



Registration of a Charge

Company name: **ST ANDREW'S HEALTHCARE**

Company number: **05176998**



X65Z7IWG

Received for Electronic Filing: **08/05/2017**

Details of Charge

Date of creation: **04/05/2017**

Charge code: **0517 6998 0011**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY TRUSTEE**

Brief description: **PROPERTY DESCRIPTION AND TITLE NUMBERS: 1) LAND AND BUILDINGS ON THE NORTH SIDE OF BEDFORD ROAD, NORTHAMPTON, TITLE NUMBER HN13183 2) NENE CENTRE, BEDFORD ROAD, NORTHAMPTON (NN4 7AD), TITLE NUMBER NN301886 3) LAND ON THE SOUTH SIDE OF DOGPOL LANE, STIRCHLEY, BIRMINGHAM, TITLE NUMBER WM904589 (FREEHOLD) 4) LAND LYING TO THE SOUTH WEST OF SOUTHWELL ROAD WEST, RAINWORTH, MANSFIELD, TITLE NUMBER NT431927 5) LAND ADJOINING CLARE HOUSE, POUND LANE, NORTH BENFLEET, TITLE NUMBER EX636235 6) REDVERS, POUND LANE, NORTH BENFLEET, WICKFORD (SS12 9JP), TITLE NUMBER EX450684 7) CLARE HOUSE, POUND LANE, BOWERS GIFFORD, BASILDON (SS13 2GD), TITLE NUMBER EX637089 8) CLIFTONVILLE MIDDLE SCHOOL (NOW KNOWN AS FITZROY HOUSE) CLIFTONVILLE ROAD NORTHAMPTON NN1 5BW, TITLE NUMBER NN262197**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5176998

Charge code: 0517 6998 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2017 and created by ST ANDREW'S HEALTHCARE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2017 .

Given at Companies House, Cardiff on 9th May 2017

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



Companies House



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

DATED 4 May 2017

(1) ST ANDREWS HEALTHCARE
(AS MORTGAGOR)

(2) BARCLAYS BANK PLC
(AS SECURITY TRUSTEE)

LEGAL MORTGAGE



Pinsent Masons

CONTENTS

1	INTERPRETATION	1
2	COVENANT TO PAY	3
3	GRANT OF SECURITY	3
4	PERFECTION OF SECURITY	4
5	UNDERTAKINGS BY THE MORTGAGOR	5
6	APPLICATION TO THE LAND REGISTRY	5
7	INSURANCES	5
8	COLLATERAL WARRANTIES	6
9	RESTRICTIONS AND FURTHER ASSURANCE	6
10	DEMAND AND ENFORCEMENT	7
11	RECEIVERS	8
12	APPLICATION OF MONEYS	9
13	POWER OF ATTORNEY	9
14	CONSOLIDATION	9
15	PROTECTION OF THIRD PARTIES	10
16	PROTECTION OF THE FINANCE PARTIES AND ANY RECEIVER	10
17	PROVISIONS RELATING TO THE SECURITY TRUSTEE	12
18	PRESERVATION OF SECURITY	12
19	RELEASE	14
20	MISCELLANEOUS PROVISIONS	14
21	GOVERNING LAW	15
22	ENFORCEMENT	15
	Schedule 1 - THE PROPERTY	16
	Schedule 2 - THE INSURANCES	17
	Schedule 3 - FORM OF NOTICE OF ASSIGNMENT OF INSURANCE	18
	Schedule 4 – COLLATERAL WARRANTIES	20

THIS DEED is made on

4 May

2017

BETWEEN:-

- (1) **ST ANDREW'S HEALTHCARE** a company limited by guarantee (Company number 05176998) and a registered charity (charity number 1104951) registered in England and Wales whose registered office is at Cliftonville Road, Northampton, Northamptonshire, NN1 5DG (the "Mortgagor"); and
- (2) **BARCLAYS BANK PLC** as agent and trustee for itself each of the Finance Parties (the "Security Trustee").

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed:-

"Charged Property"	means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Security Trustee by or pursuant to this Deed
"Collateral Warranties"	means the collateral warranties details of which are set out in Schedule 4 (<i>Collateral Warranties</i>)
"Default Rate"	means the rate of interest specified in, and calculated in accordance with, clause 11.3 of the Facility Agreement
"Facility Agreement"	means the revolving facility agreement dated on or about the date of this Deed made between, among others, the Mortgagor as Original Borrower, the Original Lenders referred to therein and the Security Trustee
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including trade and tenants' fixtures
"Insurances"	means all contracts and policies of insurance or assurance in force at any time in relation to the Charged Property as specified in 0 (<i>Insurances</i>)
"Land"	means any estate, right or interest or over land, whether legal or equitable, and wherever the land is situated, including any buildings and Fixtures on land, and the benefit of any covenants or rights owned to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes, "Land" excludes heritable property situated in Scotland
"LPA"	means the Law of Property Act 1925
"Planning Acts"	means the Town and Country Planning Act 1990, the Planning (Listed Building and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Local Government Planning and Land Act 1980 and any

subsequent legislation of a similar nature

"Plant and Machinery"

means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related authorisations, agreements and warranties at any time and from time to time in, on or affecting or relating to the Charged Property

"Receiver"

means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Related Rights"

means in relation to any Charged Property:-

- (a) the proceeds of sale of any part of the Charged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of the Charged Property

"Secured Liability"

means any liability expressed to be due, owing or payable by the Mortgagor under or in connection with any of the Finance Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (together the **"Secured Liabilities"**)

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period"

means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated

1.2 Incorporation of Terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clauses 1.1 to 1.3. of the Facility Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

1.4 Acknowledgement

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

1.5 Effect as a deed

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

1.6 Law of Property (Miscellaneous Provisions) Act 1989

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

1.7 Third party rights

1.7.1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

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

2. COVENANT TO PAY

2.1 Secured Liabilities

The Mortgagor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

The Mortgagor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) until payment (both before and after judgment) at the Default Rate.

3. GRANT OF SECURITY

3.1 Security

As a continuing security for payment of the Secured Liabilities the Mortgagor with full title guarantee:-

3.1.1 charges to the Security Trustee all its right, title and interest from time to time in and to each of the following:-

- (a) by way of first legal mortgage all Land described in Schedule 1 (*The Property*);
- (b) by way of first fixed charge:-
 - (i) all Land described in Schedule 1 (*The Property*) (to the extent not effectively charged by Clause 3.1.1(a));
 - (ii) all Plant and Machinery (to the extent not effectively charged by Clause 3.1.1(a)); and
 - (iii) all Related Rights in respect of the Charged Property;

3.1.2 assigns absolutely, subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities, all its right, title and interest from time to time in:

(a) the Insurances; and

(b) all Related Rights under or in connection with the Insurances; and

3.1.3 charges by way of first fixed charge:-

(a) the benefit of the Collateral Warranties; and

(b) all Related Rights under or in connection with the Collateral Warranties.

3.2 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Mortgagor shall hold it on trust for the Security Trustee.

3.3 Certificate

3.3.1 The Mortgagor hereby confirms that the Charged Property is held by it, that it is a non-exempt charity and that this Deed is not one falling within Section 124(9) of the Charities Act 2011 so that the restrictions imposed by Section 124 of the Charities Act 2011 will apply.

3.3.2 The directors of the Mortgagor, being the persons who have the general control and management of the Mortgagor's administration, certify that they have the power under the provisions establishing the Mortgagor as a charity and regulating its purposes and administration to effect this Deed and that they have obtained and considered such advice as is mentioned in Section 124(2) of the Charities Act 2011.

4. PERFECTION OF SECURITY

4.1 The Mortgagor must deliver notices of assignment in relation to the Insurances:-

4.1.1 on the date on which the assignment is granted, by issuing a notice in the form set out in **Schedule 3** (*Form of notice of assignment of Insurance*) addressed to the relevant insurer; and

4.1.2 if the Mortgagor renews, substitutes or replaces any Insurance, by issuing, on or within 5 Business Days of the date of the renewal, substitution or replacement, a notice in the form set out in **Schedule 3** (*Form of notice of assignment of Insurance*) addressed to the relevant insurer.

4.2 The Mortgagor shall use all reasonable endeavours to procure that each notice of assignment is acknowledged by the party to whom it is addressed.

4.3 The Mortgagor will deliver to the Security Trustee:-

4.3.1 a copy of each notice of assignment, within 5 Business Days of delivery to the relevant counterparty; and

4.3.2 a copy of each acknowledgment of a notice of assignment, within 5 Business Days of receipt from the relevant counterparty.

5. UNDERTAKINGS BY THE MORTGAGOR

5.1 Deposit of title documents

The Mortgagor will deposit with the Security Trustee:

- 5.1.1 all deeds and documents of title relating to the Charged Property, including without limitation all deeds and documents of title relating to the Land described in Schedule 1 (*The Property*); and
- 5.1.2 all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Mortgagor,

(each of which the Security Trustee shall be entitled to retain during the Security Period).

5.2 Payments without deduction

The Mortgagor shall calculate and make all payments under this Deed without (and free and clear of any deduction for) set-off or counterclaim.

6. APPLICATION TO THE LAND REGISTRY

The Mortgagor and the Security Trustee apply to the Land Registry for the following to be entered on to the registered title to any Land now or in the future owned by the Mortgagor:-

6.1.1 a restriction in the following terms:-

"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] [*date of charge*] in favour of Barclays Bank PLC referred to in the charges register (Form P)"; and

- 6.1.2 a notice that the Original Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents and the security created by the charge dated [] [*insert date*] in favour of Barclays Bank PLC has been created for the purpose of securing such further advances.

7. INSURANCES

7.1 The Mortgagor shall:-

- 7.1.1 deliver to the Security Trustee, promptly following execution of the same, such documents relating to the Insurances as the Security Trustee may reasonably require;
- 7.1.2 perform all its obligations under the Insurances in a diligent and timely manner; and
- 7.1.3 notify the Security Trustee of any breach of or default under an Insurance by it or any other party and any right that arises entitling it or any other party to terminate or rescind an Insurance, promptly upon becoming aware of the same.

7.2 The Mortgagor shall not, without the prior written consent of the Security Trustee:

- 7.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Insurance;
- 7.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Insurance; or

7.2.3 assign, transfer, charge or otherwise deal with or dispose of any Insurance or any of the Mortgagor's rights, title, interest and benefits in, to and in respect of any Insurances,

except as permitted by the terms of the Finance Documents.

7.3 While no Event of Default is continuing, the Mortgagor may exercise all its rights in respect of the Insurances to which it is a party including receiving and exercising all rights relating to proceeds of those Insurances to the extent permitted pursuant to the terms of the Finance Documents.

8. COLLATERAL WARRANTIES

8.1 The Mortgagor shall:-

8.1.1 perform all its obligations under the Collateral Warranties in a diligent and timely manner; and

8.1.2 notify the Security Trustee of any breach of or default under a Collateral Warranty by it or any other party and any right that arises entitling it or any other party to terminate or rescind a Collateral Warranty, promptly upon becoming aware of the same.

8.2 The Mortgagor shall not, without the prior written consent of the Security Trustee:

8.2.1 amend, supplement, supersede or waive any provision (or agree to do to any of the foregoing) of any Collateral Warranty;

8.2.2 exercise any right to rescind, cancel, terminate or release any counterparty from any obligations (or agree to do to any of the foregoing) in respect of any Collateral Warranty; or

8.2.3 assign, transfer, charge or otherwise deal with or dispose of any Collateral Warranty or any of the Mortgagor's rights, title, interest and benefits in, to and in respect of any Collateral Warranty,

except as permitted by the terms of the Finance Documents.

8.3 While no Event of Default is continuing, the Mortgagor may exercise all its rights in respect of the Collateral Warranties including receiving and exercising all rights relating to proceeds of those Collateral Warranties to the extent permitted pursuant to the terms of the Finance Documents.

9. RESTRICTIONS AND FURTHER ASSURANCE

9.1 Security

The Mortgagor shall not:

9.1.1 create or permit to subsist any Security over any Charged Property except as permitted by clause 24.11 (*Negative pledge*) of the Facility Agreement; or

9.1.2 do anything else prohibited by clause 24.11 (*Negative pledge*) of the Facility Agreement.

9.2 Disposal

The Mortgagor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted by clause 24.12 (*Disposals*) of the Facility Agreement.

9.3 Further assurance

The Mortgagor shall promptly do whatever the Security Trustee requires:-

9.3.1 to perfect or protect the Security created or expressed to be created by this Deed, or its priority; or

9.3.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

10. DEMAND AND ENFORCEMENT

10.1 Enforcement

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

10.1.1 the occurrence of an Event of Default which is continuing; or

10.1.2 any request being made by the Mortgagor to the Security Trustee for the appointment of a Receiver or an administrator, or for the Finance Parties to exercise any other power or right available to them.

10.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Security Trustee may (without prejudice to any other rights and remedies and without notice to the Mortgagor) do all or any of the following:-

10.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions imposed by sections 103 or 109(1) of the LPA;

10.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA; and

10.2.3 subject to Clause 11.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property.

10.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 10.2 (*Powers on enforcement*), the Security Trustee or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

10.4 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Trustee, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Security Trustee shall have taken possession or appointed a Receiver of the Charged Property.

10.5 Delegation

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit.

11. RECEIVERS

11.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Security Trustee under this Deed shall be in writing under the hand of any officer or manager of the Security Trustee (subject to any requirement for a court order in the case of the removal of an administrative receiver).

11.2 Removal

The Security Trustee may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

11.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 11.3.1 of the Security Trustee under this Deed;
- 11.3.2 conferred by the LPA on mortgagees in possession and on Receivers appointed under the LPA;
- 11.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 11.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and
- 11.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

11.4 Receiver as agent

The Receiver shall be the agent of the Mortgagor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Mortgagor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Security Trustee.

11.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

11.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Security Trustee and the maximum rate specified in section 109(6) of the LPA shall not apply.

12. APPLICATION OF MONEYS

All sums received by virtue of this Deed and/or any other Transaction Security Documents by the Security Trustee or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 12.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by the Security Trustee as agent for the Finance Parties and/or as trustee in relation to the Transaction Security Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full or other person entitled to it;
- 12.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Security Trustee or any Receiver;
- 12.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Intercreditor Agreement; and
- 12.1.4 **fourthly**, in the payment of the surplus (if any), to the Mortgagor or any other person entitled to it,

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

13. POWER OF ATTORNEY

13.1 Appointment

The Mortgagor irrevocably and by way of security appoints:-

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

severally as the Mortgagor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Mortgagor, which the Mortgagor could be required to do or execute under any provision of this Deed, or which the Security Trustee in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling the Security Trustee or the Receiver to exercise any of its rights or powers under this Deed.

13.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 13.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 13.1 (*Appointment*).

14. CONSOLIDATION

14.1 Combination of accounts

In addition to any general lien, right to combine accounts, right of set-off or other right which it may at any time have, the Security Trustee and each Finance Party may at any time an Event of Default is continuing, without notice to the Mortgagor, combine or consolidate all or any accounts which it then has in relation to the Mortgagor (in whatever name) and any Secured Liabilities owed by the Mortgagor to it, and/or set-off or transfer any amounts standing to the credit of one or more

accounts of the Mortgagor in or towards satisfaction of any Secured Liabilities owed it on any other account or otherwise.

14.2 Application

The Security Trustee's and each Finance Party's rights under Clause 14.1 (*Combination of accounts*) apply:-

- 14.2.1 whether or not any demand has been made under this Deed, or any liability concerned has fallen due for payment;
- 14.2.2 whether or not any credit balance is immediately available or subject to any restriction;
- 14.2.3 irrespective of the currencies in which any balance or liability is denominated, and the Security Trustee and the relevant Finance Party may, for the purpose of exercising its rights, elect to convert any sum or liability in one currency into any other at its spot rate applying at or about 11.00am on the date of conversion; and
- 14.2.4 in respect of any Secured Liabilities owed by the Mortgagor, however arising.

15. PROTECTION OF THIRD PARTIES

15.1 Statutory powers

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

15.2 Purchasers

No purchaser from or other person dealing with the Security Trustee, any person to whom it has delegated any of its powers, or the Receiver, shall be concerned:-

- 15.2.1 to enquire whether any of the powers which the Security Trustee or a Receiver have exercised has arisen or become exercisable;
- 15.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 15.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

15.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Trustee, any Receiver or any person to whom any of them have delegated any of their powers.

16. PROTECTION OF THE FINANCE PARTIES AND ANY RECEIVER

16.1 No liability

None of the Security Trustee, the other Finance Parties, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or

damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

16.2 No mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Security Trustee, any Receiver or any of their respective officers or employees liable:-

16.2.1 to account as mortgagee in possession;

16.2.2 for any loss on realisation; or

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

and if and whenever the Security Trustee or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

16.3 Indemnity

The Mortgagor shall indemnify and keep indemnified the Security Trustee, each other Finance Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

16.3.1 any act or omission by any of them in relation to all or any of the Charged Property;

16.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;

16.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

16.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

16.3.5 any breach by the Mortgagor of any of its covenants or other obligations to the Security Trustee or any other Finance Party,

except in the case of gross negligence or wilful misconduct on the part of that person.

16.4 Interest

The Mortgagor shall pay interest at the Default Rate on the sums payable under this Clause 16 (*Protection of the Finance Parties and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

16.5 Indemnity out of the Charged Property

The Security Trustee, the other Finance Parties, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 16.3 (*Indemnity*).

16.6 Continuing protection

The provisions of this Clause 16 (*Protection of the Finance Parties and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

17. PROVISIONS RELATING TO THE SECURITY TRUSTEE

17.1 Powers and discretions

The rights, powers and discretions given to the Security Trustee in this Deed:-

- 17.1.1 may be exercised as often as and in such manner as, the Security Trustee thinks fit;
- 17.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 17.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

17.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years.

18. PRESERVATION OF SECURITY

18.1 Continuing Security

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

18.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Security Trustee or any other Finance Party may have now or at any time in the future for or in respect of any of the Secured Liabilities.

18.3 Waiver of Defences

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

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

18.4 Immediate Recourse

The Mortgagor waives any right it may have of first requiring the any Finance Party to proceed against or enforce any other rights of Security or claim payment from any person before claiming from the Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

18.5 Appropriations

During the Security Period each Finance Party may:-

- 18.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 12 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Mortgagor shall not be entitled to the same; and
- 18.5.2 hold in an interest-bearing suspense account any moneys received from the Mortgagor on or account of the Secured Liabilities.

18.6 New Accounts

If the Security Trustee or any other Finance Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of the Mortgagor, it may close the current account or accounts and/or open a new account or accounts for the Mortgagor. If the Security Trustee or any other Finance Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by a Mortgagor to the that Finance Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

18.7 Tacking

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

18.8 Deferral of Mortgagor's rights

During the Security Period and unless the Security Trustee otherwise directs, the Mortgagor shall not exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed:-

- 18.8.1 to receive or claim payment from, or be indemnified by an Obligor;
- 18.8.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Finance Documents;
- 18.8.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the any Finance Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- 18.8.4 to exercise any right of set-off against any Obligor; and/or
- 18.8.5 to claim or prove as a creditor of any Obligor in competition with any Finance Party.

19. RELEASE

19.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, the Security Trustee shall, or shall procure that its appointees will, at the request and cost of the Mortgagor:-

19.1.1 release the Charged Property from this Deed; and

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

19.2 Reinstatement

If the Security Trustee considers that any amount paid or credited to any Finance Party under any Finance Document (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

19.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

19.2.2 the liability of the Mortgagor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

19.3 Consolidation

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

20. MISCELLANEOUS PROVISIONS

20.1 Severability

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

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

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

20.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Finance Documents (including any increase in the amount of the Secured Liabilities).

20.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, 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. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

20.4 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.

21. **GOVERNING LAW**

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

22. **ENFORCEMENT**

22.1 **Jurisdiction of English Courts**

22.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

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

22.1.3 This Clause 22.1 (*Jurisdiction of English Courts*) is for the benefit of the Finance Parties and Secured Parties only. As a result, no Finance Party or 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 Finance Parties and Secured Parties may take concurrent proceedings in any number of jurisdictions.

Executed and delivered as a deed on the date appearing at the beginning of this Deed.

SCHEDULE 1
THE PROPERTY

Property Description	Title Numbers
Land and buildings on the North side of Bedford Road, Northampton	HN13183
Nene Centre, Bedford Road, Northampton (NN4 7AD)	NN301886
Land on the south side of Dogpool Lane, Stirchley, Birmingham	WM904589 (Freehold)
Land lying to the South West of Southwell Road West, Rainworth, Mansfield	NT431927
Land adjoining Clare House, Pound Lane, North Benfleet	EX636235
Redvers, Pound Lane, North Benfleet, Wickford (SS12 9JP)	EX450684
Clare House, Pound Lane, Bowers Gifford, Basildon (SS13 2GD)	EX637089
Cliftonville Middle School (now known as Fitzroy House) Cliftonville Road Northampton NN1 5BW	NN262197

SCHEDULE 2

THE INSURANCES

POLICY NUMBER: 135/CH02/LK806758/0

INSURERS:	ZURICH INSURANCE PLC	65%
	ALLIED WORLD ASSURANCE COMPANY (EUROPE) LTD	25%
	RSA GROUP	10%

SCHEDULE 3

FORM OF NOTICE OF ASSIGNMENT OF INSURANCE

To be printed on the headed notepaper of the Mortgagor

To: [Insert name and address of relevant insurer]

Date: []

Dear Sirs,

[DESCRIPTION OF RELEVANT INSURANCE POLIC[Y][IES] INCLUDING POLICY NUMBER] (THE "POLIC[Y][IES]") [refer to an attached schedule if there are a number of policies]

1. We give you notice that we have entered into a legal mortgage dated [] in favour of Barclays Bank PLC (the "Security Trustee") (the "Legal Mortgage").
2. We give you notice that, pursuant to the terms of the Legal Mortgage, we have assigned to the Security Trustee by way of security all of our rights, title, interest and benefits in to or in respect of the Polic[y][ies] including the benefit of all claims and returns of premiums in respect thereof to which we are or may at any time become entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - 3.1 note the Security Trustee (in its capacity as Security Trustee) on [each of] the Polic[y][ies];
 - 3.2 promptly inform the Security Trustee, without further approval from us, of any default in the payment of any premium or failure to renew [the][any] Policy;
 - 3.3 advise the Security Trustee promptly of any proposed cancellation of [the][any] Policy and in any event at least 30 days before the cancellation is due to take place;
 - 3.4 if the insurance cover under [the][any] Policy is to be reduced or any insured risks are to be restricted, advise the Security Trustee at least 30 days before the reduction or restriction is due to take effect; and
 - 3.5 disclose to the Security Trustee, without further approval from us, such information regarding the Polic[y][ies] as the Security Trustee may from time to time request and to send it copies of all notices issued by you under the Polic[y][ies].
4. Following the Security Trustee's notification to you that the security created by the Legal Mortgage has become enforceable:-
 - 4.1 all payments and claims under or arising from the Polic[y][ies] are to be made to the Security Trustee to such account (or to its order) as it may specify in writing from time to time;
 - 4.2 all remedies provided for in the Polic[y][ies] or available at law or in equity are to be exercisable by the Security Trustee; and
 - 4.3 all rights to compel the performance of the Polic[y][ies] are to be exercisable by the Security Trustee.

5. With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Polic[y][ies] (including all rights to compel performance) belong to and are exercisable by the Security Trustee.
6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Security Trustee.
7. By countersigning this letter, you confirm that:-
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of [the][any] Policy shall be effective unless you have given the Security Trustee 30 days written notice of it or, if it is not possible to comply with such notification to the Security Trustee in accordance with the provisions of the [relevant] Policy, the notice will be provided to the Security Trustee in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Security Trustee's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with [the][any] Policy.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please acknowledge receipt of this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter directly to the Security Trustee at Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London, E14 4BB marked for the attention of Head of EME Loans Agency.

Yours faithfully,

for and on behalf of
[MORTGAGOR]

Acknowledged:

.....

For and on behalf of

[Name of insurer]

SCHEDULE 4

COLLATERAL WARRANTIES

Description of warranty	Parties	Date
Collateral warranty in relation to the building contract	<ol style="list-style-type: none"> 1. Galliford Try Construction Limited 2. St Andrew's Healthcare 3. St Andrews Property Management Limited 	15 October 2014
Collateral Warranty in relation to appointment of employer's agent/project manager/CDM co-ordinator	<ol style="list-style-type: none"> 4. Turner & Townsend Project Management Limited 5. St Andrews Property Management Limited 6. St Andrew's Healthcare 	28 January 2014
Collateral warranty in relation to appointment of architect	<ol style="list-style-type: none"> 1. P+HS Architects Limited 2. St Andrews Property Management Limited 3. St Andrew's Healthcare 	28 January 2014
Collateral warranty in relation to appointment of heritage architect	<ol style="list-style-type: none"> 1. Robert Adams Architects 2. St Andrews Property Management Limited 3. St Andrew's Healthcare 	28 January 2014
Collateral warranty in relation to appointment of civil and structural engineer	<ol style="list-style-type: none"> 1. Scott White and Hookins Limited 2. St Andrews Property Management Limited 3. St Andrew's Healthcare 	28 January 2014

EXECUTED as a DEED by
ST ANDREW'S HEALTHCARE

[REDACTED]

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)
)
)
)
(Signature)

Address:

Occupation: GENERAL COUNSEL

We

and

MARTIN F.S. BELL

[illegible]

Signature of a charity trustee

Signature of a charity trustee

THE SECURITY TRUSTEE

SIGNED for and on behalf of
BARCLAYS BANK PLC

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