



Registration of a Charge

Company Name: **DRS CARE HOMES LIMITED**

Company Number: **05697610**



Received for filing in Electronic Format on the: **15/12/2021**

XAJEWLPN

Details of Charge

Date of creation: **10/12/2021**

Charge code: **0569 7610 0006**

Persons entitled: **TRIODOS BANK UK LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 24 ROWBEN CLOSE N20
8QR AND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER
P119794**

Contains fixed charge(s).

Contains floating charge(s) .

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: **HARRY REID, SOLICITOR, FARRER & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5697610

Charge code: 0569 7610 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2021 and created by DRS CARE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2021 .

Given at Companies House, Cardiff on 16th December 2021

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**

Legal Mortgage

- (1) DRS Care Homes Limited as the Mortgagor
- (2) Triodos Bank UK Limited as the Bank

Dated 10 December 2021

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This deed is made 10 day of December 2021

Between:

- (1) DRS Care Homes Limited a company incorporated in England and Wales (company number 05697610) the registered office of which is at 45 Pembury Road, Tottenham, London, N17 6SS (the **Mortgagor**); and
- (2) **Triodos Bank UK Limited** a company incorporated in England and Wales (company number 11379025) the registered office of which is at Triodos Bank, Deanery Road, Bristol, BS1 5AS (the **Bank**).

1 Interpretation

- 1.1 In this Mortgage, (and any notices or acknowledgements sent in connection with it) and unless otherwise defined below, words and expressions shall have the meaning given in the Facility Agreement:

Chattels	means all stock, goods, moveable plant, machinery, tools, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Property
Expenses	means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Mortgaged Property or the Mortgagor's Liabilities or in taking or perfecting this Mortgage or in preserving defending or enforcing the security created by this Mortgage or in exercising any power under this Mortgage or otherwise
Facility Agreement	means the facility agreement made between, amongst others, the Mortgagor and the Bank and dated 25 November 2020 (as amended, restated and/or supplemented from time to time).
Interest	means interest at the rate(s) charged to the Mortgagor by the Bank from time to time in accordance with clause 5.1 (<i>Interest</i>) of the Facility Agreement or as otherwise agreed between the Parties
LPA	means the Law of Property Act 1925
Mortgaged Property	means the Property and all other assets, revenues, rights and benefits described in clauses 4.1 and 4.2 (<i>Charges</i>)
Mortgagor's Liabilities	means all of the Mortgagor's sole and actual liabilities to the Bank of any kind and in any currency together with the Bank's charges and commission, Interest and Expenses thereon
Property	means the freehold property known as 24 Rowben Close N20 8QR and registered at HM Land Registry with title number P119794
Receiver	means a receiver and/or manager of any or all of the Mortgaged Property appointed under this Mortgage
Rent	means all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee, service charge, dilapidations, ground rent and any mesne profits in respect of the Property and other monies payable to or for the benefit of the Mortgagor in respect of the occupation or usage of any part of the Property including without

limitation for display of advertisements on licence or otherwise

1.2 In this Mortgage a reference to:

1.2.1 a statutory provision includes a reference to:

- (a) that statutory provision as modified or re-enacted or both from time to time before and after the date of this Mortgage; and
- (b) any subordinate legislation made under that statutory provision before and after the date of this Mortgage;

1.2.2 persons includes a reference to any individual, firm, body corporate, unincorporated association or partnership;

1.2.3 a person includes a reference to that person's legal personal representatives, successors and assigns;

1.2.4 a clause or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Mortgage;

1.2.5 the singular shall include the plural and vice versa;

1.2.6 this Mortgage (or any specified provision of it) or any other agreement or document is a reference to this Mortgage, that provision agreement or document as from time to time supplemented or amended;

1.2.7 references to the Property and the Mortgaged Property includes any part of it or them and the Property includes:

- (a) all buildings and fixtures and fittings and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of that Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Mortgagor in respect of the Property; and
- (d) all rights under any licence, agreement for sale or, agreement for lease in respect of the Property or any part of it; and

1.2.8 the Property also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property.

1.3 An Event of Default is "continuing" if it has not been remedied or waived.

1.4 The headings to these Conditions shall not affect the interpretation of this Mortgage.

1.5 In the event of a conflict between the provisions of this Mortgage and the Facility Agreement, the terms of the Facility Agreement shall prevail.

2 Covenant to pay

The Mortgagor shall, on demand, pay to the Bank and discharge the Mortgagor's Liabilities when they become due.

3 Interest

The Mortgagor shall pay Interest on any amounts due under clause 2 (*Covenant to pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Mortgagor) at the default rate calculated in accordance with clause 5.5 (*Default Rate*) of the Facility Agreement. In the case of any Expenses or other amounts due under this Mortgage, such Interest shall accrue and be payable as from the date on which the relevant Expenses arose or amounts were paid by the Bank, and after demand for payment has been made.

4 Charges

4.1 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee charges to the Bank:

4.1.1 by way of first legal mortgage, the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale);

4.1.2 by way of first fixed charge:

(a) the Property to the extent it is not effectively mortgaged or charged under Clause 4.1.1;

(b) all its rights in any policies of insurance relating to the Property (other than where any insurances relate to third party liability), including the proceeds of any claims under such policies, the rent and the benefit of any guarantee or security in respect of the rent, to the extent not effectively assigned under clause 4.2;

(c) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Mortgagor is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise of or relating to the Mortgaged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them;

(d) all licences and authorisations (statutory or otherwise) held from time to time in connection with the Mortgagor's business carried on at the Property or the use of any Mortgaged Property, and all rights in connection with them; and

(e) all present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor; and

4.1.3 where the Mortgagor is a company, by way of first floating charge, all present and future Chattels owned by the Mortgagor or in which the Mortgagor has an interest.

4.2 As a continuing security for the payment and discharge of the Mortgagor's Liabilities, the Mortgagor with full title guarantee assigns to the Bank:

4.2.1 all its rights in any policies of insurance relating to the Property (other than where any insurances relate to third party liability), including the proceeds of any claims under such policies; and

4.2.2 the Rent and the benefit of any guarantee or security in respect of the Rent,

provided that nothing in this clause 4.2 shall constitute the Bank as mortgagee in possession.

5 Perfection of security

- 5.1 The Mortgagor applies to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 10 December 2021 in favour of Triodos Bank UK Limited referred to in the charges register."

- 5.2 If the title to the Property is not registered at the Land Registry, the Mortgagor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Bank.

- 5.3 Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Mortgagor's title to the Property, the Mortgagor shall immediately provide the Bank with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Mortgage, the Mortgagor shall promptly and at its own expense take such steps as the Bank may reasonably require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

- 5.4 The Mortgagor shall deposit with the Bank and the Bank shall during the continuance of this security be entitled to hold and retain (unless held by a prior mortgagee at the date hereof) all deeds and documents of title relating to the Mortgaged Property for the time being.

6 Further assurance

The Mortgagor, at its own reasonable cost, shall prepare and execute in favour of the Bank, or as the Bank shall direct, such further legal or other assignments, mortgages, securities, charges (containing a power of sale and such other provisions as the Bank may reasonably require) or notices as the Bank may reasonably require to perfect or protect the security created by this Mortgage over any Mortgaged Property.

7 Restrictions and Mortgaged Property

The Mortgagor shall not at any time, except with the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed) or as permitted pursuant to the Facility Agreement:

- 7.1 create, purport to create or permit to subsist any mortgage, charge, lien or other encumbrance on, or in relation to, the Mortgaged Property other than this Mortgage; or
- 7.2 other than as permitted pursuant to the Facility Agreement sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Mortgaged Property; or
- 7.3 other than as permitted pursuant to the Facility Agreement create or grant (or purport to create or grant) any interest in the Mortgaged Property in favour of a third party (such as, without limitation, Permitted Disposals).

8 Mortgagor's covenants

8.1 During the continuance of this Mortgage, the Mortgagor shall:

- 8.1.1 keep all Mortgaged Property in a good state of repair and all fixtures and fittings comprised therein in good working order and condition and complete the erection and construction of any uncompleted buildings works or erections (if any) comprised in the Mortgaged Property promptly and as agreed with and to the satisfaction of the Bank where failure to do so would, or may reasonably be expected to, cause a Material Adverse Effect;
- 8.1.2 keep all Mortgaged Property of an insurable nature comprehensively insured in accordance with the terms of the Facility Agreement and:
 - (a) deposit with the Bank copies of all insurance policies and originals of all deeds and documents of title relating to the Mortgaged Property;
 - (b) give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under the Mortgagor's insurance policies pursuant to clause 4.2 (*Charges*); and
 - (c) ensure all sums in excess of £500,000 received under the Mortgagor's insurance policies (in respect of any claim or related claims) at any time are paid directly to the Bank and, if such monies are not paid directly to the Bank, hold the monies on trust for the benefit of the Bank;
- 8.1.3 not, without the prior written consent of the Bank (not to be unreasonably withheld or delayed), carry out any material development on or make any material alterations to the Property which require planning permission nor pull down or remove the whole or any material part of any building forming part of the Property, nor to remove from the Property any material plant and machinery other than as required to effect the Development;
- 8.1.4 within five Business Days of its receipt report to the Bank any notice order or requirement received from whatever source which may affect the value of the Mortgaged Property;
- 8.1.5 observe and perform all covenants and conditions affecting the Mortgaged Property (where failure to do so would, or may reasonably be expected to, cause a Material Adverse Effect) and to pay all rents, taxes, duties, charges, assessments, impositions and outgoings whatsoever payable in respect of the Mortgaged Property when due and on demand produce to the Bank all receipts or other evidence of such payments;
- 8.1.6 indemnify the Bank and, as a separate covenant, any Receiver appointed by it, against all actions, proceedings, damages and costs in respect of any breach of this clause 8.1. Any such sums paid by the Bank or any Receiver shall be repayable by the Mortgagor on demand together with Interest from the date of payment by the Bank or Receiver; and
- 8.1.7 not, without the prior written consent of the Bank, grant, or accept a surrender of, any lease or licence of the Property or consent to any assignment or sub-letting of the same by a tenant (other than in the ordinary course of business or as otherwise permitted by the Facility Agreement).

8.2 The Bank and its agents (in each case acting reasonably) may enter and inspect the Mortgaged Property at any reasonable time during normal business hours and where no Event of Default is continuing the Bank must give the Mortgagor five Business Days' notice of such inspection.

- 8.3 If the Mortgagor fails to comply with clause 8.1, the Bank shall be entitled (but not obliged) to repair and maintain such Mortgaged Property or fixtures and fittings, and complete such building works, at the Mortgagor's expense.
- 8.4 If the Mortgagor fails to keep any of the Mortgaged Property of an insurable nature comprehensively insured in accordance with the Facility Agreement, the Bank shall be entitled (but not obliged) to arrange insurance of the Mortgaged Property at the Mortgagor's expense.
- 8.5 Any sums expended by the Bank under clauses 8.3 and 8.4 above are repayable by the Mortgagor to the Bank on demand together with Interest from the date of payment by the Bank.
- 8.6 The Bank shall not be responsible to the Mortgagor or any other person in the event of the Mortgaged Property not being adequately insured. Whenever any insurance is effected through the agency of the Bank all reasonable sums allowed to the Bank by way of commission or otherwise by the insurers shall belong to the Bank and the Bank shall not be required to account to the Mortgagor for such sums.

9 Enforcement

- 9.1 The security constituted by this Mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall be immediately exercisable at any time an Event of Default is continuing.
- 9.2 Section 103 of the LPA shall not apply to this Mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this Mortgage) shall, as between the Bank and a purchaser, arise on the execution of this Mortgage and be exercisable at any time after such execution, but the Bank shall not exercise such power of sale until the security constituted by this Mortgage has become enforceable under clause 9.1.
- 9.3 After the security constituted by this Mortgage has become enforceable, the Bank may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Mortgaged Property.
- 9.4 After the security constituted by this Mortgage has become enforceable, the statutory powers of sale, leasing and accepting surrenders conferred on the Bank shall be extended so as to authorise the Bank to lease and make arrangements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Bank shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the LPA.

10 Appointment of Receiver

- 10.1 At any time after the security constituted by this Mortgage has become enforceable or at the request of the Mortgagor, the Bank may by writing under the hand of any duly authorised officer of the Bank or any person authorised by such officer in writing:
- 10.1.1 appoint any person or persons to be a Receiver of the Mortgaged Property or any part thereof; and
- 10.1.2 to the extent permitted by law, remove any Receiver so appointed and appoint another or others in his or their place.
- 10.2 Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Bank specifies to the contrary).

11 Powers and capacity of a Receiver

11.1 Any Receiver appointed by the Bank under this Mortgage shall (in addition to all powers conferred on him by law) have the following powers which, in the case of joint receivers, may be exercised jointly or severally:

- 11.1.1 to enter and/or take possession of and collect and get in and generally manage any of the Mortgaged Property;
- 11.1.2 to take, continue or defer any proceedings in the name of the Mortgagor or otherwise as may seem expedient;
- 11.1.3 to carry on and manage any business carried on or, in the opinion of the Receiver, capable of being carried on in or from the Mortgaged Property or any part of it;
- 11.1.4 to raise or borrow any money and secure the payment of any money in priority to the Mortgagor's Liabilities as he thinks fit;
- 11.1.5 to sell, realise, dispose of or concur in selling, realising, or disposing of (but, where necessary, with the leave of the Court) the Mortgaged Property without the restriction imposed by s.103 of the LPA;
- 11.1.6 to grant, or accept surrenders of, any leases or tenancies affecting the Mortgaged Property and to grant any other interest or right over the Mortgaged Property on such terms and subject to such conditions as he thinks fit;
- 11.1.7 to make any arrangement or compromise which he or they shall think expedient;
- 11.1.8 to undertake or complete any works of repair, alteration, building or development on the Property and to apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 11.1.9 to employ managers, agents, officers, consultants, advisers, servants and workmen at such salaries and for such periods as he or they may determine and to purchase or acquire materials, tools, equipment, goods or supplies;
- 11.1.10 to insure the Mortgaged Property and any works and effect indemnity insurance or similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 11.1.11 to sever and sell separately any fixtures or fittings from the Property without the consent of the Mortgagor;
- 11.1.12 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor; and
- 11.1.13 do any other acts and things which the Receiver may consider to be incidental or conducive to any of his powers or otherwise incidental or conducive to the realisation of the Bank's security or the exercise of his functions as Receiver.

11.2 All money received by the Bank or a Receiver in the exercise of any enforcement powers conferred by this Mortgage shall be applied:

- 11.2.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Bank (and any Receiver, attorney or agent appointed by it);

- 11.2.2 secondly, in payment of the Receiver's remuneration (as agreed between the Bank and the Receiver);
 - 11.2.3 thirdly, in or towards satisfaction of the Mortgagor's Liabilities in such order and manner as the Bank determines; and
 - 11.2.4 finally, in paying any surplus to the Mortgagor or any other person entitled to it.
- 11.3 Any Receiver shall at all times and for all purposes be deemed to be the agent or agents of the Mortgagor who shall be solely responsible for his or their acts or defaults and for his or their remuneration. Neither the Bank nor any Receiver shall be liable to the Mortgagor as mortgagee in possession or otherwise for any loss occurring in the exercise of any of its or his powers pursuant to this Mortgage.
- 11.4 The Bank may fix the remuneration of any Receiver appointed by it for his or their services and for those of his or their firm(s) appropriate to the work and responsibilities involved without being limited by the maximum rate specified in section 109(6) of the LPA and the remuneration of the Receiver shall be a debt secured by this Mortgage which shall be due and payable immediately upon its being paid by the Bank.
- 11.5 Only money actually paid by the Receiver to the Bank shall be capable of being applied by the Bank in or towards satisfaction of any of the Mortgagor's Liabilities. The Bank may, in its absolute discretion, at all times prior to payment in full of all of the Mortgagor's Liabilities, place and keep to the credit of a separate or suspense account any proceeds of enforcement or recoveries received by the Bank or a Receiver by virtue of this Mortgage for so long and in such manner as the Bank may determine without any obligation to apply the same or any part of it in or towards the discharge of any of the Mortgagor's Liabilities.
- 11.6 Neither the Bank nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Mortgagor's Liabilities.
- 11.7 Upon the security constituted by this Mortgage becoming enforceable, the Mortgagor:
- 11.7.1 grants an irrevocable licence to the Bank and power to any Receiver until the sale of the Mortgaged Property to use all the assets of the Mortgagor situated at the Mortgaged Property which are used in connection with any business of the Mortgagor carried on at the Mortgaged Property; and
 - 11.7.2 irrevocably authorises the Bank and/or any Receiver to remove, sell, store or otherwise deal with the same. The Receiver will pay to the Bank any net proceeds of sale after deduction of any costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor.
- 11.8 At any time after this Mortgage shall have become enforceable or after any powers conferred by any encumbrance having priority to this Mortgage shall have become exercisable, the Bank may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pay the accounts of the encumbrancer. Any accounts so settled and paid shall be conclusive and binding on the Mortgagor and all moneys paid by the Bank to the encumbrancer in accordance with such accounts shall be repayable by the Mortgagor to the Bank on demand together with Interest from the date of payment by the Bank.
- 11.9 To the extent permitted by law, any right, power or discretion conferred by this Mortgage on a Receiver may, after the security constituted by this Mortgage has become enforceable be exercised by the Bank in relation to the Mortgaged Property whether or not it has taken possession of the Mortgaged Property and without or notwithstanding the appointment of a Receiver.

12 Power of Attorney

- 12.1 The Mortgagor irrevocably appoints the Bank and separately any Receiver to be its attorney and, in its name, on its behalf and as its act and deed, to execute any document and do any acts and things which:
- 12.1.1 the Mortgagor is required to execute and do under this Mortgage (but has not done); and
 - 12.1.2 any attorney may deem necessary in exercising any of the powers, authorities and discretions conferred by this Mortgage or by law on the Bank or any Receiver.
- 12.2 The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or proper and lawful purported exercise of all or any of the powers, authorities and discretions referred to in clause 12.1.
- 12.3 The powers of attorney granted pursuant to clause 12.1 shall only be exercisable whilst an Event of Default is continuing.

13 New Accounts

If the Bank receives notice of any subsequent charge or assignment or other interest affecting the Mortgaged Property which is prohibited by the Facility Agreement, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and, as from that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to discharge any part of the Mortgagor's Liabilities outstanding at the time when the Bank received notice.

14 Consolidation and set off

- 14.1 The Bank shall, but only in accordance with the terms of the Facility Agreement, be entitled at any time (both before and after demand) and without notice to the Mortgagor:
- 14.1.1 to combine or consolidate all or any existing accounts (including accounts in the name of the Bank) of the Mortgagor with the Bank;
 - 14.1.2 to set off or transfer any sum or sums standing to the credit of any account in or towards satisfaction of any of the liabilities of the Mortgagor to the Bank on any other account or in any other respect; and
 - 14.1.3 for this purpose, the Bank may convert any amount in one currency into another, using the rate of exchange at which it is able to purchase the currency at the relevant time.
- 14.2 The Mortgagor waives any present or future right of set off it may have in respect of the Mortgagor's Liabilities.

15 Immediate recourse

The Mortgagor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Mortgage against the Mortgagor.

16 Notices

Any notice or other communication under or in connection with this Mortgage must be made pursuant to clause 24 (*Notices*) of the Facility Agreement.

17 Assigns

17.1 The Bank may:

- 17.1.1 assign any of its rights; or
- 17.1.2 transfer by novation any of its rights and obligations,

under this Mortgage to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets, and the Mortgagor shall promptly take (at the cost of the Bank) all reasonable steps necessary to facilitate any such assignment or transfer.

17.2 The Bank may disclose to any person:

- 17.2.1 to (or through) whom the Bank assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Mortgage;
- 17.2.2 with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, this agreement or the Mortgage;
- 17.2.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or
- 17.2.4 who is an affiliate of the Bank,

any information about the Mortgagor and this Mortgage as the Bank shall consider appropriate if the recipient has entered into a confidentiality agreement (in a form that is materially consistent with the form then published by the Loan Market Association).

17.3 The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

17.4 The expression "the Bank" shall include the Bank's assigns whether immediate or derivative. Any appointment or removal of a Receiver under clause 10 (*Appointment of Receiver*) or any consents hereunder may be made or given by writing signed or sealed by any such assigns and the Mortgagor hereby irrevocably appoints each of such assigns to be its attorney in the terms and for the purposes set out in clause 12 (*Power of Attorney*).

18 Additional security

18.1 This Mortgage and the security created by this Mortgage shall be in addition to any other security or guarantees which the Bank may now or from time to time hold for any of the Mortgagor's Liabilities.

18.2 The restriction on the right of consolidation contained in Section 93 of the LPA shall not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage.

19 Non-merger

19.1 No prior security held by the Bank over the whole or any part of the Mortgaged Property shall merge in the security created by this Mortgage.

19.2 This Mortgage shall remain in full force and effect as a continuing security for the Mortgagor's Liabilities despite intermediate payment, or other matter or thing unless and until the Mortgaged Liabilities have been discharged in full.

20 Severability

Each of the provisions in this Mortgage shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the remaining provisions shall not in any way be affected or impaired.

21 No waiver

21.1 Any waiver or variation of any right of the Bank (whether arising under this Mortgage or otherwise) shall only be effective if it is in writing and signed by the Bank, will only apply in the circumstances for which it was given and shall not prevent the Bank from subsequently relying on the relevant provision.

21.2 No delay or failure to exercise any right or power under this Mortgage shall operate as a waiver.

22 General

22.1 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Mortgage.

22.2 The perpetuity period applicable to all trusts declared by this Mortgage shall be 80 years.

22.3 If the Mortgagor is a company, the Mortgagor certifies that this Mortgage does not contravene any of the provisions of the company's memorandum and articles of association.

22.4 No third party dealing with the Bank or any Receiver need enquire that the powers under this Mortgage have arisen or are being properly exercised.

22.5 Nothing in the Mortgage shall give or be construed as giving to the Bank any security interest in or rights in respect of any equipment, chattels or other items which would constitute this Mortgage or any part of it as a bill of sale.

23 Regulation

The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 183366.

24 Governing law and jurisdiction

24.1 This Mortgage is governed by and shall be construed in accordance with the laws of England and Wales.

24.2 The Bank and the Mortgagor irrevocably submit to the exclusive jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Mortgage in those courts will be conclusive and binding on the Mortgagor and the Bank and may be enforced in the courts of any other jurisdiction.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The Mortgagor

Executed as a deed by **DRS Care Homes Limited** acting either by ~~a director in the presence of a witness or two directors/a director and the company secretary~~

Director

Director/Secretary

Witness signature:

Witness print name:

Witness address:

Witness occupation:

G R C CLAPHAM

SOLICITOR

GUY CLAPHAM & Co
51 - 55 WEYMOUTH STREET
LONDON W1G 8NH
Tel: 020 7935 1095
Fax: 020 7935 9127

The Bank

Signed as a deed by _____ and _____
for and on behalf of
Triodos Bank UK Limited

Authorised signatory

Authorised signatory

The Mortgagor

Executed as a deed by **DRS Care Homes Limited** acting either by a director in the presence of a witness or two directors/a director and the company secretary)

.....
Director

.....
Director/Secretary

Witness signature:

Witness print name:

Witness address:

Witness occupation:

The Bank

Signed as a deed by STEVE SHORNEY and SIMON CRICHTON for and on behalf of **Triodos Bank UK Limited**)

.....
Authorised signatory

.....
Authorised signatory