

MR01

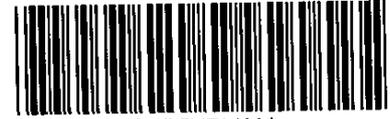
Particulars of a charge

19750 / £23
laserform



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www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'



A16 *A7GWZLH4* #152
19/10/2018
COMPANIES HOUSE

What this form is for
You may use this form to register a charge created or evidenced by an instrument.

What this form is NOT for
You may not use this form to register a charge where the instrument is not a charge. Use form MR02.

FRIDAY

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number: 0 0 5 6 8 1 1 6
Company name in full: The Raphael Medical Centre Limited

For official use
→ **Filling in this form**
Please complete in typescript or in bold black capitals.
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d₁ d₂ m₁ m₀ y₂ y₀ y₁ y₈

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name: Macquarie Euro Limited as security agent and security trustee for the Secured Parties (as defined in the accompanying copy instrument)

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	All present and future freehold or leasehold land including, but not limited to, the freehold land comprising Swanborough House, BN2 5PH (title no. ESX206833) pursuant to clause 3 and as further described in Schedule 2: Part 1 and Part 2 and all Intellectual Property pursuant to clause 3 of the accompanying copy instrument	
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ①	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
	Please sign the form here.	
Signature	Signature X <i>Simmons & Simmons LLP</i> X (CSY) 17/10/18 This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Amanda Gardam (012376-00350)

Company name
Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country United Kingdom

DX DX Box No 12 Chancery Lane London

Telephone 020 7825 4815



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 568116

Charge code: 0056 8116 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th October 2018 and created by RAPHAEL MEDICAL CENTRE LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th October 2018.

DX

Given at Companies House, Cardiff on 26th October 2018



Companies House



EXECUTION VERSION

Dated: 12 OCTOBER 2018

Security Agreement

between

The Persons Listed in Schedule 1

as *Original Chargors*

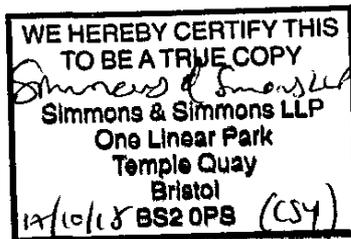
and

Macquarie Euro Limited

as Security Agent

relating to

a £25,000,000 secured term loan for the acquisition of
Glenside Care Group Limited



Simmons & Simmons

Simmons & Simmons LLP CityPoint One Ropemaker Street London EC2Y 9SS United Kingdom
T +44 20 7628 2020 F +44 20 7628 2070 DX Box No 12

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THIS DEED is dated 12 October 2018

and made

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*Original Parties*), as chargors (the "Original Chargors"); and
- (2) **MACQUARIE EURO LIMITED** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) Each Chargor is entering into this Deed in connection with the Finance Documents and as a condition precedent to the Utilisation Date.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

In this Deed, terms defined in the Intercreditor Agreement or the Senior Term Facility Agreement (as applicable) have the same meaning in this Deed unless given a different meaning and:

"Additional Chargor" means a person who becomes a Chargor by executing a Deed of Accession.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Borrower" means The Raphael Hospital Development Limited.

"Charged Property" means all of the assets of a Chargor which from time to time are, or are expressed to be, subject to the Transaction Security.

"Chargor" means an Original Chargor or any Additional Chargor.

"Deed of Accession" means a document substantially in the form of Schedule 11 (*Form of Deed of Accession*).

"Delegate" means any delegate or sub delegate appointed under Clause 20 (*Delegation*).

"Enforcement Event" means an Event of Default occurs and is continuing under (and as defined in) the Senior Term Facility Agreement.

"Existing Security Agreement" means the security agreement dated 25 August 2017 between Macquarie Bank Limited, London Branch as security agent and the Initial Chargors, as acceded to by Glenside Care Group Limited and Glenside Manor Healthcare Services Limited on 25 August 2017.

“Existing Supplemental Mortgage” means the supplemental mortgage dated 11 December 2017 between Macquarie Bank Limited, London Branch as security agent and The Raphael Medical Centre Limited as chargor.

“Existing Transaction Security” means the Security created by either of the Existing Security Agreement and the Existing Supplemental Mortgage.

“Initial Chargors” means The Raphael Hospital Holdings Limited, The Raphael Hospital Development Limited, The Raphael Medical Centre Limited and ABI Supported Living Ltd.

“Intellectual Property” means:

- (A) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and
- (B) the benefit of all applications and rights to use such assets of a Chargor (which may now or in the future subsist).

“Intercreditor Agreement” means the intercreditor agreement dated 25 August 2017 between, amongst others, the Parent, the Borrower and the Security Agent.

“Investments” means any securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit), warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments now or in the future owned by a Chargor or (to the extent of its interest) in which it now or in the future has any interest.

“LPA” means the Law of Property Act 1925.

“Mortgaged Property” means any freehold or leasehold property (whether registered or unregistered) included in the definition of Charged Property.

“Parent” means The Raphael Hospital Holdings Limited.

“Party” means a party to this Deed.

“Receiver” means a receiver, receiver or manager or administrative receiver of the whole or any part of the Charged Property.

“Secured Liabilities” means all present and future moneys, debts, liabilities and obligations due, owing or incurred by any Obligor to the Secured Parties on any account whatsoever (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).

“Secured Party” means a Finance Party, a Receiver or any Delegate.

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

“Senior Term Facility Agreement” means the £25,000,000 facility agreement dated 25 August 2017 and made between, amongst others, The Raphael Hospital Development Limited as borrower, Macquarie Bank Limited, London Branch as arranger, original lender,

agent and security agent as amended and restated on or about the date of this Deed and as may be further amended, restated, supplemented or novated from time to time.

"Supplemental Mortgage" means a document substantially in the form of Schedule 12 (*Form of Supplemental Mortgage*).

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to this Deed, a Deed of Accession or a Supplemental Mortgage or any document entered into pursuant to Clause 7.2(A)(2).

1.2 Construction

- (A) Any reference in this Deed 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, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility under that Finance Document or other agreement or instrument.
- (B) The other provisions of Clause 1.2 (*Construction*) of the Senior Term Facility Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.
- (C) A reference in this Deed to the singular includes the plural and vice versa.
- (D) Unless a contrary indication appears, a reference in this Deed to "Charged Property" includes any part of that Charged Property and the proceeds of that Charged Property.
- (E) Each of the undertakings given by a Chargor in this Deed remain in force from the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) until the end of the Security Period.
- (F) Each representation and warranty expressed to be made by a Chargor in this Deed is made by a Chargor on the date of this Deed (or, if it becomes a Party later, the date it becomes a Party) and is deemed to be repeated on each day during the Security Period by reference to the facts and circumstances then existing.

1.3 Existing Transaction Security

- (A) Each Chargor and the Security Agent agree and acknowledge that, notwithstanding any other provision of this Deed:
 - (1) for so long as the Existing Transaction Security has not been released or discharged (or otherwise cancelled, set aside or avoided):
 - (a) the Transaction Security is subject to and ranks behind the Existing Transaction Security, notwithstanding that the Transaction Security is expressed to be first ranking; and
 - (b) any obligation on the Chargors to deposit deeds, documents of title and evidence of ownership in relation to the Charged Property shall be satisfied as a result of each Chargor's compliance with the corresponding obligations to deposit such deeds, documents of title and evidence of ownership in relation to the Charged Property under the Existing Transaction Security; and

- (2) if the Existing Transaction Security is subsequently released or discharged (or otherwise cancelled, set aside or avoided):
 - (a) the Transaction Security shall be first ranking Security without the need for any further action on the part of any Chargor or the Security Agent; and
 - (b) the Security Agent shall be deemed to hold all deeds, documents of title and evidence of ownership in relation to the Charged Property which were delivered in relation to the Existing Transaction Security in accordance with the terms of this Deed.
- (B) For the avoidance of doubt, the Security Agent consents to the creation and subsistence of the Transaction Security for the purposes of the Existing Transaction Security and confirms that the creation and subsistence of the Transaction Security shall not constitute or otherwise cause a breach of the Existing Transaction Security and no Default shall arise from the failure by any Chargor to comply with the terms of the Existing Transaction Security as a result of the creation and/or subsistence of the Transaction Security.

1.4 **Disposition of property**

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

1.5 **Third party rights**

- (A) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.
- (B) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (C) Any Receiver or Delegate may, subject to this Clause 1.5 and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.6 **Intercreditor Agreement**

This Deed is subject to the Intercreditor Agreement. If there is a conflict between the provisions of this Deed and the Intercreditor Agreement, the provisions of the Intercreditor Agreement will prevail.

2. **Covenant to Pay**

Each Chargor shall pay each of the Secured Liabilities when due, or if they do not specify a time, on demand.

3. **Creation of Security**

3.1 **Security generally**

All the Transaction Security:

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

3.2 **Land**

(A) Each Chargor charges:

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property, including the freehold or leasehold property specified in Schedule 2 (*Mortgaged Property*); and
- (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use that property.

(B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:

- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Investments**

(A) Each Chargor charges by way of a first fixed charge all of its rights and interests in its Investments (including any of the shares in any of the companies specified in Schedule 3 (*Investments*)).

(B) A reference in this Deed to any mortgage or charge of any Investments includes:

- (1) any dividend or interest paid or payable in relation to it;

- (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (3) any right against any clearance system in relation to it; and
- (4) any right under any custodian or other agreement in relation to it.

3.4 **Contracts**

- (A) Each Chargor assigns absolutely by way of security to the Security Agent all of its rights and interests in, to and under all the agreements or documents specified in Schedule 4 (*Assigned Contracts*) or to any other agreements designated as such from time to time by the Chargor party thereto and the Security Agent (the "Assigned Contracts").
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and 3.4(B), each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If a Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (1) that Chargor shall notify the Security Agent immediately;
 - (2) unless the Security Agent otherwise requires, that Chargor shall, and each other Chargor shall ensure that the Chargor will use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (3) that Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 **Bank accounts**

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any specified in Schedule 5 (*Bank Accounts*)) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

3.6 **Book debts etc.**

- (A) Each Chargor assigns absolutely by way of security to the Security Agent all of its rights and interests in, to and under:
 - (1) all of its book and other debts;

- (2) all other moneys due and owing to it (including, but not limited to, monies owed to it by another Chargor or member of the Group); and
 - (3) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A)(1) and Clause 3.6(A)(2).
- (B) To the extent that any such right or interest described in Clause 3.6(A) is not capable of assignment, the assignment of that right or interest purported to be effected by Clause 3.6(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or interest or be awarded or entitled to in respect of that right or interest.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.6(A) or 3.6(B), each Chargor charges by way of first fixed charge all of its rights and interests in, to and under each book debt.

3.7 Insurances

- (A) Each Chargor assigns absolutely by way of security to the Security Agent:
- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts or policies of insurance.
- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.7(A) or 3.7(B), each Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 Plant and machinery

Each Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Schedule 6 (*Plant and Machinery*)), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.9 Intellectual Property

Each Chargor charges by way of first fixed charge all its Intellectual Property (including any specified in Schedule 7 (*Intellectual Property*)).

3.10 Authorisations

Each Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Pension fund

Each Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 Goodwill

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

3.13 Uncalled capital

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

3.14 Floating charge

- (A) Each Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by each Chargor pursuant to Clause 3.14(A) is a “qualifying floating charge” for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to a Chargor pursuant to that paragraph.
- (D) The Security Agent may convert the floating charge created by this Deed or any Deed of Accession over all or any of the Charged Property into a fixed charge by notice to the relevant Chargor specifying the relevant Charged Property (either specifically or generally):
- (1) on the occurrence of an Enforcement Event; and/or
 - (2) if, in the reasonable opinion of the Security Agent, the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) If:
- (1) a Chargor takes any step to create any Security in breach of Clause 6.1 (*Negative Pledge*) over any of the Charged Property not subject to a mortgage or fixed charge;
 - (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor; or
 - (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,
- the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

4. **Continuing Security**

4.1 **Continuing Security**

The Transaction Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate partial payment or discharge of the Secured Liabilities.

4.2 **Additional Security**

The Transaction Security:

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

5. **Further Assurance**

- (A) Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):
 - (1) to perfect the Security created or intended to be created by the Transaction Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of Transaction Security) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Finance Documents or by law;
 - (2) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security conferred or intended to be conferred by or pursuant to the Transaction Security; and/or
 - (3) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.
- (B) Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Transaction Security.
- (C) Any document required to be executed by a Chargor under Clauses 5(A) and 5(B) above will be prepared at the cost of that Chargor.

6. **Restrictions on Dealing**

6.1 **Negative pledge**

No Chargor shall create or permit to subsist any Security over any Charged Property, nor do anything which is prohibited by Clause 23.15 (*Negative pledge*) of the Senior Term Facility Agreement except as permitted by the Senior Term Facility Agreement.

6.2 **Disposals**

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Senior Term Facility Agreement.

7. **Land**

7.1 **The Land Registry**

In the case of a Chargor's existing freehold or leasehold property, that Chargor shall promptly:

- (A) and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
- (B) submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
- (C) submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further loans or advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
- (D) pay all appropriate registration fees.

7.2 **Acquisitions**

- (A) If a Chargor acquires any freehold or leasehold property after the date of this Deed, the Chargor shall:
 - (1) notify the Security Agent immediately;
 - (2) promptly if requested to do so by the Security Agent (and in any event within 10 Business Days of such request) and at the cost of the relevant Chargor, execute and deliver to the Security Agent a Supplemental Mortgage of that freehold or leasehold property together with such constitutional documents, corporate authorisations and other matters as the Security Agent may require to verify that such document constitutes that Chargor's legal, valid, binding and enforceable obligations;
 - (3) if title to that freehold or leasehold property is registered at the Land Registry or is required to be so registered:

- (a) promptly and in any event within any applicable priority period, apply to the Land Registry for first registration of that freehold or leasehold property (where that freehold or leasehold property is not already registered at the Land Registry) and registration of that Chargor as the registered proprietor of that freehold or leasehold property;
 - (b) promptly and in any event within any applicable priority period, apply to the Land Registry to register the Security created or expressed to be created by the Transaction Security;
 - (c) promptly and in any event within any applicable priority period, apply to the Land Registry submit to the Land Registry a duly completed form RX1 in which the Chargor applies for a restriction in the form specified by the Security Agent to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security;
 - (d) promptly submit to the Land Registry a duly completed form CH2 in which the Chargor applies for a note of an obligation to make further advances to be entered on the register of title to that freehold or leasehold property in respect of the Security created or expressed to be created by the Transaction Security; and
 - (e) promptly pay all appropriate registration fees.
- (B) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over it, that Chargor shall not be required to perform that obligation unless and until it has obtained the landlord's consent. The relevant Chargor shall use its reasonable endeavours to obtain the landlord's consent.

7.3 **Deposit of title deeds**

Each Chargor shall deposit with the Security Agent all deeds and documents of title relating to any Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of that Chargor.

7.4 **Title Information Document**

On completion of the registration of any Security in respect of its Mortgaged Property, each Chargor shall promptly supply to the Security Agent a certified copy of the title information document issued by the Land Registry.

7.5 **Power to remedy**

Each Chargor shall permit the Security Agent and/or any of its representatives, agents or contractors, when the Security Agent reasonably believes that a Default has occurred or might reasonably be expected to occur, to enter any Mortgaged Property and to take any steps which it believes necessary in relation to that Mortgaged Property. Each Chargor shall immediately on demand by the Security Agent pay the reasonable costs and expenses of the Security Agent, its representatives, agents or contractors incurred in connection with any action taken under this Clause.

8. **Investments**

8.1 **Certificated Investments**

Each Chargor on the date of this Deed (or in the case of any certificated Investments acquired after the date of this Deed, as soon as possible after that acquisition):

- (A) shall promptly deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to its Investments; and
- (B) shall promptly take any action and execute and deliver to the Security Agent any share transfer or other document which may reasonably be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to its Investments; this includes:
 - (1) delivering executed share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank; and
 - (2) procuring that those share transfers are registered by the issuer of the Investments and that share certificates in the name of the transferee are delivered to the Security Agent.

8.2 **Changes to rights**

No Chargor may (except to the extent permitted by the Senior Term Facility Agreement) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Investments being issued.

8.3 **Calls**

- (A) Each Chargor shall pay all calls or other payments due and payable in respect of its Investments.
- (B) If a Chargor fails to do so within the time specified by the terms of an Investment, the Security Agent may, but is not obliged to, pay the calls or other payments in respect of any Investment on behalf of the Chargor. Each Chargor shall immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 8.3.

8.4 **Other obligations in respect of Investments**

- (A) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any Investments.
- (B) The Security Agent is not obliged to:
 - (1) perform any obligation of a Chargor;
 - (2) make any payment;
 - (3) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or

- (4) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under the Transaction Security,

in respect of any Investments.

8.5 Voting rights before enforcement

- (A) Subject to Clause 8.6 (*Voting rights after enforcement*), a Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments as it thinks fit provided that the exercise of such rights is not, and will not facilitate, a breach of the Senior Term Facility Agreement.
- (B) If the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) shall exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing provided that the exercise of such rights is not, and will not facilitate, a breach of the Senior Term Facility Agreement. The Security Agent (or that nominee) shall execute any form of proxy or other document which a Chargor may reasonably require for this purpose.
- (C) Subject to Clause 8.6 (*Voting rights after enforcement*), all dividends or other income or distributions paid or payable in relation to any Investments shall be paid in accordance with the provisions of the Finance Documents.

8.6 Voting rights after enforcement

- (A) Following the occurrence of an Enforcement Event, the Security Agent or its nominee may exercise or refrain from exercising:
 - (1) any voting rights; and
 - (2) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by that Chargor.

- (B) To the extent that the Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable.
- (C) Each Chargor shall indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of Investments on the direction of the Chargor.

8.7 Clearance systems

- (A) Each Chargor shall, if so requested by the Security Agent:
 - (1) instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system; and

- (2) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.
- (B) Without prejudice to the rest of this Clause the Security Agent may, at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary.

8.8 **Custodian arrangements**

Each Chargor shall:

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

9. **Intellectual Property**

- (A) Each Chargor shall:
 - (1) preserve and maintain the subsistence and validity of the Intellectual Property necessary for its business;
 - (2) use reasonable endeavours to prevent any infringement in any material respect of its Intellectual Property;
 - (3) make registrations and pay all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property;
 - (4) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of its Intellectual Property or imperil its right to use such property; and
 - (5) not discontinue the use of its Intellectual Property.
- (B) Each Chargor shall promptly, if requested to do so by the Security Agent, sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property (including the United Kingdom Trade Marks Register) which either record the existence of the Transaction Security or the restrictions on disposal imposed by the Transaction Security.

10. **Book Debts**

10.1 **Book Debts**

- (A) Each Chargor shall get in and realise its:
 - (1) securities to the extent held by way of temporary investment;
 - (2) book and other debts and other moneys owed to it; and

(3) royalties, fees and income of any nature owed to it,

in the ordinary course of its business.

(B) Promptly following the occurrence of an Enforcement Event, each Chargor shall:

(1) hold the proceeds of the getting in and realisation (until payment into an account in accordance with paragraph (2) below but subject always to the Security created or expressed to be created by the Transaction Security) on trust for the Security Agent; and

(2) except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into the account designated from time to time by the Security Agent.

10.2 Notices of charge or assignment

(A) If required by the Security Agent after the occurrence of an Enforcement Event, each Chargor shall serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contracts/Book Debts*) on each debtor in respect of a book debt.

(B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 10.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contracts/Book Debts*).

(C) With respect to any intra group loan or other intercompany claim between one Chargor (as creditor/lender) and another Chargor (as borrower/debtor), each Chargor which is a borrower or debtor in respect of such intra group loan or inter company claim acknowledges (by signing this Deed or, as applicable, a Deed of Accession) that (i) this Agreement shall constitute notice of the assignment by way of security over such intra group loan or intercompany claim by the relevant Chargor which is the creditor/lender in respect of that loan or claim and (ii) it has received notice of this assignment by way of security.

11. Bank Accounts

11.1 Withdrawals

(A) No Chargor shall withdraw any moneys (including interest) standing to the credit of:

(1) the Holding Account or the Mandatory Prepayment Account other than:

(a) with the prior consent of the Security Agent; or

(b) in accordance with the terms of the Senior Term Facility Agreement;

(2) any other account after the occurrence of an Enforcement Event without the prior consent of the Security Agent.

(B) The Security Agent (or a Receiver) may withdraw amounts standing to the credit of a Chargor's accounts (and any other account specified in the relevant Part of the Schedule to the Deed of Accession by which it became a Party) after the occurrence of an Enforcement Event or, in the case of the Holding Account and the

Mandatory Prepayment Account, at any time in accordance with the terms of the Senior Term Facility Agreement.

11.2 Notices of charge

- (A) If required by the Security Agent, each Chargor serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*), on each bank or financial institution at which a Chargor maintains any of its accounts.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 11.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 8 (*Notice to Bank Holding an Account*).

12. Assigned Contracts

12.1 Documents

Each Chargor shall promptly deliver to the Security Agent executed originals of all Assigned Contracts as now in effect and as requested by the Security Agent and shall promptly deliver such other documents relating to the Assigned Contracts as the Security Agent reasonably requires.

12.2 No variation etc.

No Chargor shall:

- (A) amend, vary or waive (or agree to amend, vary or waive) any provision of any Assigned Contract, exercise any right to rescind, cancel or terminate any Assigned Contract or release any counterparty from any obligations under any Assigned Contract;
- (B) waive any breach by any counterparty to an Assigned Contract or consent to any act or omission which would otherwise constitute such a breach of an Assigned Contract; or
- (C) novate, transfer or assign any of its rights under any Assigned Contract.

12.3 Breach

Each Chargor shall notify the Security Agent of any breach of or default under an Assigned Contract by it or any other party and any right of it or any other party arising to terminate or rescind an Assigned Contract promptly on becoming aware of the same.

12.4 Information

Each Chargor shall promptly provide the Security Agent with any information it reasonably requires in relation to any Assigned Contract.

12.5 Rights

- (A) Subject to the rights of the Security Agent under Clause 12.5(B), each Chargor shall diligently pursue its rights under each of its Assigned Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.

- (B) Following the occurrence of an Enforcement Event, the Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Assigned Contracts.

12.6 Notices of charge or assignment

- (A) Each Chargor shall, where the Security Agent requests, serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract/Book Debts*) on each counterparty to an Assigned Contract on, as applicable, the date of this Deed or the date of the relevant Deed of Accession or, in the case of any Assigned Contract not in existence at that time, on the date the relevant Assigned Contract is entered into.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 12.6(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 9 (*Notice to Counterparty to Assigned Contract/Book Debts*).

13. Plant and Machinery

13.1 Maintenance

Each Chargor shall keep its plant and machinery in good repair and in good working order and condition.

13.2 Nameplates

Each Chargor shall take any action which the Security Agent may reasonably require to evidence the interest of the Security Agent in its plant and machinery; this includes fixing a nameplate on its plant and machinery in a prominent position stating that:

- (A) the plant and machinery is charged in favour of the Security Agent; and
- (B) the plant and machinery must not be disposed of without the prior consent of the Security Agent unless permitted under the Senior Term Facility Agreement.

14. Insurances

14.1 Rights

- (A) Subject to the rights of the Security Agent under Clause 14.1(B), each Chargor shall diligently pursue its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default.
- (B) The Security Agent may exercise (without any further consent or authority on the part of a Chargor and irrespective of any direction given by any Chargor) any of the rights of a Chargor in connection with any amounts payable to it under any of its Insurances.
- (C) Each Chargor shall take such steps (at its own cost) as the Security Agent may require to enforce those rights; this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor.

- (D) Each Chargor shall hold any payment received by it under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest on trust for the Security Agent.

14.2 Notices of charge or assignment

- (A) Each Chargor shall serve a notice of charge or assignment, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*) on each of its insurers on, as applicable, the date of this Deed or the date of the relevant Deed of Accession or, in the case of any insurer and insurance policy not in existence at that time, on the date the relevant insurance policy with that insurer is entered into.
- (B) Each Chargor shall use reasonable endeavours to ensure that each person referred to in Clause 14.2(A) acknowledges receipt of that notice, substantially in the applicable form as set out in Schedule 10 (*Notice to Insurers*).

15. **Enforcement**

15.1 When enforceable

The Transaction Security shall be immediately enforceable if an Enforcement Event occurs.

15.2 Power of sale

The statutory powers of sale, of appointing a receiver and the other powers conferred on mortgagees by Section 101 of the LPA (*Powers incident to estate or interest of mortgagee*) as varied and extended by this Deed shall arise on the date of this Deed.

15.3 Section 103 of the LPA

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

15.4 Section 93 of the LPA

Section 93 of the LPA (*Restriction on consolidation of mortgages*) shall not apply to this Deed.

15.5 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver or Delegate shall be liable, by reason of entering into possession of any Charged Property, to account as mortgagee in possession for any loss on realisation of or for any default or omission for which a mortgagee in possession might be liable.

15.6 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA except that Section 103 of the LPA (*Regulation of exercise of power of sale*) shall not apply to this Deed.

15.7 No duty to enquire

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

- (A) whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (B) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (C) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (D) as to the application of any money borrowed or raised.

15.8 Protection to purchasers

All the protection to purchasers contained in Sections 104 (*Conveyance on sale*) and 107 (*Mortgagee's receipts, discharges etc.*) 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 Agent, any Receiver or any Delegate.

15.9 Financial collateral arrangements

- (A) To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "Regulations") apply to any Charged Property, the Security Agent shall have the right to appropriate any Charged Property which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities.
- (B) The value of any Charged Property appropriated in accordance with this Clause 15.9 shall be:
 - (1) in the case of cash, the amount of the cash appropriated;
 - (2) in the case of any Investments, their market value as determined by the Security Agent by reference to a public index, independent valuation or by such other process as the Security Agent may select (acting reasonably); and
 - (3) each Chargor shall within three Business Days of demand by the Security Agent pay the reasonable costs and expenses of the Security Agent, its representatives, agents or contractors incurred in connection with any action taken under this Clause.
- (C) Each Chargor agrees that the method of valuation provided for in this Clause 15.9 is commercially reasonable for the purposes of the Regulations.

16. Receiver

16.1 Appointment of receiver

- (A) The Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Charged Property if:

- (1) an Enforcement Event occurs; or
 - (2) requested to do so by the Chargor.
- (B) Any appointment under Clause 16.1(A) may be by deed, under seal or in writing under hand.

16.2 **Removal**

The Security Agent may by writing under hand remove any Receiver appointed by it and may appoint a new Receiver in place of any Receiver whose appointment it may have terminated.

16.3 **Remuneration**

The Security Agent may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys received by it as Receiver. The maximum rate specified in section 109(6) of the LPA shall not apply to this Deed.

16.4 **Agent of Chargor**

- (A) Any Receiver will be deemed to be the agent of the Chargor for all purposes. Each Chargor alone is responsible for all contracts, engagements, acts, omissions, defaults, remuneration and all other costs, losses and expenses of a Receiver and for liabilities incurred by a Receiver.
- (B) No Secured Party will incur any liability (either to a Chargor or any other person) by reason of its appointment of a Receiver or for any other reasons.

16.5 **Security Agent's rights**

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Agent, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Property.

17. **Powers of Receiver**

17.1 **General**

- (A) A Receiver has all of the rights, powers and discretions set out below in this Clause 17 in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or an administrative receiver under the Insolvency Act 1986.
- (B) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

17.2 **Possession**

A Receiver may take immediate possession of, get in and collect any Charged Property.

17.3 **Carry on business**

A Receiver may carry on the business of a Chargor in any manner he thinks fit.

17.4 **Employees**

(A) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.

(B) A Receiver may discharge any person appointed by a Chargor.

17.5 **Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Charged Property either in priority to the Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he thinks fit.

17.6 **Sale of assets**

(A) A Receiver may sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms which he thinks fit.

(B) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

(C) Fixtures, other than fixtures of any landlord or of any tenant under a Lease Document, may be severed and sold separately from the property containing them without the consent of a Chargor.

17.7 **Leases**

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

17.8 **Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of a Chargor or relating in any way to any Charged Property.

17.9 **Legal actions**

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

17.10 **Receipts**

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

17.11 **Subsidiaries**

A Receiver may form a Subsidiary of a Chargor and transfer to that Subsidiary any Charged Property.

17.12 **Delegation**

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

17.13 **Lending**

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

17.14 **Protection of assets**

A Receiver may:

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

in each case as he thinks fit.

17.15 **Other powers**

A Receiver may:

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

18. **Power of Attorney**

18.1 **Appointment**

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

- (A) to do anything which that Chargor is obliged to do under any Finance Document; and

- (B) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Property or under any Finance Document, the LPA or the Insolvency Act 1986.

18.2 **Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause 18.

19. **Tacking**

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

20. **Delegation**

20.1 **Delegate and sub-delegates**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

20.2 **Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) as the Security Agent or any Receiver thinks fit.

20.3 **Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to a Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

21. **Preservation of Security**

21.1 **Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of a Chargor or any security for those obligations or otherwise) is made by the Security Agent in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under the Transaction Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.

21.2 **Waiver of defences**

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

- (A) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (B) the release of any other Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

- (C) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (D) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Chargor or any other person;
- (E) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security;
- (F) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (G) any insolvency or similar proceedings.

21.3 Immediate recourse

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

21.4 Appropriations

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

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

21.5 Deferral of Chargor's rights

Until all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under the Transaction Security:

- (A) to be indemnified by a Chargor or any other person;
- (B) to claim any contribution from any other guarantor of a Chargor's obligations under the Finance Documents;
- (C) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of

any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

- (D) to bring legal or other proceedings for an order requiring any Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any other Finance Document;
- (E) to exercise any right of set-off against any Chargor or other person; and/or
- (F) to claim or prove as a creditor of any Chargor or other person in competition with any Secured Party.

If a Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Chargors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

22. **Borrower as Agent**

- 22.1 Each Chargor irrevocably appoints the Borrower to execute on its behalf any Deed of Accession by which an Additional Chargor becomes a Party and pursuant to which the Chargors agree to all matters provided for in the Deed of Accession.
- 22.2 Each Chargor agrees that any Deed of Accession executed by the Borrower pursuant to Clause 22.1 shall be binding on the Chargor to the same extent as if the Chargor had executed such a Deed of Accession itself and agrees to do all such other acts or things, and execute all such other documents and deeds, as the Borrower may require to evidence that fact.

23. **Enforcement Expenses**

23.1 **Enforcement expenses**

Each Chargor shall, within three Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Security Agent, any Secured Party, any Receiver or any Delegate in connection with the enforcement of or the preservation of any right under the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing those rights.

23.2 **VAT**

Clause 14.7 (*VAT*) of the Senior Term Facility Agreement shall also apply to any amount payable under a Finance Document to any Receiver or Delegate with all necessary changes.

24. **Changes to the Parties**

24.1 **Assignments and transfer by the Chargors**

No Chargor may assign any of its rights or transfer any of its rights or obligations under the Transaction Security.

24.2 **Assignment and transfer by the Secured Parties**

Any Secured Party may assign any of its rights or transfer any of its rights or obligations under the Transaction Security to any person to which it is permitted to assign its rights or transfer any of its rights or obligations to under the terms of the Senior Term Facility Agreement (or, in the case of the Security Agent, to any successor or replacement Security Agent appointed in accordance with the terms of the Intercreditor Agreement).

25. **Payments**

25.1 **Payments**

All payments by a Chargor under the Transaction Security (including damages for its breach) shall be made in the currency in which the relevant amount is denominated, or if different, is payable and to such account, with such person and such other manner as the Security Agent may direct.

25.2 **Continuation of accounts**

- (A) At any time if any subsequent Security affects any Charged Property or a petition is presented or resolution passed in relation to the winding-up of a Chargor, any Secured Party may open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (B) If a Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred.
- (C) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce any Secured Liabilities.

25.3 **Order of distributions**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in the exercise of their rights under the Transaction Security shall be applied in the order contemplated by clause 17 (*Application of Proceeds*) of the Intercreditor Agreement.

25.4 **No set-off by Chargors**

All payments to be made by a Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

26. **Release of Security**

26.1 **Release**

At the end of the Security Period the Security Agent shall at the request and cost of the Chargors, take whatever action is necessary to release the Charged Property from the Security created by or expressed to be created by the Transaction Security (including, but not limited to, the delivery of a deed of release and the re-assignment of any Charged Property which has been assigned by way of security).

26.2 **Retention**

If the Security Agent considers that any amount paid or credited to it under a Finance Document is capable of being avoided or otherwise set aside, that amount shall not be

considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

27. **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.

28. **Governing Law**

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

29. **Enforcement**

29.1 **Jurisdiction**

- (A) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligations arising out of or in connection with this Deed) (a "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 29.1 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1 : THE ORIGINAL CHARGORS

Name of Chargor	Jurisdiction of Incorporation or Establishment	Registration Number
The Raphael Hospital Holdings Limited	England and Wales	10769154
The Raphael Hospital Development Limited	England and Wales	10769092
The Raphael Medical Centre Limited	England and Wales	00568116
ABI Supported Living Ltd	England and Wales	09759874
Glenside Care Group Limited	England and Wales	07505006
Glenside Manor Healthcare Services Limited	England and Wales	04678337

SCHEDULE 2 : MORTGAGED PROPERTY

Address	Post Code	Use	Freehold/ Leasehold	Title/Title Number	Registered Proprietor
PART 1: THE RMC PROPERTIES					
SWANBOROUGH HOUSE SITE					
Swanborough House	BN2 5PH	Residential Neurobehavioural hospital	Freehold	ESX206833	The Raphael Medical Centre Limited
COLDHARBOUR LANE SITE					
Hollanden Park, Coldharbour Lane	TN11 9LE	Primary site, incorporating Tobias House (specialist neurorehabilitation), and SCU (specialist mental health unit)	Freehold	K485606	The Raphael Medical Centre Limited
Hollanden Park, Coldharbour Lane	TN11 9LE	Primary site, Incorporating Tobias House (specialist neurorehabilitation), and SCU (specialist mental health unit)	Freehold	K544323	The Raphael Medical Centre Limited
Hollanden Park, Coldharbour Lane	TN11 9LE	Primary site, incorporating Tobias House (specialist neurorehabilitation), and SCU (specialist mental health unit)	Freehold	K547929	The Raphael Medical Centre Limited
Hollanden Park, Coldharbour Lane	TN11 9LE	To be redeveloped to accommodate patients	Freehold	K739653	The Raphael Medical Centre Limited
Hollanden Park, Coldharbour Lane	TN11 9LE	Primary site, incorporating Tobias House (specialist neurorehabilitation), and SCU (specialist mental health unit)	Freehold	K633032	The Raphael Medical Centre Limited
4 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	K720744	The Raphael Medical Centre Limited
5 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	K720741	The Raphael Medical Centre Limited
7 Raphael Court, Coldharbour Lane	TN11 9LF	Acute neurorehabilitation	Leasehold	K603704	The Raphael Medical Centre Limited
SHERIDAN					
Flat 6 Sheridan Court, Tonbridge Road, Hildenborough	TN11 9BS	Staff accommodation	Leasehold	K123498	The Raphael Medical Centre Limited
Flat 1 Sheridan Court, Tonbridge Road, Hildenborough	TN11 9BS	Staff accommodation	Leasehold	K131869	The Raphael Medical Centre Limited
Flat 8 Sheridan Court, Tonbridge Road, Hildenborough	TN11 9BS	Staff accommodation	Leasehold	K673689	The Raphael Medical Centre Limited
Land at the rear of 8 Sheridan Court, Tonbridge Road, Hildenborough,	TN11 9BS	Staff accommodation	Freehold	K482051	The Raphael Medical Centre Limited

Tonbridge					
PART 2: THE OPERATIONAL PROPERTIES					
SWANBOROUGH HOUSE SITE					
[Operational Leases to be granted in favour of RMC and charged over all properties.]					
60 Swanborough Drive	BN2 5PH	Community houses, allowing simulated independent living	Leasehold	Unregistered	The Raphael Medical Centre Limited
62 Swanborough Drive	BN2 5PH	Community houses, allowing simulated independent living	Leasehold	Unregistered	The Raphael Medical Centre Limited
3 Sadler Way	BN2 5PL	Community houses, allowing simulated independent living	Leasehold	Unregistered	The Raphael Medical Centre Limited
COLDHARBOUR LANE SITE					
[Operational Leases to be granted over 16 sites at Coldharbour Lane in favour of RMC and charges over all properties]					
1 St Michael's Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
2 St Michael's Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
3 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
6 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
7 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
8 St Michael Court, Coldharbour Lane	TN11 9LD	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
10 St Michael Court, Coldharbour Lane	TN11 9LD	long stay neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
1 Raphael Court, Coldharbour Lane	TN11 9LF	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
3 Raphael Court, Coldharbour Lane	TN11 9LF	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
5 Raphael Court, Coldharbour Lane	TN11 9LF	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
8 Raphael Court, Coldharbour Lane	TN11 9LE	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
9 Raphael Court, Coldharbour Lane	TN11 9LE	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
10 Raphael Court, Coldharbour Lane	TN11 9LF	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
11 Raphael Court,	TN11 9LF	Acute neurorehabilitation	Leasehold	Unregistered	The Raphael

Coldharbour Lane					Medical Centre Limited
14 Raphael Court, Coldharbour Lane	TN11 9LF	long stay neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
16 Raphael Court, Coldharbour Lane	TN11 9LF	long stay neurorehabilitation	Leasehold	Unregistered	The Raphael Medical Centre Limited
PART 3: GLENSIDE PROPERTIES					
GLENSIDE SITE					
Melbury House, 82 Albert Road, Farnborough	GU14 6SL	Residential home	Freehold	HP677577	Glenside Manor Healthcare Services Limited
Newlands, Warminster Road, South Newton, Salisbury	SP2 0QD	Residential home	Freehold	WT129687	Glenside Manor Healthcare Services Limited
Glenside Manor, Warminster Road, South Newton, Salisbury	SP2 0QD	Residential home	Freehold	WT248945	Glenside Manor Healthcare Services Limited
Newton House, Warminster Road, South Newton, Salisbury	SP2 0QD	Residential home	Freehold	WT116927	Glenside Manor Healthcare Services Limited

SCHEDULE 3 : INVESTMENTS

Chargor	Investment
The Raphael Hospital Holdings Limited	1 ordinary share of £1 in The Raphael Hospital Development Limited
The Raphael Hospital Development Limited	435,000 ordinary shares of £1 each in The Raphael Medical Centre Limited
The Raphael Medical Centre Limited	1 A share of £1 in ABI Supported Living Ltd
The Raphael Hospital Development Limited	Upon acquisition, The Raphael Hospital Development Limited shall hold 850,000 A ordinary shares of £0.01 each, 30,000 B ordinary shares of £0.01 each, 105,000 C ordinary shares of £0.01 and 22,600,575 D ordinary shares of £0.00001 each in Glenside Care Group Limited
Glenside Care Group Limited	100 Ordinary Shares of £1 in Glenside Manor Healthcare Services Limited
Glenside Care Group Limited	2 Ordinary A Shares of £1 in Glenside Manor Healthcare Services Limited

SCHEDULE 4 : ASSIGNED CONTRACTS

Date	Description	Parties
25 August 2017	The Acquisition Agreement (as defined in the Senior Term Facility Agreement)	The Sellers (as therein defined) and The Raphael Hospital Development Limited (as buyer)

SCHEDULE 5 : BANK ACCOUNTS

Chargor	Name of Bank	Account Number	Sort Code
The Raphael Medical Centre Limited	National Westminster Bank plc	65151208	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	16359887	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	69036527	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	78082277	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	78030935	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	69030189	55-70-13
The Raphael Medical Centre Limited	National Westminster Bank plc	550/00/81000154	N/A
Glenside Manor Healthcare Services Limited	National Westminster Bank plc	47282827	54-41-19
Glenside Manor Healthcare Services Limited	National Westminster Bank plc	14412130	54-41-19
Glenside Care Group Limited	National Westminster Bank plc	47282533	54-41-19

SCHEDULE 7 : INTELLECTUAL PROPERTY

For patents:

NONE.

For registered trade marks:

NONE.

For registered designs:

NONE.

For domain names:

Proprietor	Domain Name	Expiry Date
Glenside Manor Healthcare Services Limited	glensidemanor.co.uk	13 April 2020
Glenside Manor Healthcare Services Limited	glensidehospital.co.uk	4 June 2020
Glenside Manor Healthcare Services Limited	glensidecaregroup.com	8 September 2020
Glenside Manor Healthcare Services Limited	glensidecaregroup.co.uk	8 September 2020
Glenside Manor Healthcare Services Limited	glensidecare.co.uk	25 November 2020
Glenside Manor Healthcare Services Limited	glenside-care.com	25 November 2020
Glenside Manor Healthcare Services Limited	glenside-care.co.uk	25 November 2020
Glenside Manor Healthcare Services Limited	Glensidecare.com	25 November 2020

For copyright, unregistered trade marks and unregistered designs:

NONE.

SCHEDULE 8 : NOTICE TO BANK HOLDING AN ACCOUNT

To: [Account Bank]

Address: [•]

[Date]

Dear Sirs and Madams,

This letter constitutes notice to you that under a security agreement dated [•] (the "Security Agreement") between [•] as chargor] [each of the companies listed at the end of this notice] and [Macquarie Euro Limited] as Security Agent (the "Security Agent") we have charged by way of first fixed charge in favour of the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our rights in respect of any amount standing to the credit of:

[insert details of relevant bank account[s]]

, (the "Account[s]") and the debts represented by those Account[s].

We irrevocably instruct and authorise you to:

- (A) disclose to the Security Agent any information relating to the Account[s] requested from you by the Security Agent;
- (B) [comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent¹]; and
- (C) [following written notice to you from the Security Agent that an Enforcement Event has occurred for the purposes of the Security Agreement, comply with the terms of any written notice or instruction relating to the Account[s] received by you from the Security Agent²].

Following written notice to you from the Security Agent that an Enforcement Event has occurred for the purposes of the Security Agreement, we are not permitted to withdraw any amount from the Account[s] without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from each Chargor or enquiry by you.

The instructions in this notice may not be revoked or amended without the prior written consent of the Security Agent.

The Security Agreement is in addition to, supplements and (for so long as it remains in place) ranks behind the security agreement dated 25 August 2017 between Macquarie Bank Limited, London Branch as security agent and The Raphael Hospital Holdings Limited, The Raphael Hospital Development Limited, The Raphael Medical Centre Limited and ABI Supported Living Ltd as chargors, as acceded to by Glenside Care Group Limited and Glenside Manor Healthcare Services Limited on 25 August 2017 (the "Existing Security Agreement"), notice of which was provided to you on 25 August 2017 (the "Existing Notice"). The Existing Security Agreement remains in full force and effect on the date of this notice but we note for completeness that the Security Agent under the Existing Security Agreement has been replaced with Macquarie Euro

¹ Use this option where the accounts in question are the Mandatory Prepayment Account or the Holding Account.

² Use this option for all other accounts.

Limited (contact details of which are the same as set out in the Existing Notice for the previous Security Agent).

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

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

.....

For and on behalf of
[•]
as Chargor

.....

{For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor

.....

For and on behalf of
[•]
as Chargor]

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and confirm that we:

- (A) will accept the instructions contained in the notice and agree to comply with the notice;
- (B) have not received notice of the interest of any third party in the Account[s];
- (C) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Account[s]; and
- (D) following written notice from the Security Agent that an Enforcement Event has occurred for the purposes of the Security Agreement, we will not permit any amount to be withdrawn from the Account[s] without the prior written consent of the Security Agent.

.....

For and on behalf of
[Account Bank]

Date:

SCHEDULE 9 : NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT/BOOK DEBTS

To: [Counterparty]

Address: [•]

[Date]

Dear Sirs and Madams,

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor] [each of the companies listed at the end of this notice and [Macquarie Euro Limited] as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to [describe agreement, including any agreement creating any book debts] (the "Agreement")

We will remain liable under the Agreement to perform all the obligations assumed by us under the Agreement. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Agreement.

We will be entitled to exercise all of its rights, powers and discretions under the Agreement, and you should continue to give notices under the Agreement to us, unless and until you receive notice from the Security Agent to the contrary. In this event, all the rights, powers and discretions under the Agreement will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed not to amend, waive or vary any provision of or terminate the Agreement without the prior consent of the Security Agent.

We confirm that you may comply with the instructions in this letter without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions.

The Security Agreement is in addition to, supplements and (for so long as it remains in place) ranks behind the security agreement dated 25 August 2017 between Macquarie Bank Limited, London Branch as security agent and The Raphael Hospital Holdings Limited, The Raphael Hospital Development Limited, The Raphael Medical Centre Limited and ABI Supported Living Ltd as chargors, as acceded to by Glenside Care Group Limited and Glenside Manor Healthcare Services Limited on 25 August 2017 (the "Existing Security Agreement"), notice of which was provided to you on 25 August 2017 (the "Existing Notice"). The Existing Security Agreement remains in full force and effect on the date of this notice but we note for completeness that the Security Agent under the Existing Security Agreement has been replaced with Macquarie Euro Limited (contact details of which are the same as set out in the Existing Notice for the previous Security Agent).

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

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

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

[On duplicate]

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

.....
For and on behalf of
[Counterparty]

Date:

SCHEDULE 10 : NOTICE TO INSURERS

To: [Insurers]

Address: [•]

[Date]

Dear Sirs and Madams,

This letter constitutes notice to you that under a security agreement dated [•] between [[•] as chargor] [each of the companies listed at the end of this notice] and [Macquarie Euro Limited] as Security Agent (the "Security Agent") we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and any contract of insurance taken out with you by or on behalf of us or under which we have a right to claim (the "Insurances").

1. All moneys payable by you to each Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by each Chargor, unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent.
2. Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:
 - (A) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
 - (B) (despite any policy term to the contrary) to the extent that insurers accept liability to Indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Security Agent.
3. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by English law.

The Security Agreement is in addition to, supplements and (for so long as it remains in place) ranks behind the security agreement dated 25 August 2017 between Macquarie Bank Limited, London Branch as security agent and The Raphael Hospital Holdings Limited, The Raphael Hospital Development Limited, The Raphael Medical Centre Limited and ABI Supported Living Ltd as chargors, as acceded to by Glenside Care Group Limited and Glenside Manor Healthcare Services Limited on 25 August 2017 (the "Existing Security Agreement"), notice of which was provided to you on 25 August 2017 (the "Existing Notice"). The Existing Security Agreement remains in full force and effect on the date of this notice but we note for completeness that the Security Agent under the Existing Security Agreement has been replaced with Macquarie Euro Limited (contact details of which are the same as set out in the Existing Notice for the previous Security Agent).

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

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

.....
For and on behalf of
[•]
as Chargor

[On duplicate]

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

.....
For and on behalf of
[Insurers]

Date:

SCHEDULE 11 : FORM OF DEED OF ACCESSION

THIS DEED is dated [•]

and made

BETWEEN:

- (1) [•] (registered number [•]) (the "Additional Chargor");
- (2) **THE RAPHAEL HOSPITAL DEVELOPMENT LIMITED** (for itself and as agent for each of the other Chargors under and as defined in the Security Agreement referred to below (the "Borrower"); and
- (3) **MACQUARIE EURO LIMITED** (the "Security Agent" which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Additional Chargor is a [wholly-owned] Subsidiary of the Borrower.
- (B) The Borrower has entered into a security agreement dated [•] (the "Security Agreement") between the Borrower, the other Chargors under and as defined in the Security Agreement and the Security Agent.
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Security Agreement. The Additional Chargor will also, by execution of a separate instrument, become a party to the Intercreditor Agreement as a Debtor (as therein defined).
- (D) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 Construction

The other provisions of Clauses 1.2 (*Construction*) and 1.3 (*Existing Transaction Security*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 Designation

This Deed is a Finance Document.

2. Accession

With effect from the date of this Deed, the Additional Chargor:

- (A) will become a party to the Security Agreement as a Chargor;

- (B) will make all of the representations and warranties set out in the Security Agreement which are expressed to be made by a Chargor; and
- (C) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

3. **Creation of Security**

3.1 **Security generally**

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

- (A) is created in favour of the Security Agent;
- (B) is created over the present and future assets of the Additional Chargor;
- (C) is security for the payment of all the Secured Liabilities; and
- (D) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 **Land**

- (A) The Additional Chargor charges:
 - (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
 - (2) (to the extent that they are not the subject of a legal mortgage under Clause 3.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Additional Chargor a right to occupy or use that property.
- (B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:
 - (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
 - (2) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 **Investments**

- (A) The Additional Chargor charges by way of a first fixed charge all of its rights and interests in the Investments (including any specified in Part 2 of the Schedule to this Deed (*Investments*)).

- (B) A reference in this Deed to any mortgage or charge of any Investments includes:
- (1) any dividend or interest paid or payable in relation to it;
 - (2) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (3) any right against any clearance system in relation to it; and
 - (4) any right under any custodian or other agreement in relation to it.

3.4 **Contracts**

- (A) The Additional Chargor assigns absolutely to the Security Agent by way of security all of its rights and interests in, to and under all the agreements or documents specified in Part 3 of the Schedule to this Deed (*Assigned Contracts*) (if any) or to any other agreements designated as such from time to time by the Additional Chargor and the Security Agent (the "Assigned Contracts")
- (B) To the extent that any such right described in Clause 3.4(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.4(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 3.4(A) and Clause 3.4(B), the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.
- (D) If the Additional Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
- (1) the Additional Chargor must notify the Security Agent immediately;
 - (2) unless the Security Agent otherwise requires, the Additional Chargor shall, and each other Chargor will ensure that the Additional Chargor shall, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (3) the Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 **Bank accounts**

The Additional Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any specified in Part 4 of the Schedule to this Deed (*Bank Accounts*)) it has in its name (or to which it is beneficially entitled) with any person and the debt represented by such account.

3.6 **Book debts etc.**

- (A) The Additional Chargor assigns absolutely by way of security to the Security Agent all of its rights and interests in, to and under:
- (1) all of its book and other debts;
 - (2) all other moneys due and owing to it (including, but not limited to, monies owed to it by another Chargor or member of the Group); and
 - (3) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under Clause 3.6(A)(1) and Clause 3.6(A)(2).
- (B) To the extent that any such right or interest described in Clause 3.6(A) is not capable of assignment, the assignment of that right or interest purported to be effected by Clause 3.6(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or interest or be awarded or entitled to in respect of that right or interest.
- (C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clause 3.6(A) or 3.6(B), the Additional Chargor charges by way of first fixed charge all of its rights and interests in, to and under each book debt.

3.7 **Insurances**

- (A) The Additional Chargor assigns absolutely by way of security to the Security Agent:
- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance;
- (B) To the extent that any such right described in Clause 3.7(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 3.7(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Additional Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (C) To the extent that they do not fall within any part of this Clause or are not effectively assigned under Clause 3.7(A) or Clause 3.7(B), the Additional Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

3.8 **Plant and machinery**

The Additional Chargor charges by way of a first fixed charge all fixed and moveable plant and machinery owned by it (including any specified in Part 5 of the Schedule to this Deed (*Plant and Machinery*)), its interest in any plant or machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.9 Intellectual Property

The Additional Chargor charges by way of first fixed charge all its Intellectual Property including any specified in Part 6 of the Schedule to this Deed (*Intellectual Property*).

3.10 Authorisations

The Additional Chargor charges by way of first fixed charge the benefit of all Authorisations held by it in relation to any Charged Property, together with the right to recover and receive compensation which may be payable to it in respect of any Authorisation.

3.11 Pension fund

The Additional Chargor charges by way of first fixed charge any beneficial interest, claim or entitlement it has in any pension fund.

3.12 Goodwill

The Additional Chargor charges by way of first fixed charge its goodwill.

3.13 Uncalled capital

The Additional Chargor charges by way of first fixed charge its uncalled capital.

3.14 Floating charge

- (A) The Additional Chargor charges by way of first floating charge its undertaking and assets, both present and future not otherwise effectively mortgaged or charged under this Deed.
- (B) The floating charge created by the Additional Chargor pursuant to Clause 3.14(A) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (C) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Deed and the Security Agent may appoint an administrator to the Additional Chargor pursuant to that paragraph.
- (D) The Security Agent may convert the floating charge created by this Deed over all or any of the Charged Property into a fixed charge by notice to the Additional Chargor specifying the relevant Charged Property (either specifically or generally):
 - (1) upon the occurrence of an Enforcement Event; and/or
 - (2) if the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (E) If:
 - (1) the Additional Chargor takes any step to create any Security in breach of Clause 6.1 (*Negative Pledge*) of the Security Agreement over any of the Charged Property not subject to a mortgage or fixed charge;

- (2) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of the Additional Chargor; or
- (3) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Charged Property,

the floating charge over the relevant Charged Property shall automatically and immediately be converted into a fixed charge.

4. **Restrictions on Dealing**

4.1 **Negative pledge**

The Additional Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by Clause 23.15 (*Negative pledge*) of the Senior Term Facility Agreement, except as permitted by the Senior Term Facility Agreement.

4.2 **Disposals**

The Additional Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Senior Term Facility Agreement.

5. **Miscellaneous**

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed;
- (B) the Security Agreement shall be read and construed as if the Additional Chargor had been an original party in the capacity of the Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (C) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it); and
- (D) the Borrower, for itself and as agent for each of the other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.

6. **Governing law**

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

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

SCHEDULE TO DEED OF ACCESSION

PART 1: MORTGAGED PROPERTY

Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
[•]	[•]	[•]	[•]

PART 2: INVESTMENTS

Name of Company in Which Shares are Held	Name of Nominee (if any) by whom Shares are Held	Class of Shares Held	Number of Shares Held
[•]	[•]	[•]	[•]
[•]	[•]	[•]	[•]

PART 3: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

PART 4: BANK ACCOUNTS

Name of Bank	Account Number	Sort Code
[•]	[•]	[•]

PART 5: PLANT AND MACHINERY

Description	Serial Number	Location
[•]	[•]	[•]

PART 6: INTELLECTUAL PROPERTY

For patents:

Proprietor	Jurisdiction	Application Number	Patent Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For registered trade marks:

Proprietor	Jurisdiction	Application Number	TM Number	Mark
[•]	[•]	[•]	[•]	[•]

For registered designs:

Proprietor	Jurisdiction	Application Number	Registered Design Number	Expiry Date
[•]	[•]	[•]	[•]	[•]

For domain names:

Proprietor	Domain Name	Filing Date	Expiry Date
[•]	[•]	[•]	[•]

For copyright, unregistered trade marks and unregistered designs:

[Insert details as appropriate]

EXECUTION PAGE TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED by)
[•])
acting by)
and)

Director:

Director/Secretary:

The Borrower

EXECUTED as a DEED by)
THE RAPHAEL HOSPITAL DEVELOPMENT)
LIMITED (for itself and as agent)
for each of the other Chargors)
party to the Security Agreement)
referred to in this Deed))
acting by)
and)

Director:

Director/Secretary:

The Security Agent

[Macquarie Euro Limited]

By:

SCHEDULE 12 : FORM OF SUPPLEMENTAL MORTGAGE

THIS DEED is dated [•] and made

BETWEEN:

- (1) [•] (registered number [•]) (the “Chargor”); and
- (2) **MACQUARIE EURO LIMITED** (the “Security Agent” which expression includes its successors and assigns as security agent and security trustee for the Secured Parties).

BACKGROUND:

- (A) The Chargor has entered into a security agreement dated [•] (the “Security Agreement”) between, amongst others, the Chargor and the Security Agent.
- (B) It is intended that this document takes effect as a deed even though a Party may only execute it under hand.

IT IS AGREED as follows:

1. **Interpretation**

1.1 **Definitions**

Terms defined in the Security Agreement have the same meaning in this Deed unless given a different meaning in this Deed.

1.2 **Construction**

The other provisions of Clauses 1.2 (*Construction*) and 1.3 (*Existing Transaction Security*) of the Security Agreement apply to this Deed as if set out in full in this Deed with all necessary changes.

1.3 **Designation**

This Deed is a Finance Document.

2. **Creation of Security**

2.1 **Security generally**

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

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

2.2 Land

(A) The Chargor charges:

- (1) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property, including the freehold or leasehold property (if any) specified in Part 1 of the Schedule to this Deed (*Mortgaged Property*); and
- (2) (to the extent that they are not the subject of a legal mortgage under Clause 2.2(A)(1)) by way of first fixed charge all estates or interests in any freehold or leasehold property now or in the future owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use that property.

(B) A reference in this Deed to a mortgage or charge of any freehold or leasehold property includes:

- (1) each and every part of that property, including the buildings, structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or in the future on that property and all easements and rights attaching to it; and
- (2) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Contracts

(A) [The Chargor assigns absolutely by way of security to the Security Agent all of its rights in, to and under all the agreements or documents specified in Part 2 of the Schedule to this Deed (*Assigned Contracts*) or to any other agreements designated as such by the Chargor party thereto and the Security Agent (the "Assigned Contracts").

(B) To the extent that any such right described in Clause 2.3(A) is not capable of assignment, the assignment of that right purported to be effected by Clause 2.3(A) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.

(C) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under Clauses 2.3(A) and 2.3(B), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.

(D) [If the Chargor assigns an agreement or document under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:

- (1) the Chargor must notify the Security Agent immediately;
- (2) unless the Security Agent otherwise requires, the Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and

- (3) the Chargor shall promptly supply to the Security Agent a copy of the consent obtained by it.]³

2.4 Insurances

- (A) [The Chargor assigns absolutely by way of security to the Security Agent:
- (1) all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest; and
 - (2) all moneys payable and all moneys paid to it under or in respect of all such contracts and policies of insurance.
- (B) To the extent that they are not effectively assigned under Clause 2.4(A), the Chargor charges by way of first fixed charge all of its rights under each agreement or document to which it is a party.]⁴

3. Restrictions on Dealing

3.1 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Charged Property, nor do anything prohibited by Clause 23.15 (*Negative pledge*) of the Senior Term Facility Agreement, except as permitted by the Senior Term Facility Agreement.

3.2 Disposals

The Chargor shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Charged Property except as permitted by the Senior Term Facility Agreement.

4. Miscellaneous

With effect from the date of this Deed:

- (A) the Security Agreement and this Deed shall be read and construed together as one deed; and
- (B) any reference in the Security Agreement to this Deed and similar phrases shall include this Deed and all references in the Security Agreement to a Schedule to that Deed (or any part of it) will include a reference to the Schedule to this Deed (or relevant part of it).

5. Governing law

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

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

³ Delete if not applicable.

⁴ Delete if not applicable.

SCHEDULE

PART 1: MORTGAGED PROPERTY

Freehold or Leasehold	Address	Title Number	Land Registry Administrative Area
[•]	[•]	[•]	[•]

PART 2: ASSIGNED CONTRACTS

Date	Description	Parties
[•]	[•]	[•]

EXECUTION PAGE TO SUPPLEMENTAL MORTGAGE

The Chargor

EXECUTED as a DEED by)
[•])
acting by)
and)

Director:

Director/Secretary:

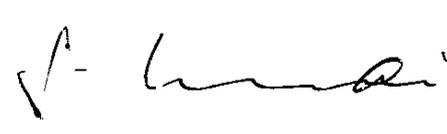
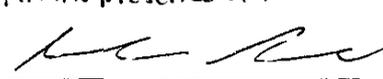
The Security Agent

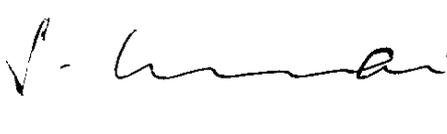
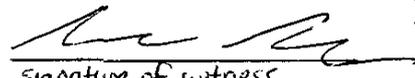
[Macquarie Euro Limited]

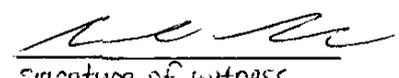
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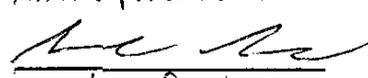
EXECUTION PAGE TO SECURITY AGREEMENT

The Original Chargors

EXECUTED as a DEED by
The Raphael Hospital Holdings Limited)
acting by a Director, in the presence of:)
and) 

Director: signature of witness
Director/Secretary: Name of witness: Samantha Rigney
Address: 1 Wood Street, London EC2V 7WS
Occupation: Solicitor

EXECUTED as a DEED by
The Raphael Hospital Development Limited)
acting by a Director, in the presence of:)
and) 

Director: signature of witness
Director/Secretary: Name of witness: Samantha Rigney
Address: 1 Wood Street, London EC2V 7WS
Occupation: Solicitor

EXECUTED as a DEED by
The Raphael Medical Centre Limited)
acting by a Director, in the presence of:)
and) 

Director: signature of witness
Director/Secretary: Name of witness: Samantha Rigney
Address: 1 Wood Street, London EC2V 7WS
Occupation: Solicitor

EXECUTED as a DEED by
ABI Supported Living Ltd)
acting by a Director, in the presence of:)
and) 

Director: signature of witness
Director/Secretary: Name of witness: Samantha Rigney
Address: 1 Wood Street, London EC2V 7WS
Occupation: Solicitor

The Security Agent

Macquarie Euro Limited

By:



Sharad Maharaj
Division Director



Jenny Rabinov
Legal Counsel/Attorney