



Registration of a Charge

Company Name: **GA HC REIT II CH U.K. SENIOR HOUSING PORTFOLIO LIMITED**

Company Number: **04258255**



Received for filing in Electronic Format on the: **20/01/2023**

XBVLXBM0

Details of Charge

Date of creation: **12/01/2023**

Charge code: **0425 8255 0155**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED**

Brief description: **ALL AND WHOLE (1) SUBJECTS OF THE WEST SIDE OF BROOM ROAD, LEVEN BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE40254, (2) SCOONIE CARE HOME. WINDYGATES ROAD. LEVEN KY8 4DP BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE72109 AND (3) SUBJECTS LYING TO THE WEST OF BROOM ROAD, LEVEN BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE49435**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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:

JC FRASER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4258255

Charge code: 0425 8255 0155

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2023 and created by GA HC REIT II CH U.K. SENIOR HOUSING PORTFOLIO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th January 2023 .

Given at Companies House, Cardiff on 23rd January 2023

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**

Standard Security

by

The Company listed in Part 1 of the Schedule as Chargor

in favour of

Situs Asset Management Limited

as common security agent

Subjects: Scoonie Care Home, Windygates Road, Leven KY8 4DP

Ref: jcf/

FAS: 3889 DD

FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY)
(SCOTLAND) ACT 2015, THIS STANDARD SECURITY IS DELIVERED ON
15 DECEMBER 2022

Standard Security

By:

- (1) **THE COMPANY** listed in Part 1 of the Schedule (Chargor) as chargor (**Chargor**); in favour of
- (2) **SITUS ASSET MANAGEMENT LIMITED** a company incorporated in England under the Companies Acts (Company Number 06738409) and having their registered office at 34th Floor, 25 Canada Square, Canary Wharf, London, E14 5LB (the **Common Security Agent**) as security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement (as defined below)).

BACKGROUND:

The Chargor enters into this Standard Security in connection with the Intercreditor Agreement (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

Act means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being.

Common Secured Liabilities has the meaning given to that term in the Intercreditor Agreement.

Common Secured Party has the meaning given to that term in the Intercreditor Agreement (and Common Secured Party means each and every of them).

Event of Default has:

(a) prior to the Senior Debt Discharge Date, the meaning given to the term "Event of Default" in the Senior Facilities Agreement; and

(b) on or after the Senior Debt Discharge Date, the meaning given to the term "Event of Default" in the Mezzanine Note Agreement.

Intercreditor Agreement means the facilities agreement dated on or about the date of this Standard Security between (among others) the Chargor and the Common Security Agent.

Lease means the lease in respect of the Property dated 9 September 2013 and registered at the Land Register of Scotland on 12 September 2013 entered into between Caring Homes Healthcare Group Limited (now known as GA HC REIT II CH UK Senior Housing Portfolio

Limited) as the Landlord and Myriad Healthcare Limited (now known as Aria Healthcare Group Ltd) as the Tenant.

Mezzanine Debt Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Mezzanine Note Agreement means the mezzanine subscription agreement dated on or about the date of this Deed between (among others) the Subscriber, the Agent, the Company and the Original Guarantors (each term as defined therein).

Party means a party to this Standard Security.

Property means the subjects more particularly described in Part 2 (Property) of the Schedule.

Schedule means the Schedule annexed and signed as relative to this Standard Security.

Security Agreement means the security agreement between the Chargor and the Common Security Agent entered into on or around the date of this Standard Security.

Security Period means the period beginning on the date of this Standard Security and ending on the date on which all the Common Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Senior Debt Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Senior Facilities Agreement means the senior facilities agreement dated 18 October 2019 between (among others) the Chargor and the Common Security Agent as amended, supplemented and/or novated from time to time.

Standard Conditions means the standard conditions specified in Schedule 3 of the Act.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have the same meaning in this Standard Security, unless expressly defined in this Standard Security.
- (b) The provisions of clause 1.2 (Construction), of the Intercreditor Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Intercreditor Agreement shall be construed as references to this Standard Security.
- (c) Unless a contrary indication appears, any reference in this Standard Security to:
 - (i) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - (ii) the term **this Security** means any Security created by this Standard Security; and
 - (iii) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).

- (d) Any obligation of the Chargor under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Common Security Agent (acting reasonably) considers that an amount paid to a Common Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Standard Security.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Standard Security.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Standard Security at any time.
- (c) Any Common Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contract (Third Party Rights) (Scotland) Act 2017.

1.4 Intercreditor Agreement

- (a) This Standard Security is a Senior Finance Document and is subject to the terms of the Intercreditor Agreement.
- (b) Notwithstanding anything to the contrary in this Standard Security, to the extent any provision of this Standard Security conflicts with any of the terms of the Intercreditor Agreement, the parties agree that the terms of the Intercreditor Agreement shall prevail.

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor shall pay or discharge the Common Secured Liabilities in the manner provided for in the Finance Documents.
- (b) The Chargor agrees with the Common Security Agent that a certificate signed by or on behalf of the Common Security Agent as to the amount, calculation or nature of the Common Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.
- (c) All the security created under this Standard Security:
 - (i) is created in favour of the Common Security Agent; and
 - (ii) is security for the payment of all the Common Secured Liabilities of the Chargor;
- (d) The Common Security Agent holds the benefit of this Standard Security on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.

2.2 Standard Security

The Chargor as security for the due and punctual payment and performance of the Common Secured Liabilities in accordance with Clause 2.1 hereby grants to the Common Security Agent a standard security over the Property.

2.3 Standard Conditions

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

2.4 Variation to Standard Conditions

The whole terms, undertakings, obligations, powers, rights, provisions and others contained the Intercreditor Agreement and the Security Agreement insofar as relevant to the Property and lawful and applicable under Scots law shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein mutatis mutandis as variations of the Standard Conditions and to the extent that the terms of the Intercreditor Agreement and the Security Agreement and the said Standard Conditions are inconsistent or where there is an obligation in the Standard Conditions which is more onerous than an equivalent obligation in the Intercreditor Agreement, the terms of the Intercreditor Agreement and the Security Agreement shall prevail and shall have effect in preference to the said Standard Conditions and (2) that for the purposes of Standard Condition 9(1)(b), the Chargor shall only be held to be in default if an Event of Default has occurred and is continuing.

3. RESTRICTIONS ON DEALINGS

The Chargor shall not (a) create or permit to subsist any Security over the Property; or (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of the Property) except as expressly agreed in writing with the Common Security Agent (acting in accordance with the terms of the Intercreditor Agreement) or allowed under the Senior Facilities Agreement or this Standard Security.

4. WHEN SECURITY BECOMES ENFORCEABLE

4.1 Event of Default

This Standard Security shall become immediately enforceable if an Event of Default occurs and is continuing.

4.2 Discretion

After this Standard Security has become enforceable, the Common Security Agent may enforce all or any part of this Standard Security in any manner it sees fit or as the Instructing Group direct in each case in accordance with the terms of the Intercreditor Agreement.

5. MISCELLANEOUS

5.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Common Secured Liabilities regardless of any immediate payment or discharge in whole or in part.

5.2 New Accounts

- (a) If any subsequent charge or other interest affects the Property, a Common Secured Party may open a new account with the Chargor.
- (b) If that Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Liability.

5.3 Time Deposits

Without prejudice to any right of set off any Common Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Common Secured Party within the Security Period when:

- (a) this Standard Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Common Security Party considers appropriate.

5.4 Release

At the end of the Security Period or otherwise as expressly permitted under the Senior Facilities Agreement and/or the Mezzanine Note Agreement (as applicable), the Common Security Agent shall, promptly at the request of the Chargor, take whatever action is necessary to release the Property from this Standard Security.

6. WARRANTICE

The Chargor grants warrantice excluding the Lease.

7. REGISTRATION

The Chargor grants to the registration for preservation and following the occurrence of an Event of Default that is continuing, execution of this Standard Security and any certificate as aforesaid in the Books of Council and Session.

8. COMMON SECURITY AGENT

- (a) The Common Security Agent executes this Standard Security as security agent in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Finance Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Standard Security in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Finance Documents.

- (b) The Common Security Agent shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Common Security Agent is entitled to seek instructions from the Instructing Group in accordance with the provisions of the Intercreditor Agreement and any other Finance Documents at any time, and where it so acts or refrains from acting on the instructions of the Instructing Group or the Common Secured Parties entitled to give it instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

9. COUNTERPARTS

9.1 Where executed in counterparts:

- (a) this Standard Security shall not take effect until all of the counterparts have been delivered; and
- (b) delivery will take place when the date of delivery is agreed between the Parties after execution of this Standard Security as evidenced by the date inserted at the start of this Standard Security.

10. GOVERNING LAW

- 10.1** This Standard Security and any non-contractual disputes or claims shall be governed by and construed in accordance with Scots law.
- 10.2** The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a "Dispute")

10.3 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS WHEREOF these presents together with the Schedule are executed as follows:

Subscribed for and on behalf of GA HC REIT
II CH U.K. SENIOR HOUSING PORTFOLIO
LIMITED

by

[Redacted Signature]

Paul R. Womble

RAY

*Authorised Signatory/Director/Company
Secretary

Full Name of Signatory (Please Print)

at Irving, Texas

on December 12, 2022

before

[Redacted Signature]

Witness (Signature)

Lorna Grove

Witness Name (Please Print)

545 E. John Carpenter Freeway, Suite 1400

Witness Address

Irving, TX 75062

Common Security Agent

Subscribed for and on behalf of Situs Asset
Management Limited

by

*Authorised Signatory/Director/Company
Secretary

Full Name of Signatory (Please Print)

at

on

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

**This is the Schedule referred to in the foregoing standard security by GA HC REIT II CH U.K.
SENIOR HOUSING PORTFOLIO LIMITED in favour of Situs Asset Management Limited as
Common Security Agent**

PART 1

CHARGOR

Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
GA HC REIT II CH U.K. Senior Housing Portfolio Limited incorporated under the Companies Acts and having their registered office at 6th Floor One London Wall, London, United Kingdom, EC2Y 5EB	England & Wales	04258255

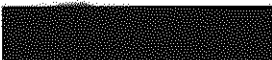
PART 2

PROPERTY

All and Whole (1) subjects of the west side of Broom Road, Leven being the subjects registered in the Land Register of Scotland under Title Number FFE40254, (2) Scoonie Care Home, Windygates Road, Leven KY8 4DP being the subjects registered in the Land Register of Scotland under Title Number FFE72109 and (3) subjects lying to the West of Broom Road, Leven being the subjects registered in the Land Register of Scotland under Title Number FFE49435

Signed for and on behalf of Situs Asset
Management Limited

Signed for and on behalf of GA HC REIT II CH
U.K. Senior Housing Portfolio Limited



Paul R. Womble

Standard Security

by

The Company listed in Part 1 of the Schedule as Chargor

in favour of

Situs Asset Management Limited

as common security agent

Subjects: Spoonie Care Home, Windygates Road, Leven KY8 4DP

Ref: jcf/

FAS: 3889 DD

FOR THE PURPOSES OF THE LEGAL WRITINGS (COUNTERPARTS AND DELIVERY)
(SCOTLAND) ACT 2015, THIS STANDARD SECURITY IS DELIVERED ON
15 DECEMBER 2022

Standard Security

By:

- (1) **THE COMPANY** listed in Part 1 of the Schedule (Chargor) as chargor (**Chargor**), in favour of
- (2) **SITUS ASSET MANAGEMENT LIMITED** a company incorporated in England under the Companies Acts (Company Number 06738409) and having their registered office at 34th Floor, 25 Canada Square, Canary Wharf, London, E14 5LB (the **Common Security Agent**) as security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement (as defined below)).

BACKGROUND:

The Chargor enters into this Standard Security in connection with the Intercreditor Agreement (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

Act means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being.

Common Secured Liabilities has the meaning given to that term in the Intercreditor Agreement.

Common Secured Party has the meaning given to that term in the Intercreditor Agreement (and Common Secured Party means each and every of them).

Event of Default has:

(a) prior to the Senior Debt Discharge Date, the meaning given to the term "Event of Default" in the Senior Facilities Agreement; and

(b) on or after the Senior Debt Discharge Date, the meaning given to the term "Event of Default" in the Mezzanine Note Agreement.

Intercreditor Agreement means the facilities agreement dated on or about the date of this Standard Security between (among others) the Chargor and the Common Security Agent.

Lease means the lease in respect of the Property dated 9 September 2013 and registered at the Land Register of Scotland on 12 September 2013 entered into between Caring Homes Healthcare Group Limited (now known as GA HC REIT II CH UK Senior Housing Portfolio

Limited) as the Landlord and Myriad Healthcare Limited (now known as Aria Healthcare Group Ltd) as the Tenant.

Mezzanine Debt Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Mezzanine Note Agreement means the mezzanine subscription agreement dated on or about the date of this Deed between (among others) the Subscriber, the Agent, the Company and the Original Guarantors (each term as defined therein).

Party means a party to this Standard Security.

Property means the subjects more particularly described in Part 2 (Property) of the Schedule.

Schedule means the Schedule annexed and signed as relative to this Standard Security.

Security Agreement means the security agreement between the Chargor and the Common Security Agent entered into on or around the date of this Standard Security.

Security Period means the period beginning on the date of this Standard Security and ending on the date on which all the Common Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Senior Debt Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Senior Facilities Agreement means the senior facilities agreement dated 18 October 2019 between (among others) the Chargor and the Common Security Agent as amended, supplemented and/or novated from time to time.

Standard Conditions means the standard conditions specified in Schedule 3 of the Act.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have the same meaning in this Standard Security, unless expressly defined in this Standard Security.
- (b) The provisions of clause 1.2 (Construction), of the Intercreditor Agreement apply to this Standard Security as though they were set out in full in this Standard Security except that references to the Intercreditor Agreement shall be construed as references to this Standard Security.
- (c) Unless a contrary indication appears, any reference in this Standard Security to:
 - (i) a **Finance Document** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - (ii) the term **this Security** means any Security created by this Standard Security; and
 - (iii) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).

- (d) Any obligation of the Chargor under this Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Common Security Agent (acting reasonably) considers that an amount paid to a Common Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Standard Security.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or to enjoy the benefit of any term of this Standard Security.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Standard Security at any time.
- (c) Any Common Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contract (Third Party Rights) (Scotland) Act 2017.

1.4 Intercreditor Agreement

- (a) This Standard Security is a Senior Finance Document and is subject to the terms of the Intercreditor Agreement.
- (b) Notwithstanding anything to the contrary in this Standard Security, to the extent any provision of this Standard Security conflicts with any of the terms of the Intercreditor Agreement, the parties agree that the terms of the Intercreditor Agreement shall prevail.

2. CREATION OF SECURITY

2.1 General

- (a) The Chargor shall pay or discharge the Common Secured Liabilities in the manner provided for in the Finance Documents.
- (b) The Chargor agrees with the Common Security Agent that a certificate signed by or on behalf of the Common Security Agent as to the amount, calculation or nature of the Common Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Chargor.
- (c) All the security created under this Standard Security:
 - (i) is created in favour of the Common Security Agent; and
 - (ii) is security for the payment of all the Common Secured Liabilities of the Chargor;
- (d) The Common Security Agent holds the benefit of this Standard Security on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.

2.2 Standard Security

The Chargor as security for the due and punctual payment and performance of the Common Secured Liabilities in accordance with Clause 2.1 hereby grants to the Common Security Agent a standard security over the Property.

2.3 Standard Conditions

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

2.4 Variation to Standard Conditions

The whole terms, undertakings, obligations, powers, rights, provisions and others contained the Intercreditor Agreement and the Security Agreement insofar as relevant to the Property and lawful and applicable under Scots law shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein mutatis mutandis as variations of the Standard Conditions and to the extent that the terms of the Intercreditor Agreement and the Security Agreement and the said Standard Conditions are inconsistent or where there is an obligation in the Standard Conditions which is more onerous than an equivalent obligation in the Intercreditor Agreement, the terms of the Intercreditor Agreement and the Security Agreement shall prevail and shall have effect in preference to the said Standard Conditions and (2) that for the purposes of Standard Condition 9(1)(b), the Chargor shall only be held to be in default if an Event of Default has occurred and is continuing.

3. RESTRICTIONS ON DEALINGS

The Chargor shall not (a) create or permit to subsist any Security over the Property; or (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of the Property) except as expressly agreed in writing with the Common Security Agent (acting in accordance with the terms of the Intercreditor Agreement) or allowed under the Senior Facilities Agreement or this Standard Security.

4. WHEN SECURITY BECOMES ENFORCEABLE

4.1 Event of Default

This Standard Security shall become immediately enforceable if an Event of Default occurs and is continuing.

4.2 Discretion

After this Standard Security has become enforceable, the Common Security Agent may enforce all or any part of this Standard Security in any manner it sees fit or as the Instructing Group direct in each case in accordance with the terms of the Intercreditor Agreement.

5. MISCELLANEOUS

5.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Common Secured Liabilities regardless of any immediate payment or discharge in whole or in part.

5.2 New Accounts

- (a) If any subsequent charge or other interest affects the Property, a Common Secured Party may open a new account with the Chargor.
- (b) If that Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Liability.

5.3 Time Deposits

Without prejudice to any right of set off any Common Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Common Secured Party within the Security Period when:

- (a) this Standard Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Common Security Party considers appropriate.

5.4 Release

At the end of the Security Period or otherwise as expressly permitted under the Senior Facilities Agreement and/or the Mezzanine Note Agreement (as applicable), the Common Security Agent shall, promptly at the request of the Chargor, take whatever action is necessary to release the Property from this Standard Security.

6. WARRANTICE

The Chargor grants warrantice excluding the Lease.

7. REGISTRATION

The Chargor grants to the registration for preservation and following the occurrence of an Event of Default that is continuing, execution of this Standard Security and any certificate as aforesaid in the Books of Council and Session.

8. COMMON SECURITY AGENT

- (a) The Common Security Agent executes this Standard Security as security agent in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Finance Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Standard Security in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Finance Documents.

- (b) The Common Security Agent shall not owe any fiduciary duties to any party to this Standard Security or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Standard Security, in acting under and in accordance with this Standard Security the Common Security Agent is entitled to seek instructions from the Instructing Group in accordance with the provisions of the Intercreditor Agreement and any other Finance Documents at any time, and where it so acts or refrains from acting on the instructions of the Instructing Group or the Common Secured Parties entitled to give it instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

9. COUNTERPARTS

9.1 Where executed in counterparts:

- (a) this Standard Security shall not take effect until all of the counterparts have been delivered; and
- (b) delivery will take place when the date of delivery is agreed between the Parties after execution of this Standard Security as evidenced by the date inserted at the start of this Standard Security.

10. GOVERNING LAW

- 10.1** This Standard Security and any non-contractual disputes or claims shall be governed by and construed in accordance with Scots law.
- 10.2** The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Standard Security (including a dispute regarding the existence, validity or termination of this Standard Security) (a "Dispute")

10.3 The parties to this Standard Security agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

IN WITNESS WHEREOF these presents together with the Schedule are executed as follows:

Subscribed for and on behalf of GA HC REIT
II CH U.K. SENIOR HOUSING PORTFOLIO
LIMITED

by

*Authorised Signatory/Director/Company
Secretary

Full Name of Signatory (Please Print)

at

on

before

Witness (Signature)

Witness Name (Please Print)

Witness Address

Common Security Agent

Subscribed for and on behalf of Situs Asset
Management Limited

by



Edward Baker
Vice President

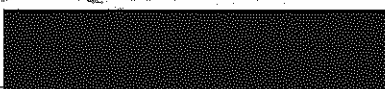
*Authorised Signatory/Director/Company
Secretary

Full Name of Signatory (Please Print)

at *London*

on *13 December 2022*

before



Witness (Signature)

Alexandra Stavrou

Witness Name (Please Print)

Office Manager

Witness Address

25 Canada Square, 34th Floor
Canary Wharf, London E14 5LB

This is the Schedule referred to in the foregoing standard security by GA HC REIT II CH U.K. SENIOR HOUSING PORTFOLIO LIMITED in favour of Situs Asset Management Limited as Common Security Agent.

PART 1

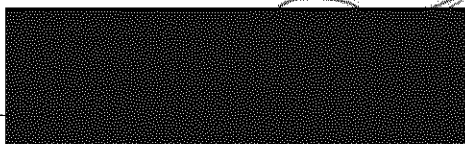
CHARGOR

Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
GA HC REIT II CH U.K. Senior Housing Portfolio Limited incorporated under the Companies Acts and having their registered office at 6th Floor One London Wall, London, United Kingdom, EC2Y 5EB	England & Wales	04258255

PART 2
PROPERTY

All and Whole (1) subjects of the west side of Broom Road, Leven being the subjects registered in the Land Register of Scotland under Title Number FFE40254, (2) Scoonie Care Home, Windygates Road, Leven KY8 4DP being the subjects registered in the Land Register of Scotland under Title Number FFE72109 and (3) subjects lying to the West of Broom Road, Leven being the subjects registered in the Land Register of Scotland under Title Number FFE49435

Signed for and on behalf of Situs Asset
Management Limited



Edward Baker
Vice President

Signed for and on behalf of GA HC REIT II CH
U.K. Senior Housing Portfolio Limited
