

MR01

Particulars of a charge

135361 / G13

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last page

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Please go to www.companieshouse.gov.uk

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

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR01

THURSDAY



LD4 12/12/2013 #12
COMPANIES HOUSE

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

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 5 8 6 7 9 2 0

Company name in full Care Management Group (Acquisition) Limited

2 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d0 d2 m1 m2 y2 y0 y1 y3

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

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

Name Commerzbank AG, Filiale Luxemburg (and its
successors in title and permitted transferees)

Name

Name

Name

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

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Land (including buildings)

All Real Property in England and Wales owned by the Company at the date of the Security Agreement, all other Real Property owned by the Company at the date of the Security Agreement and all Real Property acquired by the Company after the date of the Security Agreement

Intellectual property

All the Company's Intellectual Property.

Definitions

"**Company**" means Care Management Group (Acquisition) Limited (Company number 05867920)

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus (but excluding all landlord's fixtures in relation to any leasehold property)

Please see attached continuation pages

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X Linklaters LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Henry Birkbeck

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London/City

Telephone 020 7456 2000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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

MR01 - continuation page

Particulars of a charge

4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>"Intellectual Property" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it from time to time owns or (to the extent of its interest) in which it from time to time has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and Related Rights</p> <p>"Real Property" means all the Company's right, title and interest from time to time in and to any freehold property and leasehold property in England and Wales and other real property anywhere in the world (in each case including any interest or estate therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Related Rights" means, in relation to any asset, all or any.</p> <p>(a) proceeds of sale of all or any part of that asset,</p> <p>(b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset;</p> <p>(c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset; and</p> <p>(d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award).</p> <p>"Security Trustee" means Commerzbank AG, Filiale Luxemburg (formerly known as Dresdner Bank AG Niederlassung Luxemburg)</p>

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Particulars of a charge

4	Description
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>"Security Agreement" means the supplemental fixed and floating security document dated 2 December 2013 made between Care Management Group (Acquisition) Limited, Care Management Group (UK) Limited, Care Management Group (Holdings) Limited, Care Management Group Limited, Care Management Group (Southern) Limited, Care Managament Group (Cymru) Limited, CMG (Domiciliary Care Investments) Limited, Blocklin House Limited, CMG Holdco Limited and Your Care - Your Way Limited (formerly known as Community Home Care (Sussex) Limited) as chargors and the Security Trustee</p>



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 5867920

Charge code: 0586 7920 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2013 and created by CARE MANAGEMENT GROUP (ACQUISITION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2013.

LC

Given at Companies House, Cardiff on 16th December 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Certified that, save for material redacted pursuant to section 859 G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Linklaters LLP

EXECUTION VERSION

12 December 2013

SUPPLEMENTAL FIXED AND FLOATING SECURITY DOCUMENT

dated 2 December 2013

created by

THE COMPANIES LISTED IN SCHEDULE 1

as the Chargors

In favour of

COMMERZBANK AG, FILIALE LUXEMBURG

(formerly known as DRESDNER BANK AG NIEDERLASSUNG LUXEMBURG)

acting as Security Trustee

Linklaters

Ref. L-215257

Linklaters LLP

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THIS DEED is dated 2 December 2013 and made between

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) as the chargors (the "**Chargors**"), and
- (2) COMMERZBANK AG, FILIALE LUXEMBURG (formerly known as DRESDNER BANK AG NIEDERLASSUNG LUXEMBURG) (the "**Security Trustee**", as Security Trustee for the benefit of the Finance Parties).

Background

- (A) Whilst the Existing Transaction Security Documents remain in full force and effect, each Chargor is entering into this Deed in connection with the Finance Documents
- (B) The Board of Directors of each Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of that Chargor and its business
- (C) The Security Trustee and each Chargor intend this document to take effect as a deed (even though the Security Trustee only executes it under hand)
- (D) The Security Trustee holds the benefit of this Deed on trust for the Finance Parties on the terms of the Finance Documents, including subject to the terms of the Intercreditor Agreement.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Facility Agreement have the same meaning and construction and

"2013 Amendment and Restatement Agreement" means the amendment and restatement agreement dated 1 October 2013 between, among others, the Parent, the other Chargors, the Lenders, the Agent and the Security Trustee pursuant to which *inter alios* the Facility Agreement was amended and restated

"2013 Intercreditor Amendment and Restatement Agreement" means the amendment and restatement agreement dated 2 October 2013 between, among others, the Parent, the other Chargors, the Lenders, the Hedge Counterparties, the Agent and the Security Trustee, pursuant to which *inter alios* the Intercreditor Agreement was amended and restated

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

"Agent" means Commerzbank AG, Filiale Luxemburg as agent of the other Finance Parties

"Ancillary Facilities" means overdraft, BACS, Business Master, company Barclaycard and mastercard facilities made available by a reputable bank to the Chargors in the ordinary course of business

"Arranger" means Commerzbank AG, London Branch.

"Assigned Contracts" means the Permitted Development Documents and Related Rights

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts and Related Rights

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security created or expressed to be created by or pursuant to this Deed and any Mortgage.

"Currency of Account" means the currency in which the relevant indebtedness is denominated or, if different, is payable

"Delegate" means a delegate or sub-delegate appointed under Clause 19.2 (*Delegation*)

"Existing Transaction Security Documents" means each document listed in paragraphs (a) to (d) (inclusive) of the definition of "Transaction Security Documents" contained in the Facility Agreement

"Facility Agreement" means the facilities agreement originally dated 15 August 2006 between Care Management Group (Acquisition) Limited as original borrower, the other Chargors as guarantors, the Arranger, the Lenders, the Agent and the Security Trustee, as amended, novated, supplemented, extended, varied and/or restated from time to time including pursuant to clause 4.7 (*Final amendments to the Second Facility Agreement*) of the 2013 Amendment and Restatement Agreement

"Finance Document" means the 2011 Amendment and Restatement Agreement, the 2011 Intercreditor Amendment Letter, the 2013 Amendment and Restatement Agreement, the 2013 Intercreditor Amendment and Restatement Agreement, the Amendment and Restatement Agreement, the Facility Agreement, any Accession Letter, any Margin Substitution Notice, any Compliance Certificate, any Hedging Agreement, the Intercreditor Agreement, any Fee Letter, any Assignment Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, the Mandate Letter and any other document designated as a "Finance Document" by the Agent and the Parent.

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or any Hedge Counterparty.

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus (but excluding all landlord's fixtures in relation to any leasehold property)

"Freehold Property" shall have the meaning given to the term in the Facility Agreement

"General Contracts" means any contract or agreement including any contract or other document relating to or in any way connected with the appointment of any managing agent of any Real Property

"Hedging Agreements" has the meaning given to it in the Facility Agreement and Related Rights

"Hedge Counterparty" means a Hedge Counterparty described in the Facility Agreement

"Insolvency Act" means the Insolvency Act 1986

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights.

"Intellectual Property" of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and Related Rights

"Intercreditor Agreement" means the intercreditor agreement originally dated 15 August 2006 between, among others, the Parent, the other Chargors, the Lenders, the Hedge Counterparties, the Agent, the Security Trustee and others, as amended, novated, supplemented, extended, varied and/or restated from time to time including pursuant to the 2013 Intercreditor Agreement and Restatement Agreement

"Investments" of a Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights.

"Leasehold Property" shall have the meaning given to the term in the Facility Agreement

"Lender" means a Lender as described in the Facility Agreement

"Liabilities" of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Finance Document (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) but not any liability to the extent that it would result in this Deed constituting unlawful financial assistance within the meaning of Section 678 of the Companies Act 2006 or any equivalent and applicable provisions under the laws of the jurisdiction of incorporation of a Chargor

"LPA" means the Law of Property Act 1925.

"Mortgage" means a mortgage or charge entered into or to be entered into by a Chargor in respect of Real Property situated in England and Wales substantially in the form set out in Schedule 7 (*Form of Legal Mortgage*) or any other form agreed between the Security Trustee and a Chargor

"Parent" means Care Management Group (Acquisition) Limited

"Party" means a party to this Deed

"Real Property" means Freehold Property and Leasehold Property in England and Wales and other Real Property (as defined in the Facility Agreement) anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Related Rights" means, in relation to any asset, all or any

- (a) proceeds of sale of all or any part of that asset,
- (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset,
- (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award).

"Shares" means those shares listed in Schedule 4 (*Shares*)

12 Construction

- (a) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, varied, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

- (b) The provisions in clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed, except that references to the Facility Agreement shall be construed as references to this Deed

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 Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or to enjoy the benefit of any term of this Deed
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time

1.4 Disposition

The terms of the other Finance Documents and of any other agreement or instrument between the Parties are incorporated into each Finance Document to the extent required for any disposition or purported disposition of all or any part of any Real Property or any other relevant Charged Asset contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.5 Miscellaneous

A reference in this Deed to a Charge of any Real Property includes

- (a) all buildings and Fixtures on that property,
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property or any monies payable in respect of those covenants, and
- (c) all Related Rights in respect of that property.

2 CONFIRMATION OF EXISTING SECURITY

Each Chargor confirms that

- (a) each of the Existing Transaction Security Documents remains in full force and effect and shall secure all of the Liabilities notwithstanding the imposition of any amended, additional or more onerous obligations under the Finance Documents as a result of the amendments thereto pursuant to the 2013 Amendment and Restatement Agreement and the 2013 Intercreditor Amendment and Restatement Agreement, and
- (b) for the avoidance of doubt, and further to Clause 5.3 (*Ranking*), the Security created pursuant to this Deed ranks behind the Security created pursuant to the Existing Transaction Security Documents, to the extent that the latter remains in full force and effect

3. UNDERTAKING TO PAY

3.1 Payment of Liabilities

Each Chargor shall pay each of its Liabilities when due in accordance with its terms or, if they do not specify a time for payment, immediately on demand by the Security Trustee.

3.2 Proportionate payment

Each sum appropriated by the Security Trustee in accordance with the Finance Documents in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Liabilities to any Finance Party to which the same is owed, and to the Security Trustee

4 FIXED CHARGES

Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties)

- (a) by way of legal mortgage, all Real Property in England and Wales (including that described in Schedule 3 (*Real Property*));
- (b) by way of fixed equitable charge, all other Real Property owned by it on the date of this Deed, all Real Property acquired by it after the date of this Deed and, to the extent not validly and effectively mortgaged under paragraph (a) above, all Real Property in England and Wales owned by it on the date of this Deed, and
- (c) by way of fixed charge, all its present and future
 - (i) Book Debts,
 - (ii) Bank Accounts,
 - (iii) Investments (including the Shares),
 - (iv) uncalled capital and goodwill,
 - (v) Intellectual Property,
 - (vi) plant and machinery (except that mortgaged or charged by paragraphs (a) and (b) of this Clause 4) and Related Rights,
 - (vii) rights, title and interest under any General Contract except those assigned pursuant to Clause 6 (*Assignment*),
 - (viii) benefit of all present and future Authorisations held in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of this Clause 4 and the right to recover and receive all compensation which may be payable in respect of them,
 - (ix) future easements and other rights at any time vested in, or conferred on, each Chargor in connection with or otherwise for the benefit of the Charged Assets,
 - (x) (to the extent that they are not subject to an effective assignment under Clause 6 (*Assignment*)) Insurances,
 - (xi) (to the extent that they are not subject to an effective assignment under Clause 6 (*Assignment*)) all rights, title and interest under each Hedging Agreement, and
 - (xii) (to the extent that they are not subject to an effective assignment under Clause 6 (*Assignment*)) all rights, title and interest under each Permitted Development

Document and any other agreement relating to the development and refurbishment of Real Property

5 FLOATING CHARGE

5.1 Creation

Each Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 4 (*Fixed Charges*) or assigned by Clause 6 (*Assignment*))

5.2 Qualifying Floating Charge

- (a) The floating Charge created by each Chargor pursuant to Clause 5.1 (*Creation*) above is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Deed and the Security Trustee may appoint an Administrator of any Chargor pursuant to that paragraph

5.3 Ranking

- (a) The Security created pursuant to this Deed ranks behind the Security created pursuant to the Existing Transaction Security Documents, to the extent that the latter remains in full force and effect
- (b) The floating Charge created by any Chargor pursuant to Clause 5.1 (*Creation*) ranks:
 - (i) behind all the fixed Charges created by that Chargor, but
 - (ii) subject to paragraph (a) above, in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*)

5.4 Conversion by notice

The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice in writing to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically).

- (a) if it reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Event of Default is continuing.

5.5 Automatic conversion

If

- (a) any Chargor takes any step to create any Security in breach of Clause 7.1 (*Security*) over any of the Charged Assets not subject to a fixed Charge, or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

6. ASSIGNMENT

6.1 Assignment

Only to the extent not effectively assigned under the Existing Transaction Security Documents, each Chargor, with full title guarantee, hereby assigns absolutely to the Security Trustee all its present and future

- (a) right, title and interest in and to the Assigned Contracts,
- (b) right, title and interest in and to all Insurances, and
- (c) rights in relation to its Real Property (except those charged by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*)), including all rights against all past, present and future undertenants of its Real Property and their respective guarantors and sureties

6.2 Chargor Still Liable

Each Chargor shall remain liable to perform all its obligations under each of the Charged Assets secured pursuant to Clauses 6.1 (*Assignment*) above. Neither the Security Trustee nor any Receiver or Delegate shall be under any obligation or liability to a Chargor or any other person under or in respect thereof.

7. RESTRICTIONS AND FURTHER ASSURANCE

7.1 Security

No Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 23.13 (*Negative pledge*) of the Facility Agreement, except as permitted by that clause.

7.2 Disposal

No Chargor shall (nor shall any Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 23.14 (*Disposals*) of the Facility Agreement.

7.3 Further assurance

Each Chargor shall promptly do whatever the Security Trustee reasonably requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction.

7.4 Consents

Other than in relation to the Office Tenancies, to the extent that any consents are required in relation to the granting of Security over any of the Charged Assets, each Chargor shall use all reasonable endeavours to obtain as soon as possible the relevant consent(s). Prior to such consent(s) being obtained the Charges for which a consent is required shall not take effect. Upon obtaining such consent, the relevant Chargor shall immediately deliver a copy of such consent to the Security Trustee, and such Charge shall automatically come into effect.

7.5 Ancillary Facilities

It is acknowledged that in respect of the Ancillary Facilities there are guarantee, netting and set-off arrangements entered into by each Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group and that such arrangements are permitted under clause 23.13 (*Negative pledge*) of the Facility Agreement.

8. REAL PROPERTY

8.1 Acquisition

Each Chargor shall promptly notify the Security Trustee of its acquisition of, or agreement to acquire, any Real Property.

8.2 Documents

- (a) Each Chargor shall deposit with the Security Trustee, and the Security Trustee shall be entitled to hold, all title deeds and documents relating to that Chargor's present and future Real Property.
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges.

8.3 Existing Real Property

In the case of a Chargor's existing Real Property in England and Wales, that Chargor shall

- (a) promptly apply to the Land Registry for the first registration of that Real Property (where that Real Property is not already registered but which is required to be registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property,
- (b) promptly apply to the Land Registry to register the Security created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*),
- (c) promptly apply to the Land Registry requesting
 - (i) a restriction in the form specified by the Security Trustee, and
 - (ii) the obligation to make further advances,

to be entered on the register of the title to that Real Property in respect of the Security created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*),

- (d) promptly deal with any requisitions by the Land Registry relating to that Real Property and keep the Security Trustee informed as to the progress of any such application for registration, the nature of any such requisitions and its response;
- (e) promptly ensure the registration of particulars of the Security created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*) at the Companies Registration Office in England and Wales under Section 859A of the Companies Act 2006, and
- (f) promptly pay all appropriate registration fees,

or, if the Security Trustee gives notice to that Chargor that the Security Trustee will submit the relevant forms to the Land Registry and the Companies Registration Office in England and Wales, that Chargor shall promptly provide the Security Trustee with all duly completed forms reasonably requested by the Security Trustee and all appropriate registration fees

8.4 Future Real Property

In the case of a Chargor's future Real Property in England and Wales, that Chargor shall

- (a) promptly apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered but which is required to be registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property,
- (b) promptly upon request by the Security Trustee, execute and deliver to the Security Trustee a Mortgage of that Real Property as security for the Liabilities,
- (c) promptly ensure the registration of particulars of the Security created by paragraph (b) of Clause 4 (*Fixed Charges*) and any Mortgage executed pursuant to paragraph (b) above at the Companies Registration Office in England and Wales under Section 859A of the Companies Act 2006,
- (d) promptly apply to the Land Registry to register the Security created by paragraph (b) of Clause 4 (*Fixed Charges*) and any Mortgage executed pursuant to paragraph (b) above,
- (e) promptly apply to the Land Registry requesting
 - (i) a restriction in the form specified by the Security Trustee, and
 - (ii) the obligation to make further advances,

to be entered on the register of the title to that Real Property in respect of the Security created by paragraph (b) of Clause 4 (*Fixed Charges*) and any Mortgage executed pursuant to paragraph (b) above,

- (f) promptly deal with any requisitions by the Land Registry relating to that Real Property and keep the Security Trustee informed as to the progress of any such application for registration, the nature of any such requisitions and its response, and
- (g) promptly pay all appropriate registration fees,

or, if the Security Trustee gives notice to that Chargor that the Security Trustee will submit the relevant forms to the Land Registry and the Companies Registration Office in England and Wales, that Chargor shall promptly provide the Security Trustee with all duly completed forms reasonably requested by the Security Trustee and all appropriate registration fees

8.5 Unregistered Real Property

In the case of a Chargor's Real Property in England and Wales, both present and future, which is not registered at the Land Registry and is not required by law or this Deed to be so registered, if the title deeds and documents are not deposited with the Security Trustee, that Chargor shall promptly apply to the Land Charges Registry to register

- (a) in respect of all such Real Property owned by it on the date of this Deed, this Deed and the Security created by paragraphs (a) and (b) of Clause 4 (*Fixed Charges*), and
- (b) in respect of all such Real Property acquired by it after the date of this Deed, this Deed, the Security created by (b) of Clause 4 (*Fixed Charges*) and any Mortgage executed pursuant to paragraph (b) of Clause 8.4 (*Future Real Property*)

8.6 Title Information Document

On completion of the registration of any Charge pursuant to this Clause 8, the relevant Chargor shall promptly supply to the Security Trustee a certified copy of the relevant Title Information Document issued by the Land Registry.

8.7 Compliance with obligations

Each Chargor shall comply in all material respects with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property

8.8 Leases

Each Chargor shall

- (a) comply in all material respects with all obligations imposed on it, and enforce the due observance and performance of all material obligations of all other persons of which it has the benefit, under any lease of Real Property,
- (b) not (without the prior written consent of the Security Trustee which is not to be unreasonably withheld or delayed) exercise any power to determine or extend, or accept the surrender of, any lease of Real Property of which it is the lessor, and
- (c) not (without the prior written consent of the Security Trustee which is not to be unreasonably withheld or delayed) exercise any of the powers of leasing or agreeing to lease any Real Property vested in or conferred on mortgagors by the general law.

8.9 Notices

- (a) Each Chargor (upon request) shall produce to the Security Trustee within 7 days of receipt by it a copy of every material communication made in connection with any of its Real Property and comply with the reasonable instructions of the Security Trustee in relation to any such communication
- (b) To the extent that any notices are required for the granting of Security over any Real Property each Chargor shall use all reasonable endeavours to give as soon as possible the relevant notice(s) and use reasonable endeavours to procure that the recipient of each notice promptly signs and returns the relevant form of acknowledgement to Linklaters LLP as solicitors to the

Agent as to English law. If a registration fee is required by the appropriate recipient of the notice then the relevant Chargor shall provide a cheque for such amount within a reasonable time.

8.10 Notice of Assignment of Real Property

Each Chargor shall, on request of the Security Trustee, give such notice of the assignments in paragraph (c) of Clause 6.1 (*Assignment*) as the Security Trustee requires and shall use its reasonable endeavours to procure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement.

9. BOOK DEBTS

9.1 Collection

Each Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Finance Parties.

9.2 Payment into designated Bank Account(s)

Each Chargor shall immediately pay all moneys received or receivable by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Security Trustee, the relevant Bank Account(s)). The Security Trustee may designate different Bank Accounts for different moneys.

9.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to Clauses 7.1 (*Security*), 7.2 (*Disposal*) and 7.3 (*Further assurance*)

- (a) except for the Charges, no Chargor shall create or permit to subsist any Security over, nor do anything else prohibited by paragraph (b) of clause 23.13 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Book Debts, except as permitted by that clause, and
- (b) except as required by Clause 7.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts.

9.4 Documents

- (a) Each Chargor shall promptly execute and/or deliver to the Security Trustee such documents relating to such of its Book Debts as the Security Trustee requires.
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges.

10. BANK ACCOUNTS

10.1 Restriction on Bank Accounts

No Chargor shall have any Bank Accounts other than those Bank Accounts specified in Schedule 5 (*Bank accounts*) and those designated from time to time by the Security Trustee in writing to a Chargor

10.2 Withdrawals from Bank Accounts

No Chargor shall make any withdrawal from any Bank Account except

- (a) with the prior consent of the Security Trustee, or
- (b) (until the Security Trustee gives notice in writing to the contrary following the occurrence of an Event of Default which is continuing) in the ordinary course of business from any operating or current Bank Account

If an amount is withdrawn from a Bank Account as permitted by this Clause 10.2, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

10.3 Restrictions on dealing with Bank Accounts

Without prejudice and in addition to Clauses 7.1 (*Security*), 7.2 (*Disposal*) and 7.3 (*Further assurance*)

- (a) except for the Charges, the Chargors shall not create or have outstanding any Security over, nor do anything else prohibited by paragraph (b) of clause 23.13 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts, except as permitted by that clause, and
- (b) except as required by Clause 7.3 (*Further assurance*), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts.

10.4 Documents

- (a) Each Chargor shall promptly execute and/or deliver to the Security Trustee such documents relating to such of its Bank Accounts as the Security Trustee requires, including any notice to the relevant bank or financial institution of the Charges over them.
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges

11 INVESTMENTS

11.1 Acquisition

Each Chargor shall promptly notify the Security Trustee of its acquisition of, or agreement to acquire:

- (a) any Investments which constitute shares, stock or any other equivalent ownership interest in any person, and
- (b) any other Investment with an aggregate value or for an aggregate consideration of over £500,000 or the equivalent in another currency

11.2 Documents

(a) Each Chargor shall

- (i) deposit with the Security Trustee, or as it directs, all certificates representing its Shares,
- (ii) execute and/or deliver to the Security Trustee such other documents relating to its Shares, including transfers of Shares executed in blank, as the Security Trustee requires,
- (iii) deposit, execute and/or deliver such other documents relating to its Shares or Investments as the Security Trustee may from time to time reasonably request, and
- (iv) promptly execute and/or deliver to the Security Trustee a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment or Shares, as the Security Trustee reasonably requires.

- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges.

11.3 Voting before enforcement

Subject to Clause 11.4 (*Voting after enforcement*), each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that

- (a) it does so for a purpose not inconsistent with any Finance Document, and
- (b) the exercise of or failure to exercise those rights would not prejudice the interests of any Finance Party under any Finance Document in any material respect

11.4 Voting after enforcement

At any time while an Event of Default is continuing

- (a) the Security Trustee or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit, and

- (b) each Chargor shall comply or procure the compliance with any directions of the Security Trustee or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Trustee or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

11.5 Power of attorney

If any Investment or any Shares of a Chargor is not held in that Chargor's name, that Chargor shall promptly deliver to the Security Trustee an irrevocable power of attorney, expressed to be given by way of security and executed as a deed by the person in whose name that Investment or those Shares are held. That power of attorney shall appoint the Security Trustee, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Trustee reasonably requires.

12 INTELLECTUAL PROPERTY

12.1 Acquisition

Each Chargor shall promptly notify the Security Trustee of its becoming the legal and/or beneficial owner of or of its acquisition of, or agreement to acquire, (by licence or otherwise) any Intellectual Property, and any application by it or on its behalf to register any Intellectual Property.

12.2 Documents

- (a) Each Chargor shall promptly on a written request by the Security Trustee execute and/or deliver to the Security Trustee such documents relating to its Intellectual Property as the Security Trustee reasonably requires.
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges.

12.3 Grant

Without prejudice to Clause 7.2 (*Disposal*), the Chargors shall not grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future Intellectual Property.

13 INSURANCE

13.1 Documents

- (a) Each Chargor shall promptly and, in respect of its Insurances in force as at the date of this Deed, within 60 days of the date of this Deed
 - (i) execute and/or deliver to the Security Trustee a copy of such insurance policies effected by it and the related premium receipts, and of such other documents relating to the Insurances, as the Security Trustee requires, and

- (ii) use all reasonable endeavours to procure that the fixed Charges over its Insurances are noted on the relevant policies
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges
- 13.2 Maintenance**

Each Chargor shall maintain such Insurances in respect of its Charged Assets in accordance with clause 23.23 (*Insurance*) of the Facility Agreement
- 13.3 Enforceability**

No Chargor shall do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable
- 13.4 Lender may insure**

If any Chargor fails on reasonable notice to produce copies of insurance policies, premium receipts or such other evidence as the Security Trustee requires which prove to the satisfaction of the Security Trustee (acting reasonably) that that Chargor is complying with Clause 13.2 (*Maintenance*), the Security Trustee may (at that Chargor's expense) arrange such insurances of the assets of that Chargor or any of them as it thinks fit.
- 13.5 Notice of Assignment**

Each Chargor shall promptly, and in respect of its Insurances in force as at the date of this Deed, within 60 days of the date of this Deed, give notice of the assignments in paragraph (b) of Clause 6.1 (*Assignment*) substantially in the form set out in Schedule 6 (*Form of Notice of Assignment of Insurances*) (or in such other form as is acceptable to the Security Trustee and Parent) and shall use its reasonable endeavours to ensure that each recipient of any notice promptly signs and returns the relevant form of acknowledgement
- 14 GENERAL UNDERTAKINGS**
- 14.1 Protection of assets**

Each Chargor shall keep or cause to be kept all its Charged Assets in good working order and condition, ordinary wear and tear excepted
- 14.2 Access**

Each Chargor shall ensure that representatives of the Security Trustee (with or without surveyors, workmen and others) are able at all reasonable times and on reasonable notice to view the condition of any of its Charged Assets
- 14.3 No fixing**

From the date of this Deed, no Chargor shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset
- 14.4 No other prejudicial conduct**

No Chargor shall do, or permit to be done, anything which could prejudice the Charges

15. ASSIGNED CONTRACTS AND HEDGING AGREEMENTS

15.1 Documents

- (a) Each Chargor shall promptly following a request by the Security Trustee (acting reasonably), deliver to the Security Trustee executed originals of all Assigned Contracts and Hedging Agreements as now in effect and as requested by the Security Trustee and shall promptly deliver such other documents relating to the Assigned Contracts and Hedging Agreements as the Security Trustee reasonably requires in connection with the assignment
- (b) The requirement for delivery of the documents referred to in paragraph (a) above shall be deemed satisfied by the delivery of the same documents to the Security Trustee under the Existing Transaction Security Documents, provided that the delivery of such documents under the Existing Transaction Security Documents will allow for the effective enforcement of the Charges

15.2 No variation etc

Subject to any provision to the contrary in any Finance Document, no Chargor shall.

- (i) amend, vary or waive (or agree to amend, vary or waive) any provision of any Assigned Contract or exercise any right to rescind, cancel or terminate any Assigned Contract or release any counterparty from any obligations under any Assigned Contract in any way which could reasonably be expected to materially and adversely to affect the interests of the Lenders,
- (ii) waive any breach by any counterparty or consent to any act or omission which would otherwise constitute such a breach in any way which could reasonably be expected to materially and adversely to affect the interests of the Lenders, or
- (iii) novate, transfer or assign any of its rights under any Assigned Contract.

15.3 Breach

Each Chargor shall notify the Security Trustee of any breach of or default under an Assigned Contract by it or any other party and any right of it or any other party arising to terminate or rescind an Assigned Contract promptly on becoming aware of the same which would in each case have a Material Adverse Effect.

15.4 Performance of Obligations

Each Chargor shall perform all its obligations under each Assigned Contract in all material respects.

15.5 Information

Each Chargor shall promptly provide the Security Trustee with any Information it reasonably requires in relation to any Assigned Contract

16 REPRESENTATIONS AND WARRANTIES

Each Chargor

- (a) makes the representations and warranties specified in paragraph (a) of clause 20.32 (*Times when representations made*) of the Facility Agreement to the Security Trustee on the date of this Deed, and
- (b) represents and warrants to the Security Trustee that the assets listed in Schedule 4 (*Shares*) to Schedule 5 (*Bank accounts*) in respect of that Chargor are all of the relevant class of assets in which it has an interest

17. ENFORCEMENT

17.1 When enforceable

As between the Chargors and the Security Trustee the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Event of Default is continuing

17.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed

17.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed

18. APPOINTMENT AND RIGHTS OF RECEIVERS

18.1 Appointment of receivers

If

- (a) requested by any Chargor, or
- (b) any Event of Default is continuing (whether or not the Security Trustee has taken possession of the Charged Assets),

without any notice or further notice, the Security Trustee may, by deed, or otherwise in writing signed by any officer or manager of the Security Trustee or any person authorised for this purpose by the Security Trustee, appoint one or more persons to be a Receiver. The Security Trustee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Trustee appoints more than one person as Receiver, the Security Trustee may give those persons power to act either jointly or severally

18.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 2 (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets

18.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 18 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 2 (*Rights of Receivers*).

18.4 Agent of Chargor

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver

18.5 Remuneration

The Security Trustee may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver

19 SECURITY TRUSTEE'S RIGHTS

19.1 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by the Security Trustee, or to the extent permitted by law, an Administrator after the Charges become enforceable, whether or not the Security Trustee shall have taken possession or appointed a Receiver of the Charged Assets

19.2 Delegation

The Security Trustee may delegate in any manner to any person any rights exercisable by the Security Trustee under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Trustee thinks fit.

19.3 Financial collateral arrangement

To the extent that this Deed constitutes a "financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**")) the Security Trustee shall have the right

- (a) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Regulations ("**Financial Collateral**")), in which case the Security Trustee shall comply with the requirements of the Regulations as to obtaining "equivalent financial collateral" (as defined in the Regulations), and
- (b) (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Liabilities in accordance with the Regulations.

20 ORDER OF DISTRIBUTIONS

20.1 Application of proceeds

All amounts received or recovered by the Security Trustee or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority,

be applied in the order provided in clause 17.1 (*Order of application – Transaction Security Documents*) of the Intercreditor Agreement.

21. LIABILITY OF SECURITY TRUSTEE, RECEIVERS AND DELEGATES

21.1 Possession

If the Security Trustee, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession Without prejudice to Clause 21.2 (*Security Trustee's liability*), the Security Trustee shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor

21.2 Security Trustee's liability

Neither the Security Trustee nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Finance Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Trustee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Finance Documents except to the extent caused by its or his own gross negligence or wilful misconduct

22. POWER OF ATTORNEY

22.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Trustee, every Receiver and every Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit

- (a) to do anything which that Chargor is obliged to do (but has not done) under any Finance Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other Instruments, notices, orders and directions relating to, the Charged Assets); and
- (b) to exercise any of the rights conferred on the Security Trustee, any Receiver or any Delegate in relation to the Charged Assets or under any Finance Document, the LPA or the Insolvency Act

22.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 22.1 (*Appointment*)

23. PROTECTION OF THIRD PARTIES

23.1 No duty to enquire

No person dealing with the Security Trustee, any other Finance Party, any Receiver or any Delegate shall be concerned to enquire

- (a) whether the rights conferred by or pursuant to any Finance Document are exercisable,
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with,
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights, or
- (d) as to the application of any money borrowed or raised.

23.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Trustee, any other Finance Party, any Receiver or any Delegate

24. SAVING PROVISIONS

24.1 Continuing Security

Subject to Clause 25 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part

24.2 Reinstatement

If any payment by a Chargor or any discharge given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

24.3 Walver of defences

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any Finance Document (without limitation and whether or not known to it or any Finance Party) including

- (a) any time, walver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security,
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security,
- (g) any insolvency or similar proceedings, or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor or other person under any Finance Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order

24.4 Immediate recourse

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

24.5 Appropriations

Until all the Liabilities have been Irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, each Finance Party (or any trustee or agent on its behalf) may

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

24.6 Deferral of Chargors' rights

Until all the Liabilities have been Irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Security Trustee otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents

- (a) to be indemnified by an Obligor,
- (b) to claim any contribution from any other Chargor or any other guarantor of any Obligor's obligations under the Finance Documents, and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any guarantee or other security taken pursuant to, or in connection with, the Finance Documents by any Finance Party.

24.7 Additional Security

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Finance Party

24.8 Tacking

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

25. DISCHARGE OF SECURITY

25.1 Final redemption

Subject to Clause 25.2 (*Retention of security*), if the Security Trustee is satisfied that all the Liabilities have been Irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Security Trustee shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

25.2 Retention of security

If the Security Trustee considers that any amount paid or credited to any Finance Party under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

25.3 Consolidation

Section 93 of the LPA shall not apply to the Charges

26 ENFORCEMENT EXPENSES

26.1 Expenses

Each Chargor shall, within three Business Days of demand, pay to the Security Trustee the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Finance Party, any Receiver or any Delegate in relation to any Finance Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Security Trustee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Finance Document and/or any other document referred to in this Deed)

26.2 Value Added Tax

Clause 14.6 (*Value added tax*) of the Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Finance Document to any Receiver or Delegate

27. PAYMENTS

27.1 Demands

Any demand for payment made by any Finance Party shall be valid and effective even if it contains no statement of the relevant Liabilities or an inaccurate or incomplete statement of them

27.2 Payments

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Trustee may direct

27.3 Continuation of accounts

(a) At any time after:

- (i) the receipt by any Finance Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of any Chargor, or
- (ii) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Chargor,

any Finance Party may open a new account in the name of that Chargor with that Finance Party (whether or not it permits any existing account to continue) If that Finance Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Finance Document to which that Chargor is party.

- (b) For the avoidance of doubt, the Security Trustee confirms that the receipt by any Finance Party of notice of the Security created pursuant to this Deed shall not constitute receipt of notice for the purposes of any corresponding provision contained in any Existing Transaction Security Document.

27.4 Joint and several liability

The liability of each Chargor under this Deed shall be joint and several Each agreement and undertaking of any Chargor shall be construed accordingly.

28 RIGHTS, WAIVERS AND DETERMINATIONS

28.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Finance Document, the terms of that Finance Document shall prevail

28.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, Receiver or Delegate, any right or remedy under any Finance Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

28.3 Determinations

Any certification or determination by any Finance Party or any Receiver or Delegate under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

29. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by each Chargor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Finance Document

30. INDEMNITIES

30.1 Environmental Indemnity

Each Chargor shall indemnify each Finance Party against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by each Finance Party arising (directly or indirectly) out of or in connection with

- (a) any breach or potential breach of or liability (whether civil and/or criminal) under any Environmental Law,
- (b) any responsibility on the part of any Finance Party in respect of any clean-up, repair or other corrective action, or
- (c) the business or any Real Property of any Chargor

30.2 Indemnities separate

Each Indemnity in each Finance Document shall

- (a) constitute a separate and independent obligation from the other obligations in that or any other Finance Document,
- (b) give rise to a separate and independent cause of action,
- (c) apply irrespective of any indulgence granted by any Finance Party,
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or otherwise known to any Finance Party

31. COUNTERPARTS

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

32. GOVERNING LAW

This Deed, and any non-contractual obligations arising out of or in connection with it, is governed by English law

In witness whereof this Deed has been duly executed as a deed on the date stated at the beginning of this Deed

SCHEDULE 1
THE CHARGORS

Name of Chargor	Registration Number
Care Management Group (Acquisition) Limited	5867920
Care Management Group (UK) Limited	4582476
Care Management Group (Holdings) Limited	4582456
Care Management Group Limited	2992839
Care Management Group (Southern) Limited	4414448
Care Management Group (Cymru) Limited	3761455
CMG (Domiciliary Care Investments) Limited	2441624
Blocklin House Limited	1213132
CMG Holdco Limited	8698034
Your Care – Your Way Limited (formerly known as Community Home Care (Sussex) Limited)	4943245

SCHEDULE 2
RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 18 (*Appointment and Rights of Receivers*) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person

(a) Enter into possession

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Finance Party of any Book Debts or credit balance on any Bank Account,

(b) Carry on business

to manage and carry on any business of that Chargor,

(c) Contracts

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party,

(d) Deal with Charged Assets

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph (e) (*Hive down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred),

(e) Hive down

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto,

(f) Borrow money

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise),

(g) Covenants and guarantees

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them,

(h) Dealings with tenants

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph (e) (*Hive down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in

accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets),

(i) Rights of ownership

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets,

(j) Insurance, repairs, improvements etc.

to insure the Charged Assets, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets,

(k) Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets,

(l) Legal actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor,

(m) Redemption of Security

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets,

(n) Employees etc.

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor,

(o) Insolvency Act

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed, and

(p) Other powers

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Finance Document to which relevant Chargor is party, the LPA or the Insolvency Act

SCHEDULE 3
REAL PROPERTY
PART 1
FREEHOLD PROPERTIES

Chargor	Title Number	Property Address
Care Management Group Limited	SGL290513	Green Lane, 179 Green Lane, Morden, Surrey SM4 6SG
Care Management Group Limited	SGL299112	Croydon Road, 52 Croydon Road, Penge, London SE20 7AE
Care Management Group Limited	SY1711833 SGL86453	Florence Avenue, 43 Florence Avenue, Morden, Surrey SM4 6EX
Care Management Group Limited	SY684334	1 & 5 Fengate Road, Redhill, Surrey RH1 6AH
Care Management Group Limited	SGL159934	72 Croydon Road, Beddington, Surrey CR0 4PB
Care Management Group Limited	SY97597	9 Longdown Road, Epsom, Surrey KT17 3PT
Care Management Group Limited	MX191867 MX237954	64-66 Carlton Avenue, Kenton, Harrow, Middlesex HA3 8AY
Care Management Group Limited	SY209685	31/33 Egmont Road, Sutton, Surrey SM2 5RJ
Care Management Group Limited	ESX155087	Lewes Road, 35 Lewes Road, Eastbourne, East Sussex BN21 2BU
Care Management Group Limited	HP182266 HP124696	57/59 Bury Road, Gosport, Hampshire PO12 3UE
Care Management Group Limited	SGL572061	2 Warminster Road, South Norwood, London SE25 4DZ
Care Management Group Limited	SX47490	18 Hawthorn, Worthing, West Sussex BN14 9LU
Care Management Group Limited	SX137368	42 Twyford Gardens, Worthing, West Sussex BN13 2NT
Care Management Group Limited	ESX148185	The Ridge, 361 The Ridge, Hastings, East Sussex TN34 2RD
Care Management Group Limited	SY558560 SY743121	17 Heathcote Road, Epsom, Surrey KT18 5DX

Chargor	Title Number	Property Address
Care Management Group Limited	CYM240536	Ty Nyddfa House and Lodge Millbrook Road, Pontllanfraith, Blackwood, Gwent NP12 2AL
Care Management Group Limited	HD262253 HD9026	Yorkdale House, Bushey Hall Road, Bushey, Herts WD23 2EE
Care Management Group Limited	4226	Birdhurst Rise, 7 Birdhurst Road, South Croydon CR2 7EG
Care Management Group Limited	LN25572	Oakdale, 49 Oakdale Road, Streatham, London SW16 2HL
Care Management Group Limited	EGL202209	Victoria House, 62-64 George Lane, South Woodford, London E18 LN LL
Care Management Group Limited	EGL21176	Cleveland House, 1 Cleveland Road, South Woodford, London E18 2AN
Care Management Group Limited	SY56788	14 Avenue Road, South Norwood, London SE25 4EA
Care Management Group Limited	SX46939	16 Hawthorn, Worthing, West Sussex BN14 9LU
Care Management Group Limited	HP586256	32 Mays Lane, Stubbington PO14 2EW
Care Management Group Limited	HP619709	78 Stubbington Lane, Stubbington, Fareham PO14 2PE
Care Management Group Limited	HP70217	97 Old Street, Stubbington, Hampshire PO14 3HG
Care Management Group Limited	EX771353	Duvals, Meesons Lane, Grays, Essex RM17 5HR
Care Management Group (Southern) Limited	SX127874	4 Vallance Gardens, Hove, East Sussex BN3 2DD
Care Management Group (Southern) Limited	ESX108940	Walsingham Road, 72-74 Walsingham Road, Hove, East Sussex BN3 4FF
Care Management Group (Cymru) Limited	WA629395	Bluetts 2, Bluetts House, Bluetts Lane, Abersychan, Pontypool NP4 7AP
Care Management Group (Cymru)	WA81718	Colliers Cottage, Argoed, Nr

Chargor	Title Number	Property Address
Limited		Blackwood Gwent NP12 0HX
Care Management Group (Cymru) Limited	CYM220777	Land adjoining Colliers Cottage, Argoed, Nr Blackwood, Gwent NP12 0HX
Care Management Group (Cymru) Limited	WA251402	Cwm Hyfryd, 148 Severn Road, Pontllanfralth, Blackwood, Caerphilly NP12 2GA
Care Management Group (Cymru) Limited	WA915694 WA951014	Glencourt, 54 Hillside Park, Bargoed, Mid Glamorgan CF81 8NL
Care Management Group (Cymru) Limited	WA366499	Rogerstone House, 73 Risca Road, Rogerstone, Newport, South Wales NP10 9GD
Care Management Group (Cymru) Limited	WA719356	Kashiana Qamar, Troed Y Bryn, Penyrheol, Caerphilly, Mid Glamorgan CF83 1AP
Blocklin House Limited	ESX76067	283 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	ESX104766	287 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	SX103265	289 Dyke Road, Hove, East Sussex BN3 6PD
Blocklin House Limited	ESX216288	290 Dyke Road, Brighton, East Sussex BN1 5BA
Blocklin House Limited	SX125236	The Droveway, 3 The Droveway, Hove, East Sussex BN3 6LF
Blocklin House Limited	ESX186125	100 Goldstone Crescent, Hove, East Sussex BN3 6BE
Blocklin House Limited	ESX81936	Brelade Day Centre, 22 Carden Avenue, Brighton BN1 8NA
Care Management Group Limited	HP158973	16 Kings Road, Lee-on-the-Solent, Hampshire, PO13 9NU
Care Management Group Limited	HP542719	231 Brook Lane, Salisbury Green, Hampshire, SO31 7DS
Care Management Group Limited	SX110922	51 Rutland Gardens, Hove, East Sussex, BN3 5PD

Chargor	Title Number	Property Address
Care Management Group Limited	SX108917	53 Rutland Gardens, Hove, East Sussex, BN3 5PD
Care Management Group Limited	SGL116319	53 West Park, Mottingham, SE9 4RZ
Care Management Group Limited	MX433575	93 South Hill Avenue, Harrow on the Hill, HA1 3NZ
Care Management Group Limited	EGL61660	36 The Ridgeway, Romford, Essex, RM3 0DT
Care Management Group Limited	SY642556	Hillview, Church Hill, Merstham, Surrey, RH1 3BL
Care Management Group Limited	HP260142	26 Chetwynd Road, Portsmouth, Hampshire, PO4 0NB
Care Management Group Limited	SY494197	253 Bales Court, Barrington Road, Dorking, Surrey, RH4 3EJ
Care Management Group Limited	SY494197	Tuscany House, 21a Horsham Road, Dorking, Surrey, RH4 3EJ
Care Management Group Limited	MX374636	623 Uxbridge Road, Hayes, Middlesex, UB4 8HR
Care Management Group Limited	EX771353	Honeywood, Hendry De Grey Close, Meesons Lane, Grays, Essex, RM17 5GH
Care Management Group Limited	WA150066	Trebanos, The Drive, Graig Road, Pontardawe, SA8 4BB
Care Management Group Limited	WA148718	Roselea, 9 Brecon Road, Pontardawe, SA8 4PA
Care Management Group Limited	WA338167	Applebrook, 16 Orchard Street, Pontardawe, SA8 4ER
Care Management Group Limited	WA234805	Llwyndu Villa, Ynysmond Road, Glais, Swansea, SA7 9JA
Care Management Group Limited	WA159512	Parkhouse, 46 Bethel Road, Llansamlet, Swansea, SA7 9QP
Care Management Group Limited	CYM306326	Ty Newydd, John Street, Hirwaun, Aberdare, CF44 9TB
Care Management Group Limited	WA97553	St Helens, 33 Stow Park Circle, Newport, NP20 4HF

SCHEDULE 4

SHARES

Chargor	Shares
Care Management Group (UK) Limited (Registered No. 4582476)	134 ordinary shares of £1 each in Care Management Group (Holdings) Limited (Registered No 4582456)
Care Management Group (UK) Limited (Registered No 4582476)	1 ordinary share of £1 in Care Management Group Trustees Limited (Registered No. 4844768)
Care Management Group (Holdings) Limited (Registered No 4582456)	400,000 ordinary shares of £1 each in Care Management Group Limited (Registered No. 2992839)
Care Management Group Limited (Registered No 2992839)	1,000 ordinary shares of £1 each in Care Management Group (Southern) Limited (Registered No 4414448)
Care Management Group Limited (Registered No 2992839)	100 ordinary shares of £1 each in Wherewelve Limited (Registered No 4153701)
Care Management Group Limited (Registered No 2992839)	1,000 ordinary shares of £1 each in CMG Homes Limited (Registered No. 3519503)
Care Management Group Limited (Registered No. 2992839)	100 ordinary A shares of £0 50 each and 100 ordinary B shares of £0 50 each in Care Management Group (Cymru) Limited (Registered No 3761455)
Care Management Group Limited (Registered No 2992839)	500 ordinary shares of £1 each in CMG (Domiciliary Care Investments) Limited (Registered No. 2441624)
Care Management Group Limited (Registered No 2992839)	2 ordinary shares of £1 each in Solent Residential Homes Limited (Registered No. 3823202)
Care Management Group Limited (Registered No. 2992839)	3 ordinary shares of £1 each in Victoria House (UK) Limited (Registered No 3280172)
Care Management Group Limited (Registered No. 2992839)	100 ordinary shares of £1 each in Wherewelve Care Group Limited (Registered No. 4320137)
CMG (Domiciliary Care Investments) Limited (Registered No 2441624)	500 ordinary shares of £1 each in Blocklin House Limited (Registered No 1213132)
Care Management Group (Acquisition) Limited	17,215 deferred shares of £0.10 each; 44,375 Ordinary A shares of £0 10 each,

Chargor	Shares
	18,846 Ordinary B shares of £0.10 each, 6,924 Ordinary C shares of £0.10 each, and 1,154 Ordinary D shares of £0.10 each, in each case in Care Management Group (UK) Limited (Registered No. 04582476)
Care Management Group Limited	100 Ordinary shares of £1 each in Pathways (Trebanos) Limited (Registered No. 03107569)
CMG Holdco Limited	61,473,765 Ordinary shares of £1 in Care Management Group (Acquisition) Limited (Registered No. 5867920)
Care Management Group Limited	2 Ordinary shares of £1 each in Belgravia Nursing and Care Bureau Limited (Registered No. 03375345)
CMG (Domiciliary Care Investments) Limited	1,000 Ordinary shares of £1 each in Your Care – Your Way Limited (Registered No. 04943245)
CMG (Domiciliary Care Investments) Limited	100 Ordinary shares of £1 each in Care & Company Limited (Registered No. 04440261)

SCHEDULE 5
BANK ACCOUNTS

NAME OF COMPANY	SORT CODE	ACCOUNT NUMBER
CARE MANAGEMENT GROUP LIMITED*	[REDACTED]	[REDACTED]
CARE MANAGEMENT GROUP LIMITED - Benefits Account	[REDACTED]	[REDACTED]
CARE MANAGEMENT GROUP LIMITED - Corporate Cash Management	[REDACTED]	[REDACTED]
CMG HOMES LIMITED	[REDACTED]	[REDACTED]

NOTE Those accounts marked * are in the net record arrangement

SCHEDULE 6

FORM OF NOTICE OF ASSIGNMENT OF INSURANCES

To [The Insurers]

[Date]

Address

Commerzbank AG, Filiale Luxemburg (the **Security Trustee**) and [] (the **"Company"**) give notice that by an assignment contained in a Fixed and Floating Security Document dated [] 2013 between, amongst others, the Company as Chargor and the Security Trustee, the Company assigned to the Security Trustee (subject to a provision for re-assignment) all its present and future right, title and interest in and to the insurances, details of which are set out in the attached schedule (the **"Insurances"**)

1. Insurances Other Than Third Party Insurance

All moneys payable by you to the Company in respect of the Insurances other than third party Insurances shall be paid into Account No [] entitled [] with [] as directed by the Company, unless and until you receive written notice from the Security Trustee to the contrary, in which event you should make all future payments as then directed by the Security Trustee.

2 Third Party Liability Insurance

Subject to any applicable legislation and despite the assignments referred to above, all sums in respect of any claim under any third party Insurance by an insured party shall be paid:

- 2.1** directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made or
- 2.2** (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is the Company, in which case such sums shall be paid as directed by the Security Trustee

3 Irrevocable Authority

This authority and instruction is irrevocable without the prior written consent of the Security Trustee.

Please acknowledge receipt of this Notice of Assignment, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this Notice of Assignment, by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Security Trustee at 6a, route de Trèves L-2633 Luxembourg – Senningerberg, marked for the attention of Loans Administration

For and on behalf of
Commerzbank AG, Filiale Luxemburg as
Security Trustee

.....
For and on behalf of [] as Company

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or notice that any other person claims any rights in respect of the Insurances [except, for the avoidance of doubt, the notice of assignment dated [] provided in connection with the fixed and floating security document dated [] between, among others, the Company and the Security Trustee]¹

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

Date

¹ Insert/delete as applicable

SCHEDULE

1. Travelers property/business interruption and money policy. Policy number UC PMH 3936734
2. Mitsui combined employers and public and medical malpractice liability policy Policy numbers CBMJPL13AA, CBMJPL13AB and CBMJPL13AC
3. Groupama motor fleet policy Policy number CMFC0127270.
4. Allianz engineering inspection policy. Policy number 61/NV/15130335/8.
5. Ace personal accident and business travel policy. Policy number UKBBEO05969113
6. Chubb directors and officers liability policy. Policy number UKDA0016522.

Note – the Insurance policies listed at 1 – 6 are in the names of inter alia, all the Chargors

SCHEDULE 7
FORM OF LEGAL MORTGAGE

MORTGAGE

dated [_____]

created by

[NAME OF COMPANY]
(Registered No. [_____])

as the Chargor

in favour of

COMMERZBANK AG, FILIALE LUXEMBURG
acting as Security Trustee

THIS DEED is dated [] and made between

- (1) [] (the "Chargor"), and
- (2) COMMERZBANK AG, FILIALE LUXEMBURG (the "Security Trustee"), as Security Trustee for the Finance Parties)

Background

- (A) Pursuant to the Fixed and Floating Security Document the Chargor charged by way of legal mortgage, charged by way of fixed charges and assigned certain of its assets as security for the Liabilities.
- (B) In accordance with the terms of the Facility Agreement, the Chargor has acquired a further property and the Chargor has agreed to enter into this Deed
- (C) The Security Trustee and the Chargor intend this document to take effect as a deed (even though the Security Trustee only executes it under hand)
- (D) The Security Trustee holds the benefit of this Deed on trust for the Finance Parties on the terms of the Finance Documents.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Fixed and Floating Security Document have the same meaning and construction and

"Fixed and Floating Security Document" means the supplemental fixed and floating security document dated [] 2013 between amongst others [*name of Chargor*] as the Chargor in favour of Commerzbank AG, Filiale Luxemburg acting as Security Trustee

"Mortgaged Property" means the Real Property specified in Schedule 3 (*Real Property*).

1.2 Construction

The provisions in clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed with all necessary changes

1.3 Third Party Rights

A person who is not a 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 Deed

1.4 Incorporation of provisions

Clauses 7.3 (*Further assurance*), 17 (*Enforcement*), 18 (*Appointment and Rights of Receivers*), 22 (*Power of Attorney*), 24 (*Saving Provisions*), 25 (*Discharge of Security*) and 32 (*Governing Law*) of the Fixed and Floating Security Document are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, and all references to the Fixed and Floating Security Document in those Clauses are deemed as references to this Deed.

1.5 Supplemental

This Deed is supplemental to the Fixed and Floating Security Document.

2. FIXED CHARGES

2.1 Fixed charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of It or any other Chargor under the Fixed and Floating Security Document), charges in favour of the Security Trustee (as trustee for the Finance Parties) by way of legal mortgage, the Mortgaged Property

2.2 Confirmation

The Chargor confirms that as security for the payment of all Liabilities (whether of It or any other Chargor under the Fixed and Floating Security Document)

- (a) it has charged by way of fixed charge the assets relating to the Mortgaged Property specified in paragraph (b) of Clause 4 (*Fixed Charges*) of the Fixed and Floating Security Document, and
- (b) it has assigned, insofar as is applicable pursuant to Clause 6 (*Assignment*) of the Fixed and Floating Security Document, to the Security Trustee the assets relating to the Mortgaged Property referred to in Clause 6 (*Assignment*) of the Fixed and Floating Security Document

2.3 Miscellaneous

A reference in this Deed to a Charge of any Real Property includes

- (a) all buildings and Fixtures on that property,
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies payable in respect of those covenants, and
- (c) all Related Rights in respect of that property

3. FURTHER ASSURANCE

In the case of the Real Property charged pursuant to this Mortgage, the Chargor shall

- (a) promptly apply to the Land Registry to register the Security created pursuant to this Mortgage;
- (b) promptly apply to the Land Registry requesting
 - (i) a restriction in the form specified by the Security Trustee, and
 - (ii) the obligation to make further advances,to be entered on the register of the title to the Real Estate in respect of the Security created pursuant to this Mortgage;

- (c) promptly deal with any requisitions by the Land Registry relating to the Real Property charged pursuant to this Mortgage and to keep the Security Trustee informed as to the progress of any such application for registration, the nature of any requisitions and its response,
- (d) promptly ensure the registration of particulars of this Mortgage at the Companies Registration Office in England and Wales under Section 859A of the Companies Act 2006, and
- (e) promptly pay all appropriate registration fees,

or, if the Security Trustee gives notice to the Chargor that the Security Trustee will submit the relevant forms to the Land Registry and the Companies Registration Office in England and Wales, the Chargor shall promptly provide the Security Trustee with all duly completed forms reasonably requested by the Security Trustee and all appropriate registration fees

4 COUNTERPARTS

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

5. GOVERNING LAW

This Deed, and any non-contractual obligations arising out of or in connection with it, is governed by English law

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SIGNATURE PAGE FOR THE SUPPLEMENTAL FIXED AND FLOATING SECURITY DOCUMENT

The Chargors

**SIGNED as a DEED by CARE MANAGEMENT
GROUP (ACQUISITION) LIMITED acting by a
Director in the presence of a Witness**

Director

In the presence of

Name of Witness

Harinder Singh

Address of Witness.

Occupation of Witness:

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention: Group Finance Director

**SIGNED as a DEED by CARE MANAGEMENT
GROUP (UK) LIMITED acting by a Director in the
presence of a Witness**

Director

[REDACTED]

In the presence of

[REDACTED]

Name of Witness **HARINDER SINGH**

Address of Witness.

[REDACTED]

Occupation of Witness

[REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention Group Finance Director

**SIGNED as a DEED by CARE MANAGEMENT
GROUP (HOLDINGS) LIMITED acting by a Director
in the presence of a Witness**

Director

[REDACTED]

In the presence of

[REDACTED]

Name of Witness **HARINDER SINGH**

Address of Witness [REDACTED]

Occupation of Witness [REDACTED]

Address: The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention Group Finance Director

**SIGNED as a DEED by CARE MANAGEMENT
GROUP LIMITED acting by a Director in the
presence of a Witness**

Director

[REDACTED]

In the presence of

[REDACTED]

Name of Witness. HARINDER SINGH

Address of Witness:

[REDACTED]

Occupation of Witness.

[REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention. Group Finance Director

**SIGNED as a DEED by CARE MANAGEMENT
GROUP (SOUTHERN) LIMITED acting by a
Director in the presence of a Witness**

Director

.. [REDACTED] ...

In the presence of

.. [REDACTED] ..

Name of Witness HARINDER SINGH

Address of Witness

[REDACTED]

Occupation of Witness

[REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No. (+44) (0) 1372 364 001

Attention Group Finance Director

**SIGNED as a DEED by CARE MANAGEMENT
GROUP (CYMRU) LIMITED acting by a Director in
the presence of a Witness**

Director

[REDACTED]

In the presence of

[REDACTED]

Name of Witness' HARINDER SINGH

Address of Witness [REDACTED]

Occupation of Witness [REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention. Group Finance Director

**SIGNED as a DEED by CMG (DOMICILIARY
CARE INVESTMENTS) LIMITED acting by a
Director in the presence of a Witness**

Director

.....
[REDACTED]

In the presence of

... [REDACTED] ...

Name of Witness HARINDER SINGH

Address of Witness [REDACTED]

Occupation of Witness [REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention Group Finance Director

**SIGNED as a DEED by BLOCKLIN HOUSE
LIMITED acting by a Director in the presence of a
Witness**

Director

[REDACTED]

In the presence of

[REDACTED]

Name of Witness. HARINDER SINGH

Address of Witness

[REDACTED]

Occupation of Witness

[REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention Group Finance Director

SIGNED as a DEED by CMG HOLDCO LIMITED
acting by a Director in the presence of a Witness

Director

.. [REDACTED]

In the presence of

[REDACTED]

Name of Witness: HARINDER SINGH

Address of Witness: [REDACTED]

Occupation of Witness: [REDACTED]

Address: The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No: (+44) (0) 1372 364 001

Attention: Group Finance Director

SIGNED as a DEED by YOUR CARE – YOUR WAY
LIMITED (FORMERLY KNOWN AS COMMUNITY
HOME CARE (SUSSEX) LIMITED) acting by a
Director in the presence of a Witness

Director

.. [REDACTED]

In the presence of

.. [REDACTED]

Name of Witness HARINDER SINGH

Address of Witness

[REDACTED]

Occupation of Witness

[REDACTED]

Address The Care House
Randalls Way
Leatherhead
Surrey
KT22 7TW

Fax No (+44) (0) 1372 364 001

Attention Group Finance Director

The Security Trustee

SIGNED for and on behalf of **COMMERZBANK AG,**
FILIALE LUXEMBURG in the presence of

[Redacted Signature]

Richard Faber
Dennis Schäfer

Address 25, rue Edward Steichen
L-2540 Luxembourg

Fax No (352) 477 911 3903

Attention Dennis Schäfer - Credit Agency Services