



Registration of a Charge

Company name: **CARE UK MENTAL HEALTH PARTNERSHIPS LIMITED**

Company number: **01833385**



X3HL7S2Y

Received for Electronic Filing: **01/10/2014**

Details of Charge

Date of creation: **26/09/2014**

Charge code: **0183 3385 0009**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description: **THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE CHARGE FOR INTELLECTUAL PROPERTY OWNED BY THIS COMPANY). FOR FURTHER DETAIL, SEE CLAUSE 3.1(B)(VII) OF THE CHARGE. PURSUANT TO CLAUSE 3.1(A) THE COMPANY CHARGED BY WAY OF FIRST LEGAL MORTGAGE ALL ITS REAL PROPERTY. PLEASE REFER TO SCHEDULE 2 OF THE CHARGE FOR FURTHER DETAILS.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

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

Certified by: **SHEARMAN & STERLING (LONDON) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1833385

Charge code: 0183 3385 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2014 and created by CARE UK MENTAL HEALTH PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2014 .

Given at Companies House, Cardiff on 1st October 2014

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SHEARMAN & STERLING LLP

EXECUTION VERSION

Dated 26 September 2014

THE COMPANIES listed in Schedule 1

- and -

ING BANK N.V., LONDON BRANCH
as Security Agent

DEBENTURE

Note: the application of recoveries under this debenture is regulated
by the terms of the Intercreditor Agreement

Certified a true and complete
copy of the original

Shearman & Sterling (London) LLP
SHEARMAN & STERLING (LONDON) LLP
BROADGATE WEST
9 ABDOLE STREET, LONDON EC2A 2AP

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THIS DEED is made on 26 September 2014

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1; and
- (2) **ING BANK N.V., LONDON BRANCH** as security agent for itself and the other Secured Parties (the "Security Agent").

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

In this deed:

"**Administrator**" means an administrator appointed under Schedule B1 of the Insolvency Act 1986.

"**Agreed Material Property**" means all registered freehold property owned by a Charging Company and listed in Schedule 2 (or as the case may be, as specified in any Security Accession Deed);

"**Agreed Security Principles**" has the meaning given to that term in the Senior Facilities Agreement;

"**Assigned Agreements**" means the Insurances and any other agreement designated as an Assigned Agreement by a Charging Company and the Security Agent (or, as the case may be, as specified in any Security Accession Deed);

"**Book Debts**" means all book and other debts arising in the ordinary course of trading;

"**Charged Property**" means the assets mortgaged, charged or assigned to the Security Agent by this deed;

"**Charging Companies**" means each of the companies listed in Schedule 1 and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

"**Collection Accounts**" means the accounts of the Charging Companies set out in Schedule 5 and/or such other accounts as the Security Agent and the relevant Charging Company shall agree from time to time (including as specified in any relevant Security Accession Deed);

"**Declared Default**" means:

- (a) a Credit Facility Acceleration Event pursuant to paragraph (a) of such definition;
- (b) a Senior Secured Notes Acceleration Event; or
- (c) a Second Lien Notes Acceleration Event.

but excluding any acceleration provision which is automatically invoked until such time as the Security Agent has been instructed, in accordance with the terms of the relevant Secured Debt Document, to notify, and has notified, the Parent and the relevant Charging Company that such event shall be a Declared Default;

"**Distribution Rights**" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds

accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

"Event of Default" means Event of Default as defined in the Senior Facilities Agreement;

"Excluded Subsidiary Shares" means any Subsidiary Shares the granting of security in respect of which would give rise to a default or termination event or equivalent, or requires the consent of a third party, under any agreement or instrument binding on any member of the Group (or, as the case may be, as specified in any Security Accession Deed);

"Floating Charge Asset" means an asset charged under Clause 3.2 (*Floating Charge*);

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

"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 now or in the future subsist), whether registered or unregistered; and
- (b) the benefit of all rights to use such assets of each member of the Group (which may now or in the future subsist).

"Intercreditor Agreement" means the intercreditor agreement dated 17 July 2014 and made between, among others, the Charging Companies and the Security Agent;

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares) but excluding any Excluded Subsidiary Shares;

"Lenders" has the meaning given to that term in the Senior Facilities Agreement;

"New Material Property" means any registered freehold property situated in the United Kingdom which is acquired by any Charging Company after the date of this deed (or, as applicable, the date on which it executed a Security Accession Deed) and which has a book value in excess of £5,000,000.

"Obligors" means each Obligor (as defined in the Senior Facilities Agreement).

"Other Debts" means the debts and claims identified in Clause 3.1(b)(v) (*Fixed Charges*);

"Premises" means all Agreed Material Property and all New Material Property from time to time owned by a Charging Company or in which a Charging Company is otherwise interested, including the property specified in Schedule 2 (or, as the case may be, as specified in any Security Accession Deed);

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets, or, where permitted by law, administrative receiver appointed in respect of the Charged Property by the Security Agent pursuant to this deed or otherwise;

"Secured Debt Documents" means the RCF Finance Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Second Lien Notes Documents.

"Secured Obligations" means all present and future monies, debts, liabilities and obligations due at any time due, owing or incurred by any member of the Group to any Secured Party (both actual and contingent and whether incurred solely or jointly and as principal or surety or with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under:

- (a) the RCF Finance Documents;
- (b) the Hedging Agreements;
- (c) the Senior Secured Notes Documents; and
- (d) the Second Lien Notes Documents.

"Secured Parties" means

- (a) the RCF Lenders, the Hedge Counterparties and their respective Creditor Representatives;
- (b) the Senior Secured Notes Creditors;
- (c) the Second Lien Notes Creditors;
- (d) the Arrangers, the Security Agent and any Receiver or Delegate from time to time,

but, in the case of each Creditor Representative, Arranger, RCF Lender or Hedge Counterparty, only if it is a Party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement.

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in Schedule 8, with those amendments which the Security Agent may approve or reasonably require or as necessary to reflect the Agreed Security Principles;

"Senior Facilities Agreement" means the senior revolving facility agreement dated 13 July 2010 and as amended and restated from time to time and as further amended and restated on or about the date of this deed under which certain lenders have made available £65,000,000 of revolving credit facilities to the Parent and certain Group Companies;

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including those listed in Schedule 3 (or, as the case may be, as specified in any relevant Security Accession Deed) but excluding any Excluded Subsidiary Shares; and

"Supplemental Legal Charge" means a legal charge substantially in the form of Schedule 9, or any other form agreed to by the Security Agent and the Parent.

1.2 Construction

In this deed, unless a contrary intention appears, a reference to:

- (a) an **"agreement"** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **"amendment"** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **"amend"**, **"amending"** and **"amended"** shall be construed accordingly;

- (c) **"assets"** includes present and future properties, revenues and rights of every description;
- (d) **"including"** means including without limitation and **"includes"** and **"included"** shall be construed accordingly;
- (e) **"losses"** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **"loss"** shall be construed accordingly;
- (f) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or any two or more of the foregoing;
- (g) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (h) unless the context otherwise requires or unless otherwise defined in this deed, words and expressions defined in the Intercreditor Agreement have the same meaning when used in this deed;
- (i) the terms of the documents under which the Secured Obligations arise and of any side letters between any Charging Company and any Secured Party relating to the Secured Obligations are incorporated in this deed to the extent required for any purported disposition of the Charged 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;
- (j) section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts created by this deed or any other Secured Debt Document; and
- (k) the parties intend that this document shall take effect as a deed and this document is to take effect as a deed notwithstanding that the Security Agent has executed it under hand only.

1.3 **Other References**

- (a) In this deed, unless a contrary intention appears, a reference to:
 - (i) any Obligor or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's successors in title, permitted assignees and transferees and in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Secured Debt Documents;
 - (ii) any Clause or Schedule is a reference to, respectively, a Clause of and Schedule to this deed and any reference to this deed includes its Schedules;
 - (iii) any Secured Debt Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended or novated (excluding any amendment or novation made contrary to any provision of any Secured Debt Document);
 - (iv) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this deed are inserted for convenience only and are to be ignored in construing this deed.
- (c) Words importing the plural shall include the singular and vice versa.

- (d) If there is a conflict between this deed and the Senior Facilities Agreement, the Senior Secured Notes Indenture or the Second Lien Notes Indenture then (to the extent permitted by law) the provisions of the Senior Facilities Agreement or, as the case may be, the Senior Secured Notes Indenture or the Second Lien Notes Indenture shall take priority over the provisions of this deed.

1.4 Permitted Transactions

- (a) The terms of this deed shall not operate or be construed so as to prohibit any transaction not prohibited by any Secured Debt Document.
- (b) For the avoidance of doubt, no term of this deed shall prohibit the creation of Security (including any fixed asset security) over any Charged Property where the creation of that Security is not prohibited by the terms of the Secured Debt Documents.

2. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, each Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in the manner provided for in the relevant Secured Debt Document.

3. CHARGING CLAUSE

3.1 Fixed Charges

Subject to Clause 3.6 (*Excluded Assets*), each Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all Agreed Material Property (including, but not limited to, the property specified in Schedule 2), together with all buildings and fixtures (including trade fixtures) on, or forming part of, that property; and
- (b) by way of first fixed charge:
 - (i) all other interests (not charged under Clause 3.1(a) (*Fixed Charges*)) in the Premises, the buildings and fixtures (including trade fixtures) on, or forming part of, the Premises and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use the Premises and the benefit of all other agreements relating to the use and/or occupation of the Premises;
 - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims;
 - (vi) all monies standing to the credit of its accounts (including the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts;

- (vii) all its Intellectual Property;
- (viii) all rights and interest in the Hedging Agreements;
- (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
- (x) its goodwill and uncalled capital; and
- (xi) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

3.2 Floating Charge

- (a) As further security for the payment of the Secured Obligations and subject to Clause 3.6 (*Excluded Assets*), each Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets (excluding any Excluded Subsidiary Shares) not effectively charged by way of first fixed charge under Clause 3.1 (*Fixed Charges*) or assigned under Clause 3.3 (*Security Assignment*).
- (b) The floating charges created by this Clause 3.2 (*Floating Charge*) shall be deferred in point of priority to all fixed Security expressed to rank in priority to the floating charges validly and effectively created by a Charging Company under the Secured Debt Documents.
- (c) Each of the floating charges created by this Clause 3.2 (*Floating Charge*) is a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986.

3.3 Security Assignment

- (a) As further security for the payment of the Secured Obligations and subject to Clause 3.6 (*Excluded Assets*), each Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to that Charging Company (or as it shall direct).
- (b) Until the occurrence of a Declared Default, but subject to Clause 8.5 (*Assigned Agreements*), the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements in the ordinary course of business.

3.4 Conversion of Floating Charge

If:

- (a) a Declared Default has occurred; or
- (b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under this deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Charging Company than this deed and not so as to override any provision in this deed

which provides that any asset is to be excluded from the fixed charges or assignments by virtue of any of the provisions of Clauses 3.6 (*Excluded Assets*) or 3.7 (*Intellectual Property Restricting Charging*).

3.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except any Security which is not prohibited from being created by the Secured Debt Documents or which is created with the prior written consent of the Security Agent) on or over any Floating Charge Asset, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3.6 Excluded Assets

(a) Unless otherwise expressly agreed in writing between the relevant Charging Company and the Security Agent on or after the date of this deed, there shall be excluded from the Security created by Clauses 3.1 (*Fixed Charge*), 3.2 (*Floating Charge*) and 3.3 (*Security Assignment*) and from the operation of any further assurance provisions contained in the Secured Debt Documents:

- (i) any asset or undertaking situated outside the United Kingdom (save that any such asset or undertaking will, notwithstanding the provisions of this subparagraph (a)(i), be subject to the floating charge created by Clause 3.2 (*Floating Charge*);
- (ii) any asset or undertaking which a Charging Company is at any time prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Charging Company is precluded from creating Security on or over without the prior consent of a third party), excluding, for this purpose, any Agreed Material Property and any New Material Property; and
- (iii) any asset or undertaking subject to Security in favour of a third party (provided that such Security is not prohibited from being created by the Secured Debt Documents or is created with the prior written consent of the Security Agent) where such Security expressly prohibits the creation of Security in favour of the Security Agent, excluding, for this purpose, any Agreed Material Property and any New Material Property,

and, in each such instance, this deed will charge all amounts which the relevant Charging Company may receive, or has received, in connection with that asset or undertaking.

- (b) Each Charging Company shall use commercially reasonable endeavours to ensure that instruments and agreements which it enters into after the date of this Deed do not contain restrictions which would cause them to be excluded from the charges pursuant to paragraph (a) above by virtue of the provisions of either paragraph (a)(ii) or (a)(iii) above, provided that such Charging Company shall be under no requirement to comply with this clause 3.6(b) if such compliance would interfere with the ability of the relevant Charging Company to conduct its operations and business in the ordinary course as permitted by the Secured Debt Documents.
- (c) For each instrument and agreement referred to in paragraphs (a)(ii) or (a)(iii) above (including any Insurances to which paragraph (a) above applies) and following the occurrence of a Declared Default, each relevant Charging Company undertakes to:
 - (i) on request from the Security Agent, apply for the relevant consent or waiver from such third party within fourteen (14) days of the date of such request; and

- (ii) in respect of any instrument or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging:
 - (A) to use all reasonable endeavours (for a reasonable amount of time) to obtain such consent as soon as possible; and
 - (B) to keep, if requested by the Security Agent, the Security Agent informed of the progress of its negotiations.
- (d) Forthwith upon receipt of the relevant waiver or consent referred to in (c) above, the relevant instrument or agreement shall stand charged to the Security Agent under Clause 3.1 (*Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require but consistent with the terms of the charges created under this deed.

3.7 Intellectual Property Restricting Charging

Until the occurrence of a Declared Default:

- (a) there shall be excluded from the charge created by Clause 3.1 (*Fixed Charges*), Clause 3.2 (*Floating Charge*) and from the operation of Clause 5 (*Further Assurance*) any:
 - (i) immaterial Intellectual Property; or
 - (ii) any Intellectual Property in which a Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Charging Company from creating any charge over its interest in that Intellectual Property,
 (each an "**Excluded Intellectual Property**");
- (b) the Charging Companies are entitled to deal with Intellectual Property in the ordinary course of business of the Group unless prohibited by the terms of the Secured Debt Documents; and
- (c) there shall be no obligation for any Charging Company to give notice to any third parties that it has charged its Intellectual Property in favour of the Security Agent under this deed.

4. CONTINUING SECURITY

4.1 Continuing Security

This security is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other matter or thing unless and until discharged by the Security Agent.

4.2 Other Security

This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or other right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations, and this security may be enforced against each Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

5. FURTHER ASSURANCE

5.1 General

Subject to the Agreed Security Principles and Clauses 3.6 (*Excluded Assets*), 3.7 (*Intellectual Property Restricting Charging*) and 5.5 (*Recordal of Security against Intellectual Property*), each Charging Company shall promptly (and at its own expense), upon the request of the Security Agent enter into a Supplemental Legal Charge over any of the Premises and 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):

- (a) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or
- (b) to facilitate the realisation of the Charged Property that comprises the Premises at any time after a Declared Default.

5.2 Additional Charging Companies

- (a) Subject to the Agreed Security Principles, each Charging Company that becomes a Charging Company pursuant to a Security Accession Deed delivered on or after the date of this deed shall promptly (and at its own expense):
 - (i) enter into a Supplemental Legal Charge over any Agreed Material Property owned by it (the "**Relevant Premises**"); and
 - (ii) 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)):
 - (A) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or
 - (B) to facilitate the realisation of the Charged Property that comprises Relevant Premises at any time after a Declared Default.
- (b) Each Charging Company shall, as soon as practicable, deposit with the Security Agent (or as it shall reasonably direct) all deeds and documents of title relating to all Relevant Premises acquired by it after the date of this deed and if those deeds and documents are with the Land Registry, to as soon as reasonably practicable deposit them with the Security Agent (or as it reasonably shall direct) upon their release.

5.3 New Material Property

- (a) Subject to the Agreed Security Principles, each Charging Company shall promptly (and at its own expense) enter into a Supplemental Legal Charge over any New Material Property acquired by it on or after the date of this deed (or, if later, after the date on which it executed a Security Accession Deed) and 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)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law; and/or

- (ii) to facilitate the realisation of the Charged Property that is New Material Property at any time after a Declared Default.
- (b) Each Charging Company shall, as soon as practicable, deposit with the Security Agent (or as it shall reasonably direct) all deeds and documents of title relating to all New Material Property acquired by it on or after the date of this deed (or, as applicable, the date of its execution of a Security Accession Deed) and, if those deeds and documents are with the Land Registry, to as soon as reasonably practicable deposit them with the Security Agent (or as it reasonably shall direct) upon their release.

5.4 Land Registry

- (a) In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, each Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Proprietorship Register of the Register of Title of all that real property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [●] as Security Agent referred to in the charges register."

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Charges Register of the Register of Title of all that real property that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Charged Property title which is registered at Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of any Charging Company.

5.5 Recordal of Security against Intellectual Property

Upon the occurrence of a Declared Default, each Charging Company as registered proprietor or applicant, as applicable, appoints the Security Agent as its agent to apply for the particulars of this deed and of the Secured Parties' interest in the Intellectual Property to be recorded at the applicable intellectual property registry and, in each case, the relevant Charging Company agrees to execute all documents and forms reasonably required to enable those particulars to be entered on the relevant register of intellectual property.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- (a) A Charging Company may not create or agree to create or permit to subsist any Security over all or any part of the Charged Property unless such security is not prohibited by the terms of the Secured Debt Documents.
- (b) A Charging Company may not sell or otherwise dispose of all or any part of the Charged Property except as not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent.

7. REPRESENTATIONS AND WARRANTIES

7.1 Matters Represented

- (a) Each Charging Company, as at the date of this deed and on the Effective Date (as defined in the Senior Facilities Agreement), represents and warrants to the Security Agent as set out in Clauses 7.2 (*Property*) and 7.3. (*Subsidiary Shares*) on the date of this deed.
- (b) Each company which accedes to this deed by signing a Security Accession Deed represents and warrants to the Security Agent as set out in Clauses 7.2 (*Property*) and 7.3 (*Subsidiary Shares*) on the date of such Accession in respect of itself and the matters set out in the relevant Security Accession Deed.

7.2 **Property**

- (a) Schedule 2 identifies all Agreed Material Property in respect of which a Charging Company is the registered proprietor as at the date of this deed.
- (b) In the case of an Accession by any Charging Company that executes a Security Accession Deed), Schedule 1 of such Security Accession Deed identifies all Premises in respect of which a Charging Company is the registered proprietor as at the date of such Security Accession Deed.

7.3 **Subsidiary Shares**

- (a) It is the legal and beneficial owner of the Subsidiary Shares identified against its name in Schedule 3 (save in relation to those Subsidiary Shares which are held by a nominee for it in which case it is the beneficial owner only of those Subsidiary Shares).
- (b) All of those Subsidiary Shares are fully paid.

8. **UNDERTAKINGS**

8.1 **Duration of Undertakings**

Each Charging Company undertakes to the Security Agent in the terms of this Clause 8 (*Undertakings*) from the date of this deed and for so long as any security constituted by this deed remains in force.

8.2 **Collection of Book Debts and Other Debts**

- (a) Each Charging Company will:
 - (i) after the occurrence of a Declared Default, as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under this deed, pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent;
 - (ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless such charge, factor, discount or assignment is not prohibited by the Secured Debt Documents or is done with the prior consent of the Security Agent;
 - (iii) promptly (and in any event within five (5) Business Days) after any Collection Account becoming charged pursuant to this deed, deliver to each bank with whom a Collection Account is maintained a notice substantially in the form set out in Schedule 7 or such other form as the Security Agent may approve; and
 - (iv) use reasonable endeavours for a period of 20 Business Days from the delivery of the notice referred to in (iii) above to procure the prompt delivery to the Security Agent of a duly completed acknowledgement of such notice in the relevant form set out in Schedule 7 or in such other form as the Security Agent may approve.

- (b) After the occurrence of a Declared Default, no Charging Company may withdraw all or any monies from time to time standing to the credit of any Collection Account except with the prior consent of the Security Agent.
- (c) Prior to the occurrence of a Declared Default, the proceeds of all Book Debts and Other Debts shall, upon such proceeds being credited to a Collection Account be released from the fixed charges created pursuant to Clause 3.1 (*Fixed Charge*) above and the relevant Charging Company shall be entitled to withdraw such proceeds from such Collection Account in the normal course of its business.

8.3 Title Documents

Subject to the rights of any prior mortgagee, each Charging Company will:

- (a) as soon as reasonably practicable after the Premises become subject to Security pursuant to the terms of this deed, deposit with the Security Agent (or as it shall reasonably direct) all deeds and documents of title relating to all Premises and if those deeds and documents are with Land Registry, will as soon as reasonably practicable deposit them with the Security Agent (or as it reasonably shall direct) upon their release;
- (b) as soon as reasonably practicable after the Subsidiary Shares become subject to Security pursuant to the terms of this deed, deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates other documents of title relating to the Subsidiary Shares listed in Schedule 3 or, as the case may be, in the corresponding Schedule in the relevant Security Accession Deed together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations have been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default to complete, under its power of attorney given by Clause 9 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select;
- (c) following the occurrence of a Declared Default and upon the written request of the Security Agent, to promptly deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates and other documents of title relating to the Investments (other than the Subsidiary Shares) together with stock transfer forms (or equivalent) executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Secured Obligations has been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of a Declared Default, to complete, under its power of attorney given by Clause 9 (*Attorney*) below, the stock transfer forms on behalf of the relevant Charging Company in favour of itself or such other person as it shall select;
- (d) upon the written request of the Security Agent, promptly provide to the Security Agent (or as it shall reasonably direct) copies of all Insurances for the time being charged or assigned under this deed; and
- (e) following a Declared Default, promptly deposit with the Security Agent (or as it shall reasonably direct) all other documents of title relating to the Charged Property which the Security Agent from time to time reasonably requires.

8.4 Voting and Distribution Rights

- (a) Until a Declared Default occurs:

- (i) the relevant Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares; and
- (ii) the relevant Charging Company shall be entitled to retain full control of and exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it shall not exercise any such voting rights or powers in a manner which:
 - (A) adversely affects the validity or enforceability of the security created under this deed; or
 - (B) causes an Event of Default to occur.
- (b) At any time when any Investments are registered in the name of the Security Agent or its nominee as a result of the enforcement of the security following the occurrence of a Declared Default, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments.

8.5 Assigned Agreements

Each Charging Company will, subject to and save as may be permitted under the provisions of the Secured Debt Documents and upon the occurrence of a Declared Default give notice to the other parties to the Assigned Agreements and Hedging Agreements that it has assigned its rights under the applicable Assigned Agreement or Hedging Agreement to the Security Agent under this deed. Such notice will be given in substantially the form set out in part 1 of Schedule 5, except in the case of the Insurances where the notice will be substantially in the form set out in part 2 of Schedule 5. Each relevant Charging Company will use reasonable endeavours (for a period of 20 Business Days from the delivery of the notice) to procure that each party served with any such notice countersigns and returns the notice to the Security Agent.

8.6 Retention of Documents

The Security Agent may retain any document delivered to it under Clause 8.3 (*Title Documents*) or otherwise until the security created by this deed is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the relevant Charging Company require (acting reasonably) that the relevant document be redelivered to it and the relevant Charging Company shall promptly comply (or procure compliance) with that notice.

8.7 Power to Remedy

If a Charging Company fails to comply with any covenant set out in Clauses 8.2 (*Collection of Book Debts and Other Debts*) to 8.6 (*Retention of Documents*) (inclusive) and that failure is not remedied to the satisfaction of the Security Agent within twenty (20) Business Days (acting reasonably and subject to Clause 9 (*Attorney*)), it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates (each acting reasonably) to take any action on behalf of that Charging Company which is necessary to ensure that those covenants are complied with.

9. ATTORNEY

Each Charging Company, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and

deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this deed:

- (a) which such Charging Company has failed to do within twenty (20) Business Days of being notified of such failure in writing and being requested to comply; or
- (b) after the occurrence of a Declared Default,

and each Charging Company covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

10. ENFORCEMENT AND POWERS OF THE SECURITY AGENT

10.1 Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the security constituted by this deed.

10.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security created by this deed, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this deed, those contained in this deed shall prevail.

10.3 Enforceability of Security

- (a) For the purposes of all powers implied by the LPA or any other applicable statute, the Secured Liabilities shall be deemed to have become due and payable upon the date of this deed.
- (b) The Security created by or pursuant to this Deed shall become immediately enforceable upon the occurrence of a Declared Default and the power of sale conferred by section 101 of the Law of Property Act 1925 and all other powers conferred on mortgagees and Receivers by law (as varied and extended by this Deed) shall be exercisable in relation to the Security created by this deed and the Security Agent may, without notice to the Charging Companies or prior authorisation from any court, in its absolute discretion, take possession, hold or dispose of any Charged Property at any time after the Security created by this deed has become enforceable.

10.4 Fixtures

After the occurrence of a Declared Default, the Security Agent may sever any fixtures from the property to which they are attached and sell them separately from that property.

10.5 Appointment of Receiver or Administrator

- (a) Subject to paragraph (d) below, at any time after a Declared Default has occurred, or if so requested by the relevant Charging Company, the Security Agent may by writing under hand signed by any officer or manager of the Security Agent:
 - (i) appoint one or more persons to be Receiver of any Charged Property of the relevant Charging Company and/or appoint two or more Receivers of separate parts of the Charged Property; or
 - (ii) when permitted by law, appoint one or more persons to be an Administrator of the relevant Charging Company pursuant to paragraph 14 of Schedule B1 of the Insolvency Act 1986; or

- (iii) (subject to any requirement for a court order under the Insolvency Act 1986 or any other applicable insolvency law) remove any Receiver so appointed and, at its option, appoint another person(s) to be an additional or replacement Receiver.
- (b) If more than one person is appointed Receiver or Administrator of any assets, each Receiver or Administrator may act either jointly or severally unless the document appointing him states otherwise.
- (c) Section 109(1) of the Law of Property Act 1925 shall not apply to this deed.
- (d) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed.
- (e) The Security Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A Insolvency Act 1986.
- (f) The powers of appointment of a Receiver under this Deed shall be in addition to all other statutory and other powers of appointment of the Security Agent under the LPA or otherwise.

10.6 Powers of Leasing

After the occurrence of a Declared Default, the Security Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

10.7 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this deed, and all or any of the rights and powers conferred by this deed on a Receiver (whether expressly or impliedly), may be exercised by the Security Agent without further notice to any Charging Company at any time after a Declared Default has occurred, irrespective of whether the Security Agent has taken possession or appointed a Receiver of the Charged Property.

10.8 Appropriation

- (a) In this deed, "**financial collateral**" has the meaning given to that term in the Financial Collateral Arrangements (No. 2) Regulations 2003 (No. 3226).
- (b) At any time after a Declared Default has occurred, the Security Agent may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Obligations.
- (c) The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.
- (d) Where the Security Agent exercises its rights of appropriation and the value of the financial collateral appropriated differs from the amount of the Secured Obligations, as the case may be, either:
 - (i) the Security Agent must account to the relevant Charging Company for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations; or
 - (ii) the relevant Charging Companies will remain liable to the Secured Parties for any amount whereby the value of the appropriated financial collateral is less than the Secured Obligations.

10.9 Restrictions on Notices

- (a) The Security Agent shall not be entitled to give any notice referred to in paragraph 1 of the notice in the form of Schedule 6 unless and until a Declared Default has occurred or any of the circumstances described in Clause 3.4 (*Conversion of Floating Charge*) or Clause 3.5 (*Automatic Conversion of Floating Charge*) have arisen.
- (b) The Security Agent shall not be entitled to give any notice or instruction (as the case may be) referred to in paragraph 2 of each notice in the form of part 1 or part 2 of Schedule 5 until a Declared Default has occurred.

11. STATUS, POWERS, REMOVAL AND REMUNERATION OF RECEIVER

11.1 Receiver as Agent

Each Receiver shall be the agent of the relevant Charging Company which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Security Agent will not be responsible for any misconduct, negligence or default of a Receiver.

11.2 Powers of Receiver

Each Receiver appointed under this deed shall have all the rights, powers, privileges and immunities conferred from time to time on an administrative receiver or other receivers duly appointed by the Law of Property Act 1925 and the Insolvency Act 1986 (each of which is deemed incorporated in this deed), so that the powers set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver, whether or not an administrative receiver. In addition, notwithstanding any winding-up or dissolution of the relevant Charging Company, each Receiver shall have power to:

- (a) develop, reconstruct, amalgamate or diversify any part of the business of the relevant Charging Company;
- (b) enter into or cancel any contracts on any terms or conditions;
- (c) incur any liability on any terms, whether secured or unsecured, and whether to rank for payment in priority to this security or not;
- (d) let or lease or concur in letting or leasing, and vary the terms of, determine, surrender leases or tenancies of, or grant options and licences over, or otherwise deal with, all or any of the Charged Property, without being responsible for loss or damage;
- (e) establish subsidiaries to acquire interests in any of the Charged Property and/or arrange for those subsidiaries to trade or cease to trade and acquire any of the Charged Property on any terms and conditions;
- (f) make and effect all repairs, renewals and improvements to any of the Charged Property and maintain, renew, take out or increase insurances;
- (g) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the relevant Charging Company and comprised in the Charged Property;
- (h) redeem any prior Security on or relating to the Charged Property and settle and pass the accounts of the person entitled to that prior Security, so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Charging Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;

- (i) appoint and discharge officers and others for any of the purposes of this deed and/or to guard or protect the Charged Property upon terms as to remuneration or otherwise as he may think fit;
- (j) settle any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the relevant Charging Company or relating to any of the Charged Property;
- (k) implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on any real property comprised in the Charged Property;
- (l) purchase or acquire any land or any interest in or right over land;
- (m) to the extent permitted by law to manage and use the Charged Property and to exercise and do (or permit the relevant Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Property;
- (n) exercise on behalf of the relevant Charging Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of any freehold or leasehold interest held by the relevant Charging Company or in which the Charging Company is otherwise interested (including but not limited to the Charged Property); and
- (o) do all other acts and things (including signing and executing all documents and deeds) as the Receiver considers to be incidental or conducive to any of the matters or powers in this Clause 11.2 (*Powers of Receivers*), or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property, and use the name of the relevant Charging Company for all such purposes,

and in each case may use the name of any Charging Company and exercise the relevant power in any manner which he may think fit.

11.3 **Removal of Receiver**

The Security Agent may by notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

11.4 **Remuneration of Receiver**

The Security Agent may from time to time determine the remuneration of any Receiver and the maximum rate specified in section 109(6) of the LPA will not apply. The Security Agent may direct payment of such remuneration out of moneys accruing to the Receiver but the Chargors alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver.

11.5 **Several Receivers**

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this deed (unless the document appointing such Receiver states otherwise).

12. **APPLICATION OF MONEYS**

12.1 **Order of Application**

All moneys received or recovered by the Security Agent or any Receiver pursuant to this deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by the Intercreditor Agreement notwithstanding any purported appropriation by any Charging Company.

12.2 Insurance Proceeds

If a Declared Default has occurred, all moneys received by virtue of any Insurance maintained or effected in respect of the Charged Property shall be paid to the Security Agent (or, if not paid by the insurers directly to the Security Agent, shall be held on trust for the Security Agent) and shall, at the option of the Security Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the relevant Charging Company) or in reduction of the Secured Obligations.

12.3 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed.

12.4 Suspense Account

- (a) Until the Secured Obligations are paid in full, the Security Agent may place and keep (for such time as it shall determine) any money received pursuant to this deed or on account of any Charging Company's liability in respect of the Secured Obligations in an interest bearing separate suspense account (to the credit of either the relevant Charging Company or the Security Agent as the Security Agent shall reasonably think fit) and the Receiver may retain the same for the period which he and the Security Agent consider expedient without having any obligation to apply all or any part of that money in or towards discharge of the Secured Obligations.
- (b) If the security created by this deed is enforced at a time when no amount is due under the Secured Debt Documents but at the time when amounts may or will become due, the Security Agent (or Receiver) may pay the proceeds of recoveries into a suspense account.

13. PROTECTION OF THIRD PARTIES

13.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Security Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Security Agent or any Receiver to exercise any of the powers conferred by this deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Obligations remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt Conclusive

The receipt of the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or any Receiver.

14. PROTECTION OF SECURITY AGENT AND RECEIVER

14.1 No Liability

Neither the Security Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his gross negligence or wilful default.

14.2 Possession of Charged Property

Without prejudice to Clause 14.1 (*No Liability*), if the Security Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession and may at any time at its discretion go out of such possession.

14.3 Liability of Charging Companies

- (a) Each Charging Company shall be deemed to be a principal debtor and the sole, original and independent obligor for the Secured Obligations and the Charged Property shall be deemed to be a principal security for the Secured Obligations.
- (b) The liability of each Charging Company under this deed and the charges contained in this deed shall not be impaired by any forbearance, neglect, indulgence, extension of time, release, surrender or loss of securities, dealing, variation or arrangement by the Security Agent or any other Secured Party, or by any other act, event or matter whatsoever whereby the liability of the relevant Charging Company (as a surety only) or the charges contained in this deed (as secondary or collateral charges only) would, but for this provision, have been discharged.
- (c) Clause 22 (*Guarantee and Indemnity*) of the Senior Facilities Agreement, article 11 (*Guarantees*) of the Senior Secured Notes Indenture and article 11 (*Guarantees*) of the Second Lien Notes Indenture will apply in relation to this deed as if incorporated in this deed, but on the basis that the obligations of each Guarantor arising under those clauses will be deemed to be substituted by the obligations of each Charging Company under this deed.

14.4 Security Agent

The provisions set out in Clause 31 (*Role of the Agent, the Arranger, the Issuing Bank and Others*) of the Senior Facilities Agreement, Clause 18 (*The Security Agent*) of the Intercreditor Agreement, article 7 (*The Trustee, the Security Agent and Agents*) of the Senior Secured Notes Indenture and article 7 (*The Trustee, the Security Agent and Agents*) of the Second Lien Notes Indenture shall govern the rights, duties and obligations of the Security Agent under this deed.

15. CUMULATIVE POWERS AND AVOIDANCE OF PAYMENTS

15.1 Cumulative Powers

The powers which this deed confers on the Security Agent, the other Secured Parties and any Receiver appointed under this deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person reasonably thinks appropriate. The Security Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Security Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

15.2 Amounts Avoided

If any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the relevant Charging Company or otherwise, then for the purposes of this deed that amount shall not be considered to have been paid.

15.3 Discharge Conditional

Any settlement or discharge between a Charging Company and any Secured Party shall be conditional upon no security or payment to that Secured Party by that Charging Company or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of that Secured Party under this deed) that Secured Party shall be entitled to recover from that Charging Company the value which that Secured Party has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

16. RULING OFF ACCOUNTS

If the Security Agent or any other Secured Party receives notice of any subsequent Security or other interest affecting any of the Charged Property (except as permitted by the Secured Debt Documents) it may open a new account for the relevant Charging Company in its books. If it does not do so then (unless it gives express notice to the contrary to the Parent), as from the time it receives that notice, all payments made by the relevant Charging Company to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Charging Company and not as having been applied in reduction of the Secured Obligations.

17. DELEGATION

- (a) The Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period any of the rights, powers or discretions vested in it under this deed.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct, omission or default on the part of any such delegate or sub delegate.

18. REDEMPTION OF PRIOR CHARGES

The Security Agent may, at any time after a Declared Default has occurred, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on each Charging Company. Each Charging Company will on demand pay to the Security Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

19. NOTICES

Any communication made under or in connection with this deed shall be made in accordance with Clause 26 (*Notices*) of the Intercreditor Agreement.

20. CHANGES TO PARTIES

20.1 Assignment by the Security Agent

The Security Agent may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the Secured Debt Documents.

20.2 **Changes to Parties**

Each Charging Company authorises and agrees to changes to parties under Clause 28 (*Changes to the Lenders*) and Clause 30 (*Changes to the Obligors*) of the Senior Facilities Agreement, Clause 20 (*Changes to Parties*) of the Intercreditor Agreement, section 9.01(a) (*Without Consent of Holders*) of the Senior Secured Notes Indenture and section 9.01(a) (*Without Consent of Holders*) of the Second Lien Notes Indenture and authorises the Security Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

21. **MISCELLANEOUS**

21.1 **Certificates Conclusive**

A certificate or determination of the Security Agent as to any amount payable under this deed will be conclusive and binding on each Charging Company, except in the case of manifest error.

21.2 **Invalidity of any Provision**

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

21.3 **Counterparts**

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

21.4 **Failure to Execute**

Failure by one or more parties ("**Non-Signatories**") to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other parties who do execute this deed. Such Non-Signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

21.5 **Third Party Rights**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed and no rights or benefits expressly or impliedly conferred by this deed shall be enforceable under that Act against the parties to this deed by any other person.

21.6 **Covenant To Release**

Once all the Secured Obligations has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of each Charging Company, take any action which may be necessary to release the Charged Property from the security constituted by this deed.

22. **GOVERNING LAW AND JURISDICTION**

- (a) This deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this deed are governed by English law.
- (b) Subject to paragraph (d) below, 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 obligation arising out of or in connection with this deed) or the consequences of its nullity (a "**Dispute**").

- (c) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.

IN WITNESS whereof this deed has been duly executed on the above date first above written.

SCHEDULE 1

CHARGING COMPANIES

Name	Registered Number
Care UK Health & Social Care Investments Limited	07158140
Care UK Health & Social Care plc	07068789
Care UK Limited	01668247
Care UK Mental Health Partnerships Limited	01833385
Care UK Services Limited	02482660
Care UK Clinical Services Limited	03462881
Care UK Community Partnerships Limited	02644862
Community Health Services Limited	02147783
Homebridge Limited	02772562
Care UK Homecare Limited	02744787
Care UK Learning Disabilities Services Limited	02622175
PHG (Hampshire) Limited	06028264
Care UK (Urgent Care) Holdings Limited	05743495
Amicus ITS Limited	03879859
Care UK (Urgent Care) Limited	05232967
Care UK (H4H) Limited	06239911
Care UK (Shepton Mallet) Limited	05111485
Care UK (Peninsula) Limited	07229581

**SCHEDULE 2
AGREED MATERIAL PROPERTIES**

	Div	Address	Proprietor	Title No
1.	MH	Althea Park, 51 Stratford Road, Stroud, GL5 4AJ	Care UK Mental Health Partnerships Ltd	GR179582
2.	MH	Ashleigh House, 64 Cainscross Road, Stroud, GL5 4HB	Care UK Mental Health Partnerships Ltd	GR177771
3.	MH	Avesbury House, 85 Tanners End Lane, Edmonton, N18 1PQ	Care UK Mental Health Partnerships Ltd	EGL379357
4.	RCS	Beechhurst, Beech Hurst, Butlers Green Road, Haywards Heath, RH16 4DA	Care UK Community Partnerships Ltd	WSX210304
5.	MH	Brierley Court Independent Hospital, 145 Church Lane, Moston, Manchester, M9 4LA	Care UK Mental Health Partnerships Ltd	GM179871
6.	RCS	Catherine Court, Cressex Road, High Wycombe, HP12 4QF	Community Health Services Ltd	BM219571
7.	RCS	Chalfont Court, Uxbridge Road, Rickmansworth, WD3 7AR	Community Health Services Ltd	HD7421
8.	RCS	Cherry Orchard, Behind Castle Green Flats, Dagenham Avenue, Dagenham, RM9 6LG	Care UK Community Partnerships Ltd	EGL383945
9.	RCS	Cumberland, 67 Whitford Gardens, Mitcham, CR4 4AA	Care UK Community Partnerships Ltd	TGL107078
10.	RCS	Darlington Court, The Leas off Station Road, Rustington, Littlehampton, BN16 3SE	Care UK Community Partnerships Ltd	WSX191918
11.	MH	Evergreen Lodge, 21 South Park Hill Road, South Croydon, CR2 7DY	Care UK Mental Health Partnerships Ltd	SY127694
12.	RCS	Haven Lodge, Reckitts Close, Holland Road, Clacton on Sea, CO15 6PG	Lanemile Ltd	EX449807
13.	RCS	Heatherbrook Nursing Home, 80 Como Street, Romford, RM7 7DT	Care UK Community Partnerships Ltd	NGL196158
14.	RCS	Hinton Grange, 442 Bullen Close, Cambridge, CB1 8YU	Care UK Community Partnerships Ltd	CB154770

	Div	Address	Proprietor	Title No
15.	RCS	Hollins Park, Hollins Park, Victoria Road, Macclesfield, SK10 3JA	Community Health Services Limited	CH333752
16.	RCS	Jubilee House, Pound Lane, Godalming, GU7 1BX	Care UK Community Partnerships Ltd	SY668018
17.	RCS	Ogilvy Court, 13-23 The Drive, Wembley, HA9 9EF	Community Health Services Ltd	MX301833
18.	MH	Park Lodge, 34 Sandy Lane, Romiley, Stockport, SK6 4NH	Care UK Mental Health Partnerships Ltd	GM291634 / GM797236
19.	MH	Park Villa, Park Lane, Macclesfield, SK11 8AE	Care UK Mental Health Partnerships Ltd	CH181466
20.	RCS	Pinetum, Valley Drive, Countess of Chester Health Park, Liverpool Road, Chester, CH2 1UA	Community Health Services Ltd	CH410124
21.	RCS	Station House, Victoria Avenue, Crewe, CW2 7SF	Community Health Services Ltd	CH353546 / CH353547
22.	RCS	Tall Trees, Oaks Place, Mile End Road, Colchester, CO4 5BZ	Lanemile Ltd	EX465452
23.	RCS	Colne View, Dame Mary Walk Off Colchester Road, Halstead, Essex, CO9 2ES	Care UK Community Partnerships Ltd	EX862549
24.	RCS	Francis Court, Borers Arms Road, Copthorne, Crawley, West Sussex, RH10 3LQ	Care UK Community Partnerships Ltd	WSX299593
25.	RCS	Mill View, Sunnyside Close, Dunnings Road, East Grinstead, Surrey, RH19 4QW	Care UK Community Partnerships Ltd	WSX212225
26.	MH	34-39 Margaret Street, Kingston upon Hull, HU3 1ST	Care UK Mental Health Partnerships Ltd	HS79941
27.	MH	Walsall, 225 Lichfield Road, Little Bloxwich, Walsall, WS3 3DH	Care UK Mental Health Partnerships Ltd	MM2029
28.	CS	Whitwood Grange, Smawthorne Lane, Castleford, West Yorkshire, WF10 4ES	Care UK Learning Disabilities Services Ltd	WYK880370

	Div	Address	Proprietor	Title No
29.	CS	Whitwood Hall, Whitwood Lane, Castleford, West Yorkshire, WF10 5QD	Care UK Learning Disabilities Services Ltd	WYK426698
30.	CS	Whitwood House, 82 Lumley Street, Highton, Castleford, West Yorkshire, WF10 5LD	Care UK Learning Disabilities Services Ltd	WYK139439

SCHEDULE 3
SUBSIDIARY SHARES

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Care UK Health & Social Care Investments Limited (company number 07158140)	Care UK Health & Social Care plc (company number 07068789)	210,676,211 ordinary shares of £1 each	n/a
Care UK Health & Social Care plc (company number 07068789)	Care UK Limited (company number 1668247)	62,287,912 ordinary shares of 10p each	n/a
Care UK Limited (company number 1668247)	Care UK Mental Health Partnerships Limited (company number 01833385)	100 ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Care UK Services Limited (company number 02482660)	2 ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Care UK Clinical Services Limited (company number 03462881)	998 ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Ellerash Limited (company number 02243045)	200,000 'A' ordinary shares of £1 each 200,000 'B' ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Care UK Community Partnerships Limited (company number 02644862)	2 ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Homebridge Limited (company number 02772562)	100 ordinary shares of £1 each	n/a

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Care UK Limited (company number 1668247)	Care UK Community Care Agency Limited (company number 03485601)	100 ordinary shares of £1 each 1 'A' ordinary share of £1 each	n/a
Care UK Limited (company number 1668247)	Care UK Homecare Limited (company number 02744787)	501 'A' ordinary shares of £1 each 499 'B' ordinary shares of £1 each	n/a
Care UK Limited (company number 1668247)	Care UK Learning Disabilities Limited (company number 02622175)	64,100 ordinary shares of £1 each	n/a
Care UK Mental Health Partnerships Limited	Recovery and Rehabilitation Partnership Limited (company number 08166319)	1,483,657 A ordinary shares of £1.00 JV 50% owned	n/a
Care UK Clinical Services Limited	Care UK Community Diagnostics Limited (company number 05256452)	100 £1 ordinary	n/a
Care UK Clinical Services Limited	Care UK (UKSH) Limited (company number 05111488)	16,280 A ordinary of 10p 7,583 B ordinary of 10p 1,788 C ordinary of 10p 863 E ordinary of 30p	n/a
Care UK Clinical Services Limited	CareNorthants Limited (company number 07035533)	50,000 ordinary of £1.00	n/a
Care UK Clinical Services Limited	Care UK Practices Limited (company number 07669163)	2 ordinary shares of £1.00	Dr Rafid Aziz and Dr Adeel Rasul hold one share each as nominee for Care UK Clinical Services Ltd.

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Care UK Clinical Services Limited	Gryphon Health LLP (company number OC337447)	Limited Liability Partnership – no share capital	n/a
Care UK Clinical Services Limited	Care UK (Urgent Care) Holdings Limited (company number 05743495)	389,627 ordinary shares of 1p	n/a
Care UK Clinical Services Limited	Care UK Healthcare (Southeast) Limited (company number 04877889)	1,000,001 ordinary shares of £1.00	n/a
Care UK Clinical Services Limited	PHG (Hampshire) Limited (company number 06028264)	5,000,000 ordinary shares of £1.00	n/a
Care UK Clinical Services Limited	Care UK Primary Care Limited (company number 05512273)	65,000 A ordinary of £1.00 35,000 B ordinary of £1.00	n/a
Care UK Clinical Services Limited	Pocket Physio Limited (company number 08530785)	One £1.00 ordinary	n/a
Care UK Clinical Services Limited	Portsmouth Health Ltd (company number 06563486)	10,000 £1 ordinary JV 33% held	n/a
Care UK Community Partnerships Limited	CHS Healthcare Limited (company number 02797701)	2,320,000 10p ordinary	n/a
Care UK Community Partnerships Limited	Care UK Community Partnerships (Suffolk) Limited (company number 08212279)	One £1 ordinary	n/a
Care UK Community Partnerships Limited	Lanemile Limited (company number 02571516)	1,000 £1 ordinary	n/a

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Community Health Services Limited	CHS (Kincardine) Limited (company number 02873622)	2 £1 ordinary	n/a
Care UK Learning Disabilities Services Limited	Living Ambitions Limited (company number 04340843)	1,112 £1.00 ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Gryphon Health LLP (company number OC337447)	Limited Liability Partnership no share capital.	n/a
Care UK (Urgent Care) Holdings Limited	Amicus ITS Limited (company number 03879859)	420,000 £1 ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Care UK (Urgent Care) Limited (company number 05232967)	1,500,000 £1 ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Care UK (Surrey) Limited (company number 06404319)	One £1 A ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Care UK (HCS) Limited (company number 02826512)	Company limited by guarantee with no share capital	n/a
Care UK (Urgent Care) Holdings Limited	Buckinghamshire Urgent Care Alliance LLP (company number OC337453)	Limited Liability Partnership no share capital.	n/a
Care UK (Urgent Care) Holdings Limited	BH Health Limited (company number 06240414)	3 £1 ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Care UK (H4H) Limited (company number 06239911)	1,760 £1 ordinary	n/a

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Care UK (Urgent Care) Holdings Limited	Hillingdon Health Limited (company number 06030884)	Currently 175,000 £1 ordinary being reduced to one £1 ordinary	n/a
Care UK (Urgent Care) Holdings Limited	Suffolk Integrated Healthcare Limited (company number 04969657)	740,000 B ordinary of 10p JV 51.38% held	n/a

SCHEDULE 4
INTELLECTUAL PROPERTY

UK Trade Mark Number	Trade Mark	Date of Entry in Register	Owner Name
UK00002419811	Mouse to managed service	13 October 2006	Amicus Technology Ltd which is in process of transfer to Amicus ITS Ltd
UK00002602055	homecare select	24 February 2012	Care UK Limited
UK00002502491	care uk	13 November 2008	Care UK Limited
UK00002502494	care uk fulfilling lives	13 November 2008	Care UK Limited

SCHEDULE 5

DETAILS OF COLLECTION ACCOUNTS

Company	Account Bank	Account Number	Sort Code
Care UK Health & Social Care plc	HSBC	██████	██████
Care UK Health & Social Care Investments Limited	HSBC	██████	██████
Care UK Limited	HSBC	██████	██████
Care UK Mental Health Partnerships Limited	HSBC	██████	██████
Care UK Services Limited	HSBC	██████	██████
Care UK Clinical Services Limited	HSBC	██████	██████
Care UK Community Partnerships Limited	HSBC	██████	██████
Community Health Services Limited	HSBC	██████	██████
Homebridge Limited	HSBC	██████	██████
Care UK Homecare Limited	HSBC	██████	██████
Care UK Learning Disabilities Services Limited	HSBC	██████ ██████	██████
Care UK (Urgent Care) Holdings Limited	HSBC	██████	██████
Amicus ITS Limited	HSBC	██████	██████
Care UK (Urgent Care) Limited	HSBC	██████	██████
Care UK (H4H) Limited	HSBC	██████	██████

SCHEDULE 6

PART 1

FORMS OF NOTICE TO COUNTERPARTIES (OTHER THAN INSURERS) OF ASSIGNED AGREEMENTS/HEDGING AGREEMENTS

To: *[insert name and address of counterparty]*

Dated: [●]

Dear Sirs

Re: *[here identify the relevant Assigned Agreement/Hedging Agreement]* (the "Agreement")

We notify you that *[insert name of Charging Company]* (the "**Charging Company**") has *[charged in favour of]/[assigned to]* *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Agreement as security for certain obligations owed by the Charging Company to the Secured Parties.

We further notify you that:

1. the Charging Company has ceased to have any right to deal with you in relation to the Agreement you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Agreement to the Security Agent on request;
3. you must pay all monies to which the Charging Company is entitled under the Agreement direct to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Charging Company has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Charging Company any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: *[insert name and address of Security Agent]*

Copy to: *[insert name and address of Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[insert name of Counterparty]

Dated: [●]

PART 2
FORM OF NOTICE TO INSURERS

To: *[insert name and address of insurance company]*

Dated: [●]

Dear Sirs

Re: *[here identify the relevant insurance policy(ies)] (the "Policies")*

We notify you that *[insert name of Charging Company]* (the "**Charging Company**") has assigned to *[insert name of Security Agent]* (the "**Security Agent**") for the benefit of itself and certain other banks and financial institutions (the "**Secured Parties**") all its right, title and interest in the Policies as security for certain obligations owed by the Charging Company to the Secured Parties but excluding any third party liability or public liability insurance and any directors and officers insurance.

We further notify you that:

1. the Charging Company may not agree to amend or terminate the Policies without the prior written consent of the Security Agent;
2. the Charging Company has ceased to have any right to deal with you in relation to the Policies and you should deal only with the Security Agent;
3. you are authorised to disclose information in relation to the Policies to the Security Agent on request; and
4. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of confirmation that:

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you will pay all monies to which the Charging Company is entitled under the Policies to the Security Agent (and not to the Charging Company) unless the Security Agent otherwise agrees in writing;
- (c) you will not cancel or otherwise allow the Policies to lapse without giving the Security Agent not less than fourteen (14) days written notice;
- (d) you have not received notice that the Charging Company has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Charging Company]

[On acknowledgement copy]

To: *[insert name and address of Security Agent]*

Copy to: *[insert name and address of Charging Company]*

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (e) above.

.....
for and on behalf of
[insert name of insurance company]

Dated: [•]

SCHEDULE 7

FORM OF NOTICE TO BANKS OPERATING COLLECTION ACCOUNTS

To: *[insert name and address of Account Bank]* (the "Account Bank")

Dated: [●]

Dear Sirs

Re: The [●] Group of Companies - Security over Bank Accounts

We notify you that *[insert name of Charging Company]* (the "Charging Company") and certain other companies identified in the schedule to this notice (together the "Customers") charged to *[insert name of Security Agent]* (the "Security Agent") for the benefit of itself and certain other banks and financial institutions all their right, title and interest in and to the monies from time to time standing to the credit of the accounts identified in the schedule to this notice and to any other accounts from time to time maintained with you by the Customers (the "Charged Accounts") and to all interest (if any) accruing on the Charged Accounts.

1. Following the Security Agent notifying you that its rights to enforce the security have arisen under certain documents to which we are a party, we irrevocably authorise and instruct you:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent and to pay all or any part of those monies to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (b) to disclose to the Security Agent any information relating to the Customers and the Charged Accounts which the Security Agent may from time to time request you to provide.
2. We also advise you that:
 - (a) by counter-signing this notice the Security Agent confirms that the Customers may make withdrawals from the Charged Accounts until such time as the Security Agent shall notify you (with a copy to the Charging Company) in writing that a Declared Default has occurred and that their permission is withdrawn.
 - (b) the provisions of this Notice may only be revoked or varied with the prior written consent of the Security Agent.
3. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Charging Company) by way of your confirmation that:
 - (a) you agree to act in accordance with the provisions of this notice;
 - (b) you have not received notice that any Customer has assigned its rights to the monies standing to the credit of the Charged Accounts or otherwise granted any security or other interest over those monies in favour of any third party;
 - (c) you will not exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts, except for the netting of credit and debit balances pursuant to current account netting arrangements previously approved in writing by the Security Agent; and

- (d) you have not claimed or exercised, nor do you have outstanding any right to claim or exercise against the Charging Company, any right of set-off, counter-claim or other right relating to the Charged Accounts.

This letter 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 letter.

The provisions of this notice are governed by English law.

Schedule

Customer	Account Number	Sort Code
[•]	[•]	[•]

Yours faithfully,

.....
for and on behalf of
[Insert name of Charging Company]
as agent for and on behalf of
all of the Customers

Counter-signed by

.....
for and on behalf of
[Insert name of Security Agent]

[On acknowledgement copy]

To: **[Insert name and address of Security Agent]**

Copy to: **[Insert name of Charging Company]** (on behalf of all the Customers)

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (d) above.

.....
for and on behalf of
[Insert name of Account Bank]

Dated: **[•]**

SCHEDULE 8

FORM OF SECURITY ACCESSION DEED

**[THIS INSTRUMENT MUST BE REGISTERED AT THE COMPANIES REGISTRY / CONSIDER
OTHER NECESSARY FILINGS]**

THIS SECURITY ACCESSION DEED is made on [•]

BETWEEN:

- (1) [•] (a company incorporated in *[England and Wales]* with registered number [•] (the "**New Charging Company**"); and
- (2) [•] as security agent for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated [•] between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed and in addition:

["Assigned Agreement" means [•].]

["Collection Accounts" means [•].]

["Excluded Subsidiary Shares" mean [•].]

["Subsidiary Shares" mean [•].]

1.2 Construction

Clause 1.2 (*Construction*) and Clause 1.3 (*Other References*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

The New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture (as modified, if relevant, in accordance with this Schedule to this Security Accession Deed) as if it had originally been a party to it as a Charging Company.

2.2 Covenant to pay

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, the New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in the manner provided for in the relevant Secured Debt Document.

2.3 Fixed charges

Subject to Clauses 3.6 (*Excluded Assets*) and 3.7 (*Intellectual Property Restructuring Charging*) of the Debenture, the New Charging Company, as continuing security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

(a) [by way of first legal mortgage:

- *all the Premises as specified in Schedule 1 together with all buildings and fixtures (including trade fixtures) on or forming part of the Premises, as at the date of this deed; and]*

(b) [by way of first fixed charge:

- *all other interests (not charged under clause 2.3(a) (Fixed Charges)) in the Premises, the buildings and fixtures (including trade fixtures) on, or forming part of, the Premises, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use the Premises and the benefit of all other agreements relating to use and/or occupation of the Premises;*
- *all the Subsidiary Shares and Investments and all corresponding Distribution Rights;*
- *all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;*
- *all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;*
- *all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;*
- *all monies standing to the credit of any and all its accounts (including the Collection Accounts) with any bank, financial institution, or other person;*
- *all its Intellectual Property;*
- *all rights and interest in the Hedging Agreements;*
- *the benefit of all consents and agreements held by it in connection with the use of any of its assets;*
- *its goodwill and uncalled capital; and*
- *if not effectively assigned by clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Assigned Agreements.]*

2.4 Floating charge

As further continuing security for the payment of the Secured Obligations and subject to Clauses 3.6 (*Excluded Assets*) and 3.7 (*Intellectual Property Restructuring Charging*) of the Debenture, the New Charging Company charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets (excluding Excluded Subsidiary Shares), not effectively charged by way of first fixed charge under clause 2.3 (*Fixed Charges*) or assigned under clause 2.5 (*Security Assignment*).

2.5 Security Assignment

[As further continuing security for the payment of the Secured Obligations and subject to Clauses 3.6 (*Excluded Assets*) and 3.7 (*Intellectual Property Restructuring Charging*) of the Debenture, the New Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct).]

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. CONSENT OF EXISTING CHARGING COMPANIES

The existing Charging Companies agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

5. NOTICES

The New Charging Company confirms that its address details for notices in relation to clause 21.1 (*Communications in Writing*) of the Debenture are as follows:

Address: [•]

Facsimile: [•]

Attention: [•]

6. LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

Details of Premises

SCHEDULE 2

Details of Subsidiary Shares

SCHEDULE 3

Details of Collection Accounts

SIGNATORIES TO DEED OF ACCESSION

The New Charging Company

EXECUTED as a deed by)
[•])
acting by a director and its)
secretary or two directors)

..... Signature of director

..... Name of director

..... Signature of director/secretary

..... Name of director/secretary

OR

EXECUTED as a deed by)
[*insert name of company in bold and*)
upper case] acting by [*insert name of*)
director] in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Security Agent

EXECUTED by)
[•])
Acting by its)
authorised signatory)
[•])

SCHEDULE 9
FORM OF SUPPLEMENTAL LEGAL CHARGE

Supplemental Legal Charge

[*Name of Charging Company*]

and

ING Bank N.V., London Branch
as Security Agent

relating to a Debenture dated [●]

Note: the application of recoveries under this supplemental legal charge
is regulated by the terms of the Intercreditor Agreement

[●] 20[●]

THIS DEED is made on [●] 20[●]

BETWEEN:

- (1) [NAME OF CHARGING COMPANY] (a company incorporated in England and Wales with registered number [●]) (the "Charging Company"); and
- (2) ING BANK N.V., LONDON BRANCH as security agent for itself and the other Secured Parties (the "Security Agent").

RECITALS

- (A) This deed is supplemental to a debenture dated [●] 2014 (the "Original Debenture") between, amongst others, the Charging Company and the Security Agent.
- (B) The Charging Company owns or has acquired an interest in the freehold property specified in the schedule to this deed (the "Property") and is required to enter into this deed pursuant to Clause 5 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of Clause 1.3 (Other References) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.
- 1.3 The terms of the Secured Debt Documents and of any side letters between any party in relation to any Senior Finance are incorporated in this deed to the extent required for any purported disposition of the 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.

2. CHARGING CLAUSE

Subject to Clause 3.6 (*Excluded Assets*) of the Original Debenture, the Charging Company, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property.

3. INCORPORATION

The provisions of Clauses 4 (Continuing Security) to Clause 22 (Governing Law and Jurisdiction) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Charging Company" shall be deemed to be references to the Charging Company.

4. LAND REGISTRY

- (a) In relation to the real property charged by way of legal mortgage under this deed situated in England and Wales, the Charging Company hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be

entered on the Proprietorship Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of ING Bank N.V., London Branch Limited as Security Agent referred to in the charges register."

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to the real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Charges Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Property title which is registered at Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of the Charging Company.

5. CONTINUATION

- (a) The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.
- (b) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations and this security may be enforced against the Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.
- (c) References in the Original Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this deed.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- (a) A Charging Company may not create or agree to create or permit to subsist any Security over all or any part of the Charged Property unless such security is not prohibited by the terms of the Secured Debt Documents.
- (b) A Charging Company may not sell or otherwise dispose of all or any part of the Charged Property except as not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent.

7. ACKNOWLEDGEMENTS

This document is a Transaction Security Document for the purposes of the Senior Facilities Agreement and a Security Document for the purposes of the Senior Secured Notes Indenture and the Second Lien Notes Indenture.

8. **INTERCREDITOR AGREEMENT**

The application of recoveries under this deed is regulated by the terms of the Intercreditor Agreement.

9. **GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.
- (b) 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) (a "**Dispute**").
- (c) For the benefit of the Secured Parties only, the parties to this deed 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.

10. **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 the deed.

IN WITNESS whereof this deed has been duly executed on the above date first above written.

SCHEDULE

The Property

Executed as a deed by)
)
 [●])
)
 acting by)

in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address:
Fax No.:
Attention:

Security Agent

Signed by)
 ING BANK N.V., LONDON BRANCH)
)
 acting by)

in the presence of:

Signature of authorised signatory

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address:

Fax :
Attention

:

SIGNATORIES TO DEBENTURE

Charging Companies

EXECUTED AS A DEED by CARE UK HEALTH)
& SOCIAL CARE INVESTMENTS LIMITED)
acting by:)
)
)
)
)
)
)

PAUL DEMPSEYS
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness: JO MARTH

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Colchester CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK HEALTH)
& SOCIAL CARE PLC acting by:)
)
)
)
)
)
)

Paul Humphreys
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Colchester CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK LIMITED)
acting by:)
)
)
)
)
)

Paul Humphreys
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness

[Redacted Signature]

Name of witness: Jo Marsh

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Colchester CO4 9QB

Fax No.: [Redacted]

Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK MENTAL)
HEALTH PARTNERSHIPS LIMITED acting by:)
)
)
)
)
)

Paul Humphreys
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness: JO MARSH

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK SERVICES)
LIMITED acting by:)

PAUL THOMPSON
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK CLINICAL)
SERVICES LIMITED acting by:)
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)
)
)
)
)

Paul Humphreys
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness: Jo Marsh

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK)
COMMUNITY PARTNERSHIPS LIMITED acting)
by:)
)
)
)
)
)

Paul Humphreys
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by **COMMUNITY**)
HEALTH SERVICES LIMITED acting by:)

Paul Thompson
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB

Fax No.:

Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by **HOMEBRIDGE**)
LIMITED acting by:)
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)
)

Paul Humphreys
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [REDACTED]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK)
HOMECARE LIMITED acting by:)
)
)
)
)
)

PAUL MCMPTREYS
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK)
LEARNING DISABILITIES SERVICES)
LIMITED acting by:)
)
)
)
)
)

PAUL HOMPHEYS
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness: JO MARSH

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by PHG (HAMPSHIRE)
LIMITED acting by:

Paul Humphreys
Name of Director

Signature of Director
in the presence of:

Signature of witness:

Name of witness: JO MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK (URGENT)
CARE) HOLDINGS LIMITED acting by:)
)
)
)
)
)
)

Paul Thompson
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness:

JO MARSH

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by AMICUS ITS)
LIMITED acting by:)
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)

Paul Humphreys
Name of Director

Signature of Director

in the presence of:


Signature of witness:

Name of witness: JO MARKH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: 
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK (URGENT
CARE) LIMITED acting by:

Paul Thompson
Name of Director

Signature of Director
in the presence of:

Signature of witness:

Name of witness: JO. MARSH

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK (H4H))
LIMITED acting by:)
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)

Paul Humphreys
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness

[Redacted Signature]

Name of witness: JO MARI

Address of witness:

Occupation of witness:

[Redacted Address and Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK)
(SHEPTON MALLET) LIMITED acting by:)
)
)
)
)
)
)

Paul Dempsey
Name of Director

Signature of Director

in the presence of:

Signature of witness:

Name of witness: JO MARTIN

Address of witness:

Occupation of witness:

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.:
Attention: Jonathan Calow, Group Director of Legal Services

EXECUTED AS A DEED by CARE UK)
(PENINSULA) LIMITED acting by:)
)
)
)
)
)

PAUL HUMPHREYS
Name of Director

Signature of Director
in the presence of:

[Redacted Signature]

Signature of witness:

[Redacted Signature]

Name of witness: JO MARSH

Address of witness:

[Redacted Address]

Occupation of witness:

[Redacted Occupation]

Notice Details

Address: Connaught House, 850 The Crescent, Colchester Business Park, Essex CO4 9QB
Fax No.: [Redacted]
Attention: Jonathan Calow, Group Director of Legal Services

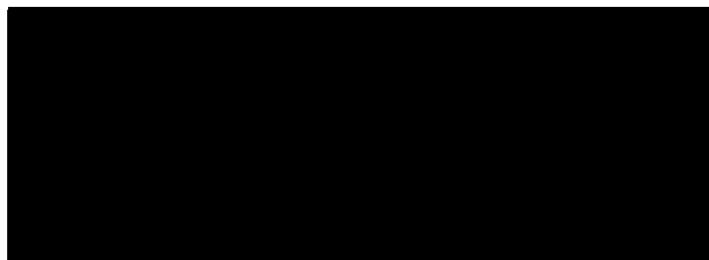
Security Agent

Executed as a deed by

ING BANK N.V., LONDON BRANCH

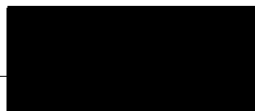
acting by

in the presence of:



CRAIG BAKER STUART COMSTON

Signature of signatory:

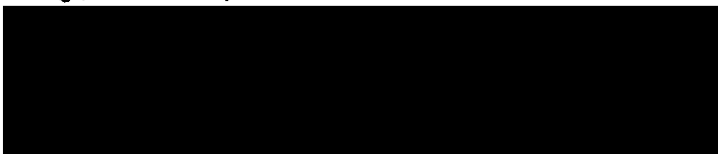


Signature of witness:

Name of witness:

PIJAR GARCIA

Address of witness:



Occupation of witness:

Notice Details

Address: Structured Acquisition Finance, 60 London Wall, London EC2M 5TQ
Fax: [Redacted]
Attention : Pilar Garcia