you that after you receive notice from the Lender that an Event of Default is continuing:

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

Bank: []

Account number:

[]

Sort code:

[]

or such other account as the Lender may specify from time to time.

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

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

Yours faithfully

for and on behalf of
Cornwall Care Limited

Schedule

Date	Parties	Description
[]	[]	[]

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Sanctuary Affordable Housing Limited
Sanctuary House
Chamber Court
Castle Street
Worcester
Worcestershire
WR1 3ZQ

To: Cornwall Care Limited ("**Chargor**")
Cornwall Care Health & Wellbeing Innovation Centre
Treliske
Truro
Cornwall

TR1 3FF Dated: []

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

- 1 we shall act in accordance with the Notice;
- 2 as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person; and
- 3 we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

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

For and on behalf of
[]

SCHEDULE 4

Relevant Policies

Part 1 - Form of Notice of Assignment

To: [insurer]

Dated: []

Dear Sirs

The insurance policies described in the attached schedule ("Relevant Policies")

We hereby notify you that we have assigned to Sanctuary Affordable Housing Limited ("**Lender**") all our right, title and interest in and to the Relevant Policies.

We hereby irrevocably and unconditionally authorise and instruct you that after you receive notice from the Lender that an Event of Default is continuing:

1. without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Lender relating to the Relevant Policies (or any of them); and
2. to pay all sums payable in respect of insurance directly into our account at:

Bank: []
Account number: []
Sort code: []

("Deposit Account") or such other account as the Lender may specify from time to time.

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

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

Yours faithfully

for and on behalf of
Cornwall Care Limited

Schedule

Date of Policy	Insured	Policy Type	Policy Number
[]	[]	[]	[]

[Attach form of acknowledgment]

Part 2 - Form of Acknowledgement

To: Sanctuary Affordable Housing Limited
Sanctuary House
Chamber Court
Castle Street
Worcester
Worcestershire
WR1 3ZQ

To: Cornwall Care Limited ("Chargor")
Cornwall Care Health & Wellbeing Innovation Centre
Treliske
Truro
Cornwall
TR1 3FF

Dated: []

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

- 1 there has been no amendment, waiver or release of any rights or interests in any Relevant Policy since the date of such policy;
- 2 we have noted the Lender's interest as mortgagee and first loss payee on each Relevant Policy;
- 3 we will not agree to any amendment, waiver or release of any provision of any Relevant Policy without the prior written consent of the Lender;
- 4 we shall act in accordance with the Notice;
- 5 as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in any Relevant Policy or the proceeds of any Relevant Policy in favour of any other person; and
- 6 we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to any Relevant Policy.

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

For and on behalf of
[insurance company]

SCHEDULE 5

Charged Accounts

Part 1 - Form of Notice of Charge

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

Account number: [] (Charged Account)
Sort code: []
Account holder: Sanctuary Student Properties Limited

We hereby notify you that we have charged by way of first fixed charge to [] ("Lender") all our right, title and interest in and to the monies from time to time standing to the credit of the Charged Account.

We hereby irrevocably and unconditionally authorise and instruct you after you receive notice from the Lender that an Event of Default is continuing:

- 1 to hold all monies from time to time standing to the credit of the Charged Account to the order of the Lender and accordingly to pay all or any part of those monies to the Lender (or as it may direct); and
- 2 to disclose to the Lender such information relating to us and the Charged Account as the Lender may from time to time request you to provide.

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

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

(whichever occurs first).

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

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

Yours faithfully

for and on behalf of **Cornwall Care Limited**

Countersigned for and on behalf of
the Lender:

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Sanctuary Affordable Housing Limited
Sanctuary House
Chamber Court
Castle Street
Worcester
Worcestershire
WR1 3ZQ

To: Cornwall Care Limited ("Chargor")
Cornwall Care Health & Wellbeing Innovation Centre
Treliske
Truro
Cornwall

TR1 3FF

Dated: []

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

We confirm that:

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

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

For and on behalf of
[account holding institution]

SIGNATORIES TO THE DEBENTURE

The Chargor

EXECUTED as a DEED by
CORNWALL CARE LIMITED
acting by two directors who
have been authorised by a
resolution passed in accordance
with Section 333 of the Charities Act
2011 to execute this deed for and on
behalf of the directors for the purposes
of the certificate contained in clause 33 of this deed

Director

[Redacted Signature]

Director

Ed Lunt
Board Member

[Redacted Signature]

The Charity Trustees

EXECUTED as a DEED

[Redacted Signature]

Ed Lunt

in the presence of: Board Member

)

)

)

Witness signature

[Redacted Signature]

Name (print)

SARAH ORME

Occupation

DIRECTOR

Address

[Redacted Address]

EXECUTED as a DEED

by _____

in the presence of:

Witness signature

SARAH GENE

Name (print)

Occupation

DIRECTOR

Address

The Lender

Executed as a deed by

SANCTUARY AFFORDABLE HOUSING
LIMITED

Authorized Signatory

Ed Lunt
Board Member

Craig Moulis
Chief Executive

ry

