



Registration of a Charge

Company name: **ACORN CARE (WELSHPOOL) LIMITED**

Company number: **04227738**



X3G7OEB3

Received for Electronic Filing: **11/09/2014**

Details of Charge

Date of creation: **28/08/2014**

Charge code: **0422 7738 0005**

Persons entitled: **BANK OF SCOTLAND PLC(IN ITS CAPACITY AS SECURITY TRUSTEE)**

Brief description: **ACCESSION TO A DEBENTURE DATED 19 OCTOBER 2007 MADE BETWEEN (1) LIGHTHOUSE HEALTHCARE LIMITED AND OTHERS; AND (2) BANK OF SCOTLAND PLC, TAKING FIXED AND FLOATING CHARGES OVER ALL THE ASSETS AND UNDERTAKING OF THE COMPANY, PRESENT AND FUTURE; AND FIXED CHARGE OVER LAND BEING SEVERN HOUSE, GREENFIELDS, WELSHPOOL, SY21 7BY (ALSO KNOWN AS PHOENIX HOUSE WITH TITLE NUMBER WA505109.**

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: **JENNA POULTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4227738

Charge code: 0422 7738 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2014 and created by ACORN CARE (WELSHPOOL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2014 .

Given at Companies House, Cardiff on 11th September 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

FORM OF DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

DATE: 28 AUGUST 2014

PARTIES

- (1) **ACORN CARE (WELSHPOOL) LIMITED** (registered in England and Wales under number 04227738); and
- (2) **BANK OF SCOTLAND PLC** (the "Security Trustee").

RECITALS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 19 October 2007 between: (i) the Companies named in Schedule 1 of the Principal Deed being (1) Lighthouse Healthcare Limited (Company Number 05820919) (in its former name of Acorn Care Acquisitions Limited); (ii) Acorn Care Limited (Company Number 03147293); (iii) Field House (Alfreton) Limited (Company Number 05148271) (in its former name of Growing Older with Learning Disability Limited); and (iv) Healthline Individual Care Limited (Company Number 01440442) (in its former name of Mike Alford (Welton) Limited; and (2) the Security Trustee as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**").
- (B) The New Chargor has agreed to charge in favour of the Security Trustee, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Liabilities, and to accede to the Principal Deed.

IT IS AGREED THAT:**1. DEFINITIONS AND INTERPRETATION**

Words and phrases defined in the Principal Deed and principles of Interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**2.1 Accession**

The New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed.

We certify this document as a true copy of the original	
	<i>Eversheds LLP</i>
Date:	8/9/2014
EVERSHEDS LLP	

2.2 **Covenant to pay**

Each Chargor as primary obligor and not merely as surety hereby covenants that it will, pay or discharge to the Security Trustee all Indebtedness now or in the future due, owing or incurred by it to each Secured Finance Party, under or pursuant to the Finance Documents at the times and in the manner provided in the relevant Finance Documents.

- 2.3 If any Chargor shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest in accordance with Clause 23 of the Principal Deed.

2.4 **Borrower's agreement to the accession**

The Borrower (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. **CREATION OF FIXED SECURITY**

3.1 **Creation of fixed security**

3.1.1 Each Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, hereby charges to the Security Trustee:

- (a) subject to clause 3.6 of the Principal Deed, by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described beside each relevant Chargor in **Schedule 2** (*Land to be Mortgaged*);
- (b) subject to clause 3.6, by way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry;
- (c) by way of fixed charge:
 - (i) subject to clause 3.6, all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.1;

- (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investment Securities which are now, or in the future become, its property;
- (vi) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities;
- (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities;
- (viii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them including any refund of premiums);
- (ix) all its goodwill and uncalled capital for the time being;
- (x) all trade debts now or in the future owing to it and all proceeds thereof and the benefit of all rights relating thereto;
- (xi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xii) the benefit of all agreements, instrument, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;
- (xiii) all its interests and rights (if any) now or in the future in or to any pension fund;
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed

Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this Clause 3.1;

(xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and

(xvi) subject to clause 3.6, the Lease Documents.

4. CREATION OF FLOATING CHARGE

Each Chargor, with full title guarantee, hereby charges to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3.1 (*Creation of fixed security*) including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) provided that such Chargor shall not create any security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 10 (*Negative pledge and other restrictions*) with respect to any such Asset, and such Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents.

5. POWER OF ATTORNEY

5.1 Appointment of Attorney

5.1.1 Each Chargor, by way of security, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed otherwise at any time whilst an Event of Default is continuing and the Agent has delivered a notice to the Borrower in accordance with clause 23.19 of the Facility Agreement to:

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) perform any other act of any description,

which may be required of such Chargor under the Principal Deed or may be deemed by such attorney necessary or desirable for any purpose of the Principal Deed or to constitute, enhance or perfect the Security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

5.2 Ratification

Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

5.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this Clause shall be recoverable from each relevant Chargor under Clause 22 of the Principal Deed (*Costs, expenses and liabilities*).

5.4 Ratification

The new Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

6. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

8. GOVERNING LAW AND JURISDICTION

8.1 Governing Law

This Deed is governed by and construed in accordance with English Law.

8.2 Jurisdiction of English courts

8.2.1 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or discharge of this Deed (a "**Dispute**").

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

8.2.3 This Clause 8.2 is for the benefit of the Secured Finance Parties only. As a result, no Secured Finance Party shall be prevented from taking proceedings relating to a Dispute in any other jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

8.3 Service of process

8.3.1 Without prejudice to any other mode of service allowed under any relevant law, the New Chargor (if it is not incorporated in England and Wales);

- (a) appoints Shoo 780AA Limited at 2nd Floor, Bezant House, Bradgate Park View, Chellaston, Derbyshire, DE73 5UH (or such other address in England and Wales as the Borrower may notify to the Agent in writing) as its agent for service of process in relation to any proceedings before the English courts in connection with this deed and agrees that such appointment cannot be revoked unless another such agent for service of process, acceptable to the Security Trustee acting reasonably, is appointed on the same terms;
- (b) agrees that failure by a process agent to notify the relevant New Chargor of the process will not invalidate the proceedings concerned; and
- (c) also consents:
 - (i) to the service of process in any proceedings brought in the English courts by the mailing of copies by registered or certified mail, postage prepaid; and
 - (ii) where required to effect such service of any proceedings in any relevant jurisdiction, to service of proceedings by bailiff or other duly appointed official or otherwise as the law of such jurisdiction requires at the relevant time.

8.4 Agreement

The New Chargor expressly agrees and consents to the provision of Clause 8.

This Deed of Accession and Charge has been executed by the New Chargor and the Borrower as a deed and signed by the Security Trustee and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1**Registered Land to be mortgaged**

Name of the Chargor / Registered Proprietor	Description of Property	Title Number
Acorn Care (Welshpool) Limited	Freehold land being Severn House, Greenfields, Welshpool, SY21 7BY (also known as Phoenix House)	WA505109

The address for service of the Security Trustee in the case of registered land is:
Bank of Scotland Plc (as Agent for the Lenders under a Facility Agreement dated 19 October 2007 as amended, restated, varied and supplemented from time to time with Shoo 780AA Limited, Lighthouse Healthcare Limited and Others) at 1st Floor, Citymark, 150 Fountainbridge, Edinburgh, EH3 9PE (for the attention of: Jennifer Espiner).

SCHEDULE 2**Notice Details**


New Chargor	Notice Provisions
Shoo 780AA Limited	2 nd Floor
	Bezant House
	Bradgate Park View
	Chellaston
	Derbyshire
	United Kingdom
	DE73 5UH
	Fax: 01332 701 666
	Attention: Finance Director

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a Deed
by Acorn Care (Welshpool) Limited
 (pursuant to a resolution of its Board
 of Directors) acting by
 Julian Ball
 in the presence of:

)
)
)
)
)
) **Director**

Witness Signature: 

Witness Name: *GARETH COOK*

Witness Address: **SHOOSMITHS LLP**
 Waterfront House
 35 Station Street
 Nottingham NG2 3DQ

THE SECURITY TRUSTEE

Executed and Delivered as a Deed
 for and on behalf of
Bank of Scotland Plc
 in the presence of:

)
)
)
)
) **Authorised Signatory**

Witness Signature:


Witness Name:

Witness Address:

THE BORROWER

Executed and Delivered as a Deed
 Deed by **SHOO 780AA Limited**
 (pursuant to a resolution of its
 Board of Directors) acting by
 Julian Ball
 in the presence of:

)
)
)
)
)
) **Director/Secretary**

Witness Signature: 

Witness Name: *GARETH COOK*

Witness Address: **SHOOSMITHS LLP**
 Waterfront House
 35 Station Street
 Nottingham NG2 3DQ

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a Deed)
 by Acorn Care (Welshpool) Limited)
 (pursuant to a resolution of its Board)
 of Directors) acting by)
 Julian Ball)
 in the presence of:)

Director

Witness Signature:

Witness Name:

Witness Address:

THE SECURITY TRUSTEE

Executed and Delivered as a Deed)
 for and on behalf of)
 Bank of Scotland Plc)
 in the presence of:)

Authorised Signatory

Witness Signature:

Witness Name: NIMA RODRIGUES

Witness Address:

BANK OF SCOTLAND
 CITYMARK
 LEVEL 1
 150 FOUNTAINBRIDGE
 EDINBURGH EH3 8PE

THE BORROWER

Executed and Delivered as a Deed)
 Deed by SHOO 780AA Limited)
 (pursuant to a resolution of its)
 Board of Directors) acting by)
 Julian Ball)
 in the presence of:)

Director/Secretary

Witness Signature:

Witness Name:

Witness Address:

EXECUTION COPY

DATED 19 October 2007

THE COMPANIES LISTED IN SCHEDULE 1
(as Chargors)

and

BANK OF SCOTLAND PLC
(as Security Trustee)

DEBENTURE



N A B A R R O

Lacon House
84 Theobald's Road
London WC1X 8RW

Tel: +44 (0)20 7524 6000

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DEBENTURE

DATE

19 October

2007

PARTIES

- (1) THE COMPANIES named in Schedule 1 ("The Chargors"); and
- (2) BANK OF SCOTLAND PLC, a public limited company with company number SC32700 and having its registered office at The Mound, Edinburgh EH1 1YZ (as "Security Trustee").

RECITALS

- (A) Bank of Scotland Plc has agreed to make available to Acorn Care Acquisitions Limited (the "Borrower") a loan facility of up to £68,500,000 subject to and upon the terms and conditions contained in the Facility Agreement (as defined below).
- (B) The Borrower is a member of the Chargors' group.
- (C) As a condition precedent to and pursuant to the provisions of the Facility Agreement the Chargors have agreed to enter into this Debenture for the purpose of providing security to the Security Trustee for the Secured Liabilities.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, words or expressions defined in the Facility Agreement shall have the same meaning in this Debenture and this construction shall survive the termination of the Facility Agreement. In addition, in this Debenture the following words and expressions shall have the following meanings:

"Act"

means the Companies Act 1985 as amended and replaced from time to time;

"Assets"

means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"Chargor"

means each company named in Schedule 1 (*The Chargors*) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor;

"Deed of Accession and Charge"

means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*);

"Derivative Rights"

means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment Securities;

"Facility Agreement"

means the facility agreement on or about the date of this Debenture between Acorn Care Acquisitions Limited, the companies listed in Part 1 of Schedule 1 (as Original Guarantors), Bank of Scotland Plc (as Agent, Arranger, Original Lender and Security Trustee) and the financial institution listed in Part 3 of Schedule 1 thereto (as Hedging Counterparty) (as amended from time to time);

"Finance Documents"

means the Facility Agreement, this Debenture, any Deed of Accession and Charge the Subordination Deed and the Intercreditor Deed, and each Hedging Document and any other documents designated as such by the Agent and the Borrower and "Finance Document" means any of them;

"Fixed Charge Asset"

means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3.1 (*Creation of Fixed Security*);

"Floating Charge Asset"

means an Asset for the time being comprised within the floating charge created by Clause 3.4 (*Creation of Floating Charge*) but, if it is also a Fixed Charge Asset, only in so far as concerns that floating charge;

"Group"

means the Borrower and its Subsidiaries from time to time;

"Hedging Document"

means any document between the Borrower and the Hedging Counterparty relating to the Hedging Arrangements;

"Indebtedness"

means any obligation and liability whatsoever for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges on a full indemnity basis;

"Investment Securities"

means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land"

means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Liability"

means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;

"New Chargor"

means a member of the Group which becomes a Chargor under this Debenture in accordance with Clause 27 (*Accession of a New Chargor*);

"Party"

means a party to this Debenture;

"Receivables"

means in relation to a Chargor, all sums of money receivable by it now or in the future consisting of or payable under or derived from any Asset described in Clause 3.1 (*Creation of Fixed Security*);

"Receiver"

means a receiver and manager appointed under Clause 14 (*Appointment of a Receiver or an Administrator*) and (where the context requires or permits) includes any substituted receiver and manager;

"Relevant System"

has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities;

"Secured Finance Party"

means the Agent, the Arranger, the Security Trustee, the Lenders and the Hedging Counterparty and their respective successors and assigns;

"Secured Liabilities"

means all Indebtedness covenanted to be paid or discharged by the Chargors to the Security Trustee for the Secured Finance Parties under Clause 2.1 (*Covenant to pay*);

"Security"

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

"Security Document"

means the following security documents:

- (a) this Debenture;
- (b) any Deed of Accession and Charge;
- (c) any additional charge executed by any member of the Group after the date of the Facility Agreement; and
- (d) such other security as the Agent may from time to time require in connection with the Facility Agreement;

"Security Trustee"

means Bank of Scotland Plc acting as security agent and trustee for the Secured Finance Parties and includes any successor appointed by the Secured Finance Parties pursuant to the Finance Documents;

"Specified Investment Securities"

means, in relation to a Chargor, all Investment Securities:

- (a) which now or in the future represent a holding in a Subsidiary of such Chargor or an undertaking which is its subsidiary undertaking;
- (b) which are now or in the future held in the name of the Security Trustee or its nominee or to its order; or
- (c) the certificates for which are now or in the future deposited by such Chargor with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee.

1.2 Interpretation

Unless the context otherwise requires, in this Debenture:

- 1.2.1 references to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees;
- 1.2.2 "including" and "in particular" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing";
- 1.2.3 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;

- 1.2.4 "property" includes any interest (legal or equitable) in real or personal property and any thing in action;
- 1.2.5 "variation" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly;
- 1.2.6 "writing" includes telex and facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Debenture to be signed and "written" has a corresponding meaning;
- 1.2.7 subject to Clause 31.4 (*Variations*), references in this Debenture to any other document (including any Finance Document) include references to this Debenture or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Debenture or such other document or to the nature or amount of any facilities made available under such other document and, in addition, references to this Debenture shall include (with effect from the date on which it comes into force) each Deed of Accession and Charge executed pursuant to it;
- 1.2.8 Indebtedness due, owing or incurred under the Finance Documents shall include all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided for therein or the obligations and liabilities imposed thereunder expressly agreed to by all parties to the Finance Documents;
- 1.2.9 references to uncertificated Securities are to Securities the title to which can be transferred by means of an electronic or other entry in a Relevant System and references to certificated Securities are to Securities which are not uncertificated Securities;
- 1.2.10 the singular shall include the plural and vice versa; any gender shall include the other genders; Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Debenture; and
- 1.2.11 a Default or Event of Default is "**continuing**" for the purposes of the Finance Documents until it is expressly waived and any conditions of the waiver fulfilled to the satisfaction of the Agent or, where the circumstances which caused it are capable of remedy, until those circumstances have been remedied to the satisfaction of such agent and the position is as it would have been if such Default or Event of Default had not occurred (and in the case of late delivery of a document or withdrawal of a claim whose existence constituted a Default or Event of Default, that Default or Event of Default is not continuing once delivery or withdrawal have occurred).

1.3 Conflict of terms

If any conflict arises between the covenants and undertakings in Clause 9 (*Land*) of this Debenture and the covenants and undertakings in Clause 22 (*General Undertakings*) of the Facility Agreement, the covenants and undertakings given in the Facility Agreement shall prevail.

1.4 Statutes

Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.

1.5 Headings

Headings in this Debenture are inserted for convenience and shall not affect its interpretation.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor as primary obligor and not merely as surety hereby covenants that it will, pay or discharge to the Security Trustee all Indebtedness now or in the future due, owing or incurred by it to each Secured Finance Party, under or pursuant to the Finance Documents at the times and in the manner provided in the relevant Finance Documents.

2.2 If any Chargor shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest in accordance with Clause 23.

3. CHARGING CLAUSE

3.1 Creation of fixed security

3.1.1 Each Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, hereby charges to the Security Trustee:

- (a) subject to clause 3.6, by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described beside each relevant Chargor in Schedule 2 (*Land to be Mortgaged*);
- (b) subject to clause 3.6, by way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry;
- (c) by way of fixed charge:
 - (i) subject to clause 3.6, all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 3.1;
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
 - (v) all Specified Investment Securities which are now, or in the future become, its property;
 - (vi) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities;
 - (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities;

- (viii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them including any refund of premiums);
- (ix) all its goodwill and uncalled capital for the time being;
- (x) all trade debts now or in the future owing to it and all proceeds thereof and the benefit of all rights relating thereto;
- (xi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xii) the benefit of all agreements, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;
- (xiii) all its interests and rights (if any) now or in the future in or to any pension fund;
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this Clause 3.1;
- (xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and
- (xvi) subject to clause 3.6, the Lease Documents.

3.2 Creation of floating charge

Each Chargor, with full title guarantee, hereby charges to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3.1 (*Creation of fixed security*) including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) provided that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 10 (*Negative pledge and other restrictions*) with respect to any such Asset, and such Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents.

3.3 Assignment

- 3.3.1 Each Chargor with full title guarantee and by way of fixed charge hereby assigns absolutely in favour of the Security Trustee (subject to the right of each Chargor to redeem such assignment upon payment or discharge in full of the Secured Liability) all the right, title and interest of each Chargor in and to any Hedging Documents entered into that Chargor.

- 3.3.2 To the extent that any such right, title and interest as is referred to in Clause 3.3.1 is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which each Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

3.4 Priority

- 3.4.1 Any fixed Security created by a Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.2 (*Creation of floating charge*).
- 3.4.2 Any Security created in the future by a Chargor (other than any Security in favour of the Security Trustee and any Permitted Security) shall be expressed to be subject to this Debenture and shall rank in order of priority behind the charges created by this Debenture.

3.5 Application to the Land Registry:

- 3.5.1 Each Chargor hereby:

- (a) applies to the Chief Land Registrar for a restriction to be entered on the register of title of all present registered freehold and leasehold Land in England and Wales of such Chargor, and agrees to apply for such a restriction when requested by the Security Trustee in respect of all Land in England and Wales acquired by such Chargor after the date of this Debenture, in the following terms:
- "Except under an order of the Registrar, no transfer, disposition, dealing, charge or mortgage by the proprietor of the land or any transfer made in the exercise of the power of sale possessed by the holder of any subsequent charge is to be registered or noted without the consent of the proprietor for the time being of Charge No. [the charge hereby created]."
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.1 (*Creation of fixed security*) at its own expense, as soon as reasonably practicable following its execution of this Debenture.

3.6 Lessor's Consent

- 3.6.1 Each relevant Chargor shall use its reasonable endeavours to obtain any lessor's consent required for the creation of the charges envisaged by Clause 3.1 (*Creation of fixed security*), Clause 3.2 (*Creation of Floating Charge*) or Clause 7 (*Further assurance*) as soon as possible, upon request keep the Security Trustee informed of the progress of its negotiations with the lessor and provide the Security Trustee with a copy of each consent promptly after its receipt.
- 3.6.2 If any charge created in Clause 3.1 (*Creation of fixed security*) (a), (b), (c)(i) and (c)(ii) and (xvi), Clause 3.2 (*Creation of Floating Charge*) or Clause 7 (*Further assurance*) breaches the terms of any lease under which the relevant Chargor holds any leasehold property, such leasehold property shall be excluded from such charge until such time, if any, as all requisite consents have been obtained to the creation of such charge.

3.7 Right of redemption

Upon the payment or discharge of all Secured Liabilities and the Finance Parties having no further obligation (whether actual or contingent) to make advances or provide other financial accommodation under the Finance Documents, the Security Trustee shall on request by a Chargor (at the Chargor's cost) release its Assets from the charges created by Clause 3 of this Debenture. Such release shall not prejudice the rights of the Security Trustee under Clause 22 (*Costs, expenses and liabilities*) and Clause 18.3 (*Retention of Security*).

4. CRYSTALLISATION

4.1 Crystallisation by notice

4.1.1 The floating charge created by each Chargor in Clause 3.2 (*Creation of floating charge*) may be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the relevant Chargor (or to the Borrower on its behalf). Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor. The Security Trustee may not give such notice unless:

- (a) an Event of Default is continuing and the Agent has delivered a notice to the Borrower exercising its rights in accordance with clause 23.18 (*Acceleration*) of the Facility Agreement; or
- (b) the Security Trustee reasonably considers such assets to be in jeopardy; or
- (c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to such Chargor (or such an administrator has been appointed) or to wind up such Chargor or that any such petition has been presented which in the reasonable opinion of the Security Trustee is likely to result in the winding up of such Chargor or the appointment of such an administrator.

4.2 Automatic crystallisation

4.2.1 If, without the Security Trustee's prior written consent:

- (a) any Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
 - (i) charge or otherwise encumber any of its Floating Charge Assets (save for Permitted Security);
 - (ii) create a trust over any of its Floating Charge Assets; or
 - (iii) dispose of any Floating Charge Asset, except by way of sale in the ordinary course of such Chargor's business or as otherwise expressly permitted by any of the Finance Documents; or
- (b) any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset,

then the floating charge created by Clause 3.2 (*Creation of floating charge*) shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset.

4.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under Clause 4.1 (*Crystallisation by notice*) or unless such notice relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by any Chargor after crystallisation has occurred under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) shall become subject to the floating charge created by Clause 3.4 (*Creation of floating charge*), so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation.

4.4 Reconversion

Any charge which has crystallised under Clause 4.1 (*Crystallisation by notice*) or 4.2 (*Automatic crystallisation*) may, by notice in writing given at any time by the Security Trustee to the relevant Chargor, be reconverted into a floating charge in relation to the Assets specified in such notice. If any Event of Default ceases to be continuing, the Floating Charge Assets subject to any floating charge which has been converted into a fixed charge under Clause 4.1(a) (*Crystallisation by Notice*) or 4.2 (*Automatic Crystallisation*), shall immediately be released from such fixed charge and shall become subject to the floating charge created under Clause 3.2 (*Creation of floating charge*).

5. TITLE DOCUMENTS, INSURANCE POLICIES AND TRANSFERS

- 5.1 Subject to the rights of any prior chargee and except as otherwise expressly agreed in writing by the Security Trustee, each Chargor shall upon request deposit with the Security Trustee, and the Security Trustee shall be entitled to retain during the continuance of this Debenture, all deeds and documents of title relating to all its Fixed Charge Assets, including policies of insurance provided that the Security Trustee shall forthwith upon request return to the relevant Chargor all deeds and documents of title relating to any Fixed Charge Asset which any Chargor is permitted to dispose of pursuant to the Finance Documents upon such disposal.

6. BANK ACCOUNTS AND RECEIVABLES

6.1 Control Accounts

The Control Accounts shall be blocked to the order of the Security Trustee and any monies standing to the credit thereof shall be applied in accordance with the terms of the Facility Agreement. Interest earned on the Control Accounts shall be credited to the Control Accounts.

6.2 Replacement Accounts

The Chargors agree that, if required by the Security Trustee, they will open such replacement accounts with such other banks in such location as the Security Trustee directs and the Security Trustee may transfer the amount standing to the credit of the Control Accounts to such replacement account which will then be the Control Accounts for the purposes of this deed.

6.3 No derogation

No Chargor shall purport, without the Security Trustee's prior written consent, to charge (save for any Permitted Security), factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, save in the ordinary course of business or as expressly permitted by any Finance Document.

6.4 Information

Each Chargor shall deliver to the Security Trustee such particulars as to the amount and nature of its Receivables as the Security Trustee may from time to time reasonably require.

7. FURTHER ASSURANCE

7.1 Each Chargor shall, on the Security Trustee's written demand, execute and deliver to the Security Trustee at the cost of such Chargor and in such form as the Security Trustee (acting reasonably for so long as no Event of Default is continuing) may require:

7.1.1 a legal mortgage of any Land in England and Wales now or in the future belonging to it subject to clause 3.6;

7.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land now or in the future belonging to it (subject to clause 3.6);

7.1.3 a legal or equitable charge (at the Security Trustee's option) over all or any of its Investment Securities and/or Derivative Rights;

7.1.4 a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment as the Security Trustee may specify;

7.1.5 where any Asset which is material to the business of the Group (taken as a whole) is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Trustee may require; and

7.1.6 such other documents as the Security Trustee may in its discretion (such discretion to be exercised reasonably prior to any Event of Default) think fit further to perfect this Debenture or upon enforcement of the security created by this Debenture vest title to any Asset in itself or its nominee or any purchaser.

8. CONTINUING SECURITY

This Debenture shall be a continuing security for the Secured Finance Parties, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any Secured Finance Party as banker against any Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by any Secured Finance Party.

9. LAND

9.1 Positive Covenants

Each Chargor covenants that it shall (except as permitted otherwise in the Facility Agreement):

- 9.1.1 Repair:** keep all its buildings and all its plant, machinery, fixtures, fittings and other effects charged by it under this Debenture in a state of repair and condition which is reasonably appropriate having regard to its value and condition as at the date of this Debenture and to the extent necessary for the carrying on of its business and will not, without the prior written consent of the Security Trustee (which consent shall not be unreasonably withheld) make any material alteration to its buildings, plant, machinery, fixtures, fittings or other effects charged by it or dispose of any of them, except in the ordinary course of repair, maintenance or improvement or as permitted by the terms of the Facility Agreement;
- 9.1.2 Payments:** save where the payment is being challenged in good faith by the relevant Chargor, punctually pay or cause to be paid all rates, taxes, levies, charges, duties, assessments, impositions and outgoings in each case of a material nature assessed, charged or imposed, now or in the future, in respect of its Land or Land in which it has an interest and, when required, produce to the Security Trustee proof of such payment;
- 9.1.3 Building operations:** complete with reasonable expedition any building operations which may have a material effect on the value of a Property to the reasonable satisfaction of any competent authority and in conformity with all requisite planning and by-law consents;
- 9.1.4 Contracts:** comply with the terms of all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on it or affecting its Land or its use or enjoyment where a failure to comply would have a materially adverse effect on the value, use of such Land or any interests or estates in such Land and not take any action which, or omit to take any action the omission of which, results in any of its interests or estates in its Land being materially adversely affected;
- 9.1.5 Compliance with lease:** punctually pay the rents reserved by and observe and perform the covenants, agreements or obligations on its part to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy relating to any Land where a failure to comply would have a materially adverse effect on the value, use of such Land or any interests or estates in such Land and use all reasonable endeavours including incurring reasonable costs and expense to enforce to the extent it is able and in the commercial interest of the Group to do so the observance and performance by the landlord or licensor of its material obligations under any such document;

9.2 Consolidation of Mortgages

Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Debenture.

10. NEGATIVE PLEDGE

10.1 Negative pledge

10.1.1 No Chargor shall create or permit to subsist any Security over any of its assets save as expressly permitted by the terms of any Finance Document.

10.1.2 Save as expressly permitted by the terms of any Finance Document no Chargor shall:

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

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

10.1.3 Clauses 10.1.1 and 10.1.2 of this Debenture do not apply to Permitted Security.

10.2 Disposals

No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of Properties save as expressly permitted by the terms of any Finance Document.

11. INVESTMENT SECURITIES

11.1 Voting and other rights

11.1.1 Unless and until the Security Trustee otherwise directs (provided that the Security Trustee may only give such a direction once this Debenture has become enforceable in accordance with clause 14.1):

- (a) all voting and other rights attaching to Investment Securities belonging to a Chargor shall continue to be exercised by such Chargor for so long as it remains their registered owner and such Chargor shall not permit any person other than such Chargor, the Security Trustee or the Security Trustee's nominee to be registered as holder of such Investment Securities or any part of them; and
- (b) if Investment Securities belonging to a Chargor are registered in the name of the Security Trustee or the Security Trustee's nominee, all voting and other rights attaching to them shall be exercised by the Security Trustee or the Security Trustee's nominee in accordance with instructions in writing from time to time received from such Chargor and, in the absence of any such instructions, the Security Trustee or the Security Trustee's nominee shall not exercise any such rights.

11.1.2 Each Chargor undertakes not to exercise any voting or other rights in a way which is reasonably likely to prejudice the value of its Specified Investment Securities or otherwise jeopardise the Security constituted by this Debenture over them.

11.2 Negative covenants

Each Chargor covenants with the Security Trustee that it will not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) consent to its Specified Investment Securities being consolidated, sub-divided or converted or any rights attached to them being varied.

12. OPENING OF NEW ACCOUNTS

12.1 Creation of new account

On receiving notice that any Chargor has granted Security over or otherwise encumbered or disposed of any of its Assets other than as expressly permitted by the terms of the other Finance Documents, a Secured Finance Party may rule off all its accounts and open new accounts with such Chargor.

12.2 Credits to new account

If a Secured Finance Party does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to that Secured Finance Party shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to such Secured Finance Party at the time when it received such notice.

13. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

13.1 Section 103 of the LPA

Section 103 of the Law of Property Act 1925 shall not apply to this Debenture, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Debenture. However, the Security Trustee shall not exercise such power of sale until this Debenture has become enforceable.

13.2 Powers of sale extended

13.2.1 The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee by virtue of this Debenture are extended so as to authorise the Security Trustee at any time after this Debenture has become enforceable (whether in its own name or that of the Chargor concerned) to:

- (a) grant a lease of any Land vested in a Chargor or in which it has an interest on such terms and conditions as the Security Trustee shall think fit; and
- (b) sever any fixtures from Land vested in a Chargor and sell them separately.

14. APPOINTMENT OF A RECEIVER OR AN ADMINISTRATOR

14.1 Appointment

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Debenture. At any time after:

14.1.1 delivery by the Agent of a notice to the Borrower pursuant to and in accordance with clause 23.18 (*Acceleration*) of the Facility Agreement; or

14.1.2 a request has been made by the Borrower and/or a Chargor to the Security Trustee for the appointment of a Receiver or an administrator over its Assets or in respect of a Chargor,

then this Debenture shall become enforceable and, notwithstanding the terms of any other agreement between such Chargor and any Secured Finance Party, the Security Trustee may appoint in writing any person or persons to be a receiver and manager or receivers and managers of all or any part of the Assets of such Chargor or, when permitted by law, an administrator or administrators of such Chargor, as the Security Trustee may choose in its entire discretion.

14.2 Power to act separately

Where more than one Receiver or administrator is appointed, the appointees shall have power to act separately unless the Security Trustee shall specify to the contrary.

14.3 Receiver's remuneration

The Security Trustee may from time to time determine the reasonable remuneration of a Receiver.

14.4 Removal of Receiver

The Security Trustee may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assets of which he is the Receiver.

14.5 Further appointments of a Receiver

14.5.1 Such an appointment of a Receiver shall not preclude:

- (a) the Security Trustee from making any subsequent appointment of a Receiver over all or any Assets over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

14.6 Receiver's agency

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Trustee or any other Secured Finance Party.

15. POWERS OF A RECEIVER

15.1 The Receiver may exercise, in relation to each Chargor over whose Assets he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- 15.1.1 sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Assets of the relevant Chargor, without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- 15.1.2 promote the formation of a Subsidiary of the relevant Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Assets of such Chargor;
- 15.1.3 sever any fixtures from Land and/or sell them separately;
- 15.1.4 exercise all voting and other rights attaching to Investment Securities owned by the relevant Chargor;
- 15.1.5 arrange for the purchase, lease, licence or acquisition of all or any Assets of the relevant Chargor by any Subsidiary contemplated by Clause 15.1.2 on a basis whereby the consideration may be for cash, shares of profits or sums calculated by reference to profits or turnover or royalties or licence fees or otherwise, whether or not secured on the assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or by instalments over such period as the Receiver may think fit;
- 15.1.6 make any arrangement or compromise with any Secured Finance Party or others as he shall think fit;
- 15.1.7 make and effect all repairs, renewals and improvements to the Assets of the relevant Chargor and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- 15.1.8 appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- 15.1.9 redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- 15.1.10 pay the proper administrative charges of any Secured Finance Parties in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- 15.1.11 commence and/or complete any building operations upon any Land of the relevant Chargor and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit; and
- 15.1.12 do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Assets.

16. POWER OF ATTORNEY

16.1 Appointment of attorney

16.1.1 Each Chargor, by way of security, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time whilst an Event of Default is continuing and the Agent has delivered a notice to the Borrower in accordance with clause 23.18 of the Facility Agreement to:

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) perform any other act of any description,

which may be required of such Chargor under this Debenture or may be deemed by such attorney necessary or desirable for any purpose of this Debenture or to constitute, enhance or perfect the Security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

16.2 Ratification

Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

16.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this Clause 16 shall be recoverable from each relevant Chargor under Clause 22 (*Costs, expenses and liabilities*).

17. OTHER POWERS EXERCISABLE BY THE SECURITY TRUSTEE

17.1 Receiver's powers

All powers of the Receiver conferred by this Debenture may be exercised by the Security Trustee after this Debenture has become enforceable. In that event, Clause 15 (*Powers of Receiver*) shall be read and construed as if the words "be charged on the Assets of the relevant Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

17.2 Receipt of book debts

The Security Trustee or any manager, officer, nominee or agent of the Security Trustee is hereby irrevocably empowered after this Debenture has become enforceable in accordance with clause 14.1 to receive all book debts and other debts and claims which may be assigned to the Security Trustee pursuant to Clause 7 (*Further assurance*) and on payment to give an effectual discharge for them and on non-payment to take and institute (if the Security Trustee in its sole discretion so decides) all steps and proceedings either in the name of the relevant Chargor or in the name of the Security Trustee for their recovery and also to agree accounts and to make allowances and to give time to any surety. The relevant Chargor ratifies and confirms whatever the Security Trustee or any manager or officer of the Security Trustee shall do or purport to do under this Clause 17.

17.3 Security Trustee's powers

The Security Trustee shall have no liability or responsibility to any Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 17, except for gross negligence or wilful default.

17.4 No duty of enquiry

The Security Trustee need not enquire as to the sufficiency of any sums received by it in respect of any book debt or other debt or claim so assigned to it or make any claim or take any other action to collect in or enforce them.

18. APPLICATION OF MONEY RECEIVED BY THE SECURITY TRUSTEE OR A RECEIVER

18.1 Order of priority

18.1.1 Any money received or realised under the powers conferred by this Debenture shall be paid or applied in the following order of priority, subject to the discharge of any prior-ranking claims:

- (a) in or towards satisfaction of the Secured Liabilities in the manner applicable under the terms of the Intercreditor Deed; and
- (b) as to the surplus (if any), to the person or persons entitled to it.

18.2 Suspense account

The Security Trustee may, provided it is acting in good faith with a view to either maximising recoveries or minimising liabilities which may accrue to any or all of the Secured Finance Parties at any time after demand and until the irrevocable and unconditional payment of all Secured Liabilities, place and keep to the credit of an interest-bearing (at fair market rate) suspense account any money received or realised by the Security Trustee by virtue of this Debenture. The Security Trustee shall have no intermediate obligation to apply such money in or towards the discharge of any Secured Liability.

18.3 Retention of security

The Security Trustee may keep any Security held by it in respect of any Chargor's liability under the Finance Documents in order to protect the Secured Finance Parties against any possible claim under insolvency law if and for so long as any assurance, security or payment made under or in relation to the Debenture remains, in the Security Trustee's reasonable and good faith opinion, likely to be avoided, reduced, clawed back or ordered to be repaid under any enactment relating to liquidation, bankruptcy or insolvency. If a claim is made against a Secured Finance Party within that period, the Security Trustee may keep the Security until that claim has finally been dealt with.

19. PROTECTION OF THIRD PARTIES

19.1 No duty to enquire

No purchaser from, or other person dealing with, the Security Trustee or any Receiver shall be concerned to enquire whether any of the powers which the Security Trustee has exercised or purported to exercise has arisen or become exercisable, or whether this

Debenture has become enforceable, or whether a Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Security Trustee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

19.2 Receipt

The receipt of the Security Trustee 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 money paid to or by the direction of the Security Trustee.

20. PROTECTION OF THE SECURITY TRUSTEE AND RECEIVER

20.1 Limitation

Neither the Security Trustee nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Debenture, except if and in so far as such Liability results from its or his own gross negligence or wilful default.

20.2 Entry into possession

Without prejudice to the generality of Clause 20.1 (*Limitation*), neither the Security Trustee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Security Trustee enters into possession of any Assets, it shall be entitled at any time at its discretion to go out of possession.

21. SECURITY TRUSTEE

21.1 Security Trustee as trustee

The Security Trustee declares itself to be a trustee of this Debenture (and any other Security created in its favour pursuant to this Debenture) for the Secured Finance Parties. The retirement of the person for the time being acting as Security Trustee and the appointment of a successor shall be effected in the manner provided for in the Facility Agreement.

21.2 Trustee Act 2000

The Parties agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

21.3 Perpetuity period

The perpetuity period applicable to the trust hereby constituted shall be 80 years.

21.4 No partnership

Nothing in this Debenture shall constitute or be deemed to constitute a partnership between any of the Secured Finance Parties and the Security Trustee.

22. COSTS, EXPENSES AND LIABILITIES

22.1 Costs and expenses

- 22.1.1 Each Chargor will, promptly on the Security Trustee's written demand from time to time, reimburse the Security Trustee for all costs and expenses (including legal fees) on a full indemnity basis, together with VAT thereon, reasonably incurred by it in connection with:
- (a) to the extent such costs are reasonable the negotiation, preparation and execution of this Debenture and any Deed of Accession and Charge; and
 - (b) the completion of the transactions and perfection of the Security contemplated in this Debenture in Clause 7 (*Further Assurance*) and in any Deed of Accession and Charge.

22.2 Enforcement costs

Each Chargor will, within three Business Days of the Security Trustee's written demand, pay to the Security Trustee, for each Secured Finance Party on a full indemnity basis, the amount of all costs and expenses (including legal, valuation fees, accountancy and consultancy fees and disbursements and out-of-pocket expenses) and any VAT thereon incurred by the Security Trustee and/or any other Secured Finance Party in connection with the exercise, enforcement and/or preservation of any of its rights under this Debenture and any Deed of Accession and Charge (or any of the documents contemplated by such documents) or any proceedings instituted by or against the Security Trustee, in any jurisdiction.

22.3 Indemnity for Liabilities

- 22.3.1 Each Chargor shall also, within three Business Days of the Security Trustee's written demand, reimburse or pay to the Security Trustee on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Security Trustee in connection with:
- (a) any default or delay by such Chargor in the performance of any of its obligations under this Debenture;
 - (b) the carrying out of any other act or matter for the preservation of any Asset that is purported to be the subject of this Debenture; and
 - (c) any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Debenture.

23. INTEREST ON OVERDUE AMOUNTS

Any overdue amounts secured by this Debenture shall carry interest at the rate and in accordance with the terms contained in the relevant Finance Document in relation to overdue sums or at such other rate agreed between the relevant Chargor and the relevant Secured Finance Party from time to time. In each case, interest shall accrue on a day to day basis to the date of irrevocable and unconditional repayment in full and, if unpaid, shall be compounded on the terms so agreed or (in the absence of such agreed terms) with quarterly rests on the Security Trustee's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment. This paragraph shall not apply to the extent that default interest on such overdue amount is chargeable pursuant to the relevant Finance Document and itself forms part of the Secured Liabilities.

24. SET-OFF

A Secured Finance Party may whilst an Event of Default is continuing retain any money standing to the credit of any Chargor with such Secured Finance Party in any currency upon any account or otherwise (whether or not in such Chargor's name) as cover for any Secured Liabilities and/or at any time or times without notice to such Chargor combine or consolidate all or any of such money with all or such part of the Secured Liabilities due or owing by it as such Secured Finance Party may select and such Secured Finance Party may purchase with any such money any other currency required to effect such combination or consolidation.

25. INFORMATION

The Security Trustee may from time to time seek from any other finance provider to any Chargor such information about such Chargor and its affairs as the Security Trustee may think fit. Each Chargor directs any such third party to provide such information to the Security Trustee and agrees to provide such further authority for this purpose as the Security Trustee may from time to time require.

26. TRANSFER BY A SECURED FINANCE PARTY

Any Secured Finance Party may at any time with the prior written consent of the Security Trustee transfer all or any of its rights in relation to this Debenture to any person to whom it is permitted to transfer any of its rights under the other Finance Documents or otherwise grant an interest in them to any such person.

27. ACCESSION OF A NEW CHARGOR

27.1 Method

27.1.1 Any member of the Group may at any time, with the prior written approval of the Security Trustee, become a party to this Debenture by delivering to the Security Trustee in form and substance satisfactory to it:

- (a) a Deed of Accession and Charge; and
- (b) certified extracts from the minutes of a meeting of its Board of Directors evidencing the due authorisation and execution of the Deed of Accession and Charge and any other conditions precedent required by the Finance Documents.

27.2 New Chargor bound

27.2.1 The New Chargor shall become a Charger under this Debenture with effect from the time when the Deed of Accession and Charge takes effect, at which point:

- (a) the New Chargor shall become bound by all the terms of this Debenture and shall assume the same obligations as "Chargor" as if it were an original party to this Debenture; and
- (b) the other Chargers shall assume the same obligations in respect of the New Chargor as if it were an original party to this Debenture.

28. EVIDENCE OF SECURED LIABILITIES

A certificate signed (or, where reliance is being placed on it by any third party, appearing to be signed) by an officer of the Security Trustee as to the Secured Liabilities for the time being due or owing from a Chargor to a Secured Finance Party shall be treated, in favour of such Secured Finance Party or any person to whom such certificate is issued, as conclusive evidence for all purposes against the relevant Chargor and binding on it (save in the case of manifest error) and such certificate may be relied upon by any Secured Finance Party and any other such person in all circumstances without further enquiry.

29. THIRD PARTY RIGHTS

29.1 Directly enforceable rights

29.1.1 Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) The provisions of Clause 24 (*Set-off*) and Clause 26 (*Transfer by a Secured Finance Party*) shall be directly enforceable by a Secured Finance Party;
- (b) the provisions of Clause 14 (*Appointment of a Receiver or an administrator*) to Clause 20 (*Protection of the Security Trustee and Receiver*) inclusive shall be directly enforceable by any Receiver;
- (c) the provisions of Clause 19 (*Protection of third parties*) shall be directly enforceable by any purchaser; and
- (d) Clause 28 (*Evidence of Secured Liabilities*) shall be directly enforceable by any person to whom a certificate is issued under Clause 28.

29.2 Exclusion of Contracts (Rights of Third Parties) Act 1999

Save as otherwise expressly provided in Clause 29.1 (*Directly enforceable rights*), no person other than a Party shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Debenture.

29.3 Rights of the Parties to vary

The Parties (or the Borrower, on behalf of the Chargors, and the Security Trustee on behalf of the Secured Finance Parties) may by agreement vary any term of this Debenture (including this Clause 29) without the necessity of obtaining any consent from any other person.

30. JOINT AND SEPARATE LIABILITY

All covenants, agreements, representations and warranties on the part of the Chargors contained in this Debenture are given by them jointly and separately and shall be construed accordingly.

31. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

31.1 Delay etc

All rights, powers and privileges under this Debenture shall continue in full force and effect, regardless of any Secured Finance Party exercising, delaying in exercising or omitting to exercise any of them.

31.2 Severability

No provision of this Debenture shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

31.3 Illegality, invalidity, unenforceability

Any provision of this Debenture which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Debenture.

31.4 Variations

No variation of this Debenture shall be valid and constitute part of this Debenture, unless such variation shall have been made in writing and signed by the Security Trustee (on behalf of the Secured Finance Parties) and the Borrower (on behalf of the Chargors) or by all Parties.

31.5 Consents

Save as otherwise expressly specified in this Debenture, any consent of the Security Trustee may be given absolutely or on any terms and subject to any conditions as the Security Trustee may determine in its entire discretion.

32. COUNTERPARTS

This Debenture may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

33. NOTICES

33.1 Communications in writing

Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by fax or letter.

33.2 Addresses

33.2.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Debenture is:

- (a) in the case of the Chargors, c/o Acorn Care Acquisitions Limited c/o Keith Willis Associates, Gothic House, Barker Gate, Nottingham, Nottinghamshire NG1 1JU,

Fax: +44 (0) 115 947 6688 Attention Keith Willis with a copy to Foundation Investment Partners LLP, 6 Carlos Place, London W1K 3AP and in the case of any New Chargor, set out in the relevant Deed of Accession and Charge; and

- (b) in the case of the Security Trustee, Bank of Scotland Plc, The Mound, Edinburgh EH1 1YZ.

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Trustee by not less than five Business Days' notice.

33.3 Delivery

33.3.1 Any communication or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 33.2 (*Addresses*), if addressed to that department or officer.

33.3.2 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).

33.3.3 Any communication or document made or delivered to the Borrower in accordance with this Clause will be deemed to have been made or delivered to each of the Chargors.

33.4 English language

Any notice or other document given under or in connection with this Debenture must be in English.

33.5 Electronic Mail

Notices under this Debenture may not be served by electronic mail or other electronic means of communication, other than facsimile.

33.6 Notification of Change

Promptly upon receipt of notification of an address or fax number or change of address or fax number pursuant to Clause 33.2 (*Addresses*) or changing its own address or fax number, the Security Trustee shall notify the other parties.

34. GOVERNING LAW AND JURISDICTION

34.1 Governing law

This Debenture is governed by and construed in accordance with English law.

34.2 Jurisdiction of English courts

- 34.2.1 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture, including a dispute regarding the existence, validity or discharge of this Debenture (a "Dispute").
- 34.2.2 The Parties agree that the English courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 34.2.3 This Clause 34.2 is for the benefit of the Secured Finance Parties only. As a result, no Secured Finance Party shall be prevented from taking proceedings relating to a Dispute in any other jurisdiction. To the extent allowed by law, the Secured Finance Parties may take concurrent proceedings in any number of jurisdictions.

34.3 Service of process

- 34.3.1 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
- (a) appoints Acorn Care Acquisitions Limited of Gothic House, Barker Gate, Nottingham, Nottinghamshire NG1 1JU (or such other address in England and Wales as the Borrower may notify to the Agent in writing) as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture and agrees that such appointment cannot be revoked unless another such agent for service of process, acceptable to the Security Trustee acting reasonably, is appointed on the same terms;
 - (b) agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned; and
 - (c) also consents:
 - (i) to the service of process in any proceedings brought in the English courts by the mailing of copies by registered or certified mail, postage prepaid; and
 - (ii) where required to effect such service of any proceedings in any relevant jurisdiction, to service of proceedings by bailiff or other duly appointed official or otherwise as the law of such jurisdiction requires at the relevant time.

34.4 Agreement

Each Chargor expressly agrees and consents to the provisions of this Clause 34.

This Debenture has been executed by each Chargor as a deed and signed by the Security Trustee and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

Part 1

The Chargors

Acorn Care Acquisitions Limited	05820919
Acorn Care Limited	3147293
Growing Older With Learning Disability Limited	05148271
Mike Alford (Welton) Limited	01440442

SCHEDULE 2
Land to be mortgaged

	Title Number(s)	Address	Legal Interest Owner
1.	LL40754 LL190085 LL276558 LL153262	Health Linc House, Cliff Road, Welton	Mike Alford (Welton) Limited
2.	HS306079 HS313593	Nursing Home, Bradley Road, Bradley, Northeast Lincolnshire	Mike Alford (Welton) Limited
3.	DY161240	Field House, Chesterfield Road Alfreton DE55 7DY	Growing Older with Learning Disabilities Limited
4.	SF162547	20 Woodland Avenue, Newcastle, ST5 8AZ	Acorn Care Limited
5.	SF401550 SF354638 SF456537	Woodhouse Farm, Lockwood Road, Cheadle, ST10 4QU	Acorn Care Limited
6.	LL288082 LL288083	The Building and Car Park at Rear of 76 Ryland Road (registered with possessory title – title deeds lost – value is £20,000)	Mike Alford (Welton) Limited
7.	SF485951	The Grange, Oakmoor Road, Cheadle, Stoke-on-Trent, Staffordshire	Acorn Care Acquisitions Limited

SCHEDULE 3

Form of Deed of Accession and Charge for a New Chargor

DATE

PARTIES

- (1) *****INSERT THE NAME OF THE NEW CHARGOR***** (registered in [England and Wales] under number [•]) (the "New Chargor"); and
- (2) *****INSERT THE NAME OF THE SECURITY TRUSTEE***** (the "Security Trustee").

RECITALS:

- (A) This Deed is supplemental to a Debenture (the "Principal Deed") dated *****insert date***** between (1) the *****Insert the names of the original Chargors***** and (2) the Security Trustee as agent and trustee for the Beneficiaries named in the Principal Deed (the "Beneficiaries").

*****Note: Set out details of any previous Deed of Accession and Charge.*****

- (B) The New Chargor has agreed to charge in favour of the Security Trustee, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Liabilities, and to accede to the Principal Deed.

IT IS AGREED THAT:

1. DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed.

2. ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

2.1 Accession

The New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed.

2.2 Covenant to pay

Each Chargor as primary obligor and not merely as surety hereby covenants that it will, pay or discharge to the Security Trustee all Indebtedness now or in the future due, owing or

incurred by it to each Secured Finance Party, under or pursuant to the Finance Documents at the times and in the manner provided in the relevant Finance Documents.

- 2.3** If any Chargor shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest in accordance with Clause 23 of the Principal Deed.

2.4 Borrower's agreement to the accession

The Borrower (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the New Chargor's accession.

3. CREATION OF FIXED SECURITY

[*** Incorporate in the execution copy of the document the final text (when settled) from Clause 3.1 with consequential changes ***]

4. CREATION OF FLOATING CHARGE

[*** Incorporate in the execution copy of the document the final text (when settled) from Clause 3.2 of the Principal Deed with consequential amendments ***]

5. POWER OF ATTORNEY

5.1 Appointment of attorney

- 5.1.1** Each Chargor, by way of security, hereby irrevocably appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time whilst an Event of Default is continuing and the Agent has delivered a notice to the Borrower in accordance with clause 23.18 of the Facility Agreement to:

- (a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- (b) perform any other act of any description,

which may be required of such Chargor under the Principal Deed or may be deemed by such attorney necessary or desirable for any purpose of the Principal Deed or to constitute, enhance or perfect the Security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

5.2 Ratification

Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

5.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under this Clause shall be recoverable from each relevant Chargor under Clause 22 of the Principal Deed (*Costs, expenses and liabilities*).

5.4 Ratification

The New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

6. NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 33 (*Notices*) of the Principal Deed. The New Chargor's address for service is set out in Schedule 2 (*Notice Details*).

7. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

8. GOVERNING LAW AND JURISDICTION

8.1 Governing law

This Deed is governed by and construed in accordance with English law.

8.2 Jurisdiction of English courts

8.2.1 The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, including a dispute regarding the existence, validity or discharge of this Deed (a "**Dispute**").

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

8.2.3 This Clause 8.2 is for the benefit of the Secured Finance Parties only. As a result, no Secured Finance Party shall be prevented from taking proceedings relating to a Dispute in any other jurisdiction. To the extent allowed by law, the Beneficiaries may take concurrent proceedings in any number of jurisdictions.

8.3 Service of process

8.3.1 Without prejudice to any other mode of service allowed under any relevant law, the New Chargor (if it is not incorporated in England and Wales):

- (a) appoints Acorn Care Acquisitions Limited at Gothic House, Barker Gate, Nottingham, Nottinghamshire NG1 1JU (or such other address in England and Wales as the Borrower may notify to the Agent in writing) as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed and agrees that such appointment cannot be revoked unless another such agent for service of process, acceptable to the Security Trustee acting reasonably, is appointed on the same terms;
- (b) agrees that failure by a process agent to notify the relevant New Chargor of the process will not invalidate the proceedings concerned; and

(c) also consents:

- (i) to the service of process in any proceedings brought in the English courts by the mailing of copies by registered or certified mail, postage prepaid; and
- (ii) where required to effect such service of any proceedings in any relevant jurisdiction, to service of proceedings by bailiff or other duly appointed official or otherwise as the law of such jurisdiction requires at the relevant time.

8.4 Agreement

The New Chargor expressly agrees and consents to the provisions of this Clause 8.

This Deed of Accession and Charge has been executed by the New Chargor and the Borrower as a deed and signed by the Security Trustee and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

Registered land to be mortgaged

Name of the Chargor/ Registered Proprietor	Description of Property	Title Number

The address for service of the Security Trustee in the case of registered land is [***insert details and include any relevant department or officer to whom notices are to be addressed. The above address for service must be situated in the United Kingdom. ***]

Note: Incorporate here full details of all Land to be mortgaged under Clause 3.1(a) (*Creation of fixed security*) and which is registered at the Land Registry. The title numbers must be set out here.

SCHEDULE 2

Notice Details

[***Set out here the notice details for the New Chargor***]

EXECUTION

THE NEW CHARGOR

Executed and Delivered as a)	Director
Deed by [**insert name of New Chargor**])	
(pursuant to a resolution of its Board)	
of Directors) acting by:)	Director/Secretary

THE SECURITY TRUSTEE

Signed by)	
for and on behalf of)	
Bank of Scotland Plc)	Authorised Signatory

THE BORROWER

Executed and Delivered as a)	Director
Deed by [insert name of Borrower])	
(pursuant to a resolution of its Board)	
of Directors) acting by:)	Director/Secretary

Executed and Delivered as
a Deed by Mike Alford (Welton) Limited
acting by

EXECUTION PAGE

Executed and Delivered as
a Deed by **Bank of Scotland PLC**
(as Security Trustee) acting by



EXECUTED AND DELIVERED AS
a Deed by **Acorn Care Acquisitions Limited**
acting by

Executed and Delivered as
a Deed by **Acorn Care Limited**
acting by

Executed and Delivered as
a Deed by **Growing Older With Learning Disability Limited**
acting by

WE CERTIFY the within to be a
true copy of the original.

Dated 20
File NABARRO
Ref: 84 Theobald's Road
London WC1X 8RW