213976/416×32

In accordance with Sections 859A & 859J of the Companies Act 2006

MR01

Particulars of a charge

Oyez

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
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 there is instrument Use form MR08

For further information, please refer to our guidance at

MONDAY

A39PNMN4
A09 09/06/2014 #13
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 court order extending the time for delivery

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

1 Company details

For official use 6

Company number: 0 6 1 4 7 9 3 9

Company name in full: CARE WORLDWIDE (CARLTON) LIMITED

► **Filling 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: d2 d2 m0 m5 y2 y0 y1 y4

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: SANTANDER UK PLC AS SECURITY TRUSTEE

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

MR01

Particulars of a charge

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

ALL THAT FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE SOUTH SIDE OF GRANVILLE STREET, NORMANTON (TITLE NUMBER WYK594886)

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**

MR01
Particulars of a charge

8 Trustee statement ❶

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

☐

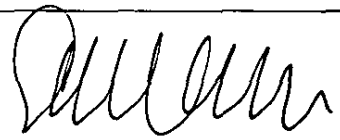
❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X  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 JOGU/MALV/EDHN/ABB008 00236

Company name CMS CAMERON MCKENNA LLP

Address MITRE HOUSE

160 ALDERSGATE STREET

LONDON

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 6147939

Charge code: 0614 7939 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2014 and created by CARE WORLDWIDE (CARLTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2014.

Given at Companies House, Cardiff on 12th June 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 22 MAY 2014

CARE WORLDWIDE (CARLTON) LIMITED (1)

and

SANTANDER UK plc (2)

LEGAL CHARGE

of freehold property
known as Land and buildings on the south side of Granville Street, Normanton

---

CERTIFIED AS A TRUE AND COMPLETE COPY OF THE ORIGINAL SAVE FOR REDACTIONS UNDER S. 859G COMPANIES ACT 2006
.....
Date: 5 JUNE 2014
CMS Cameron McKenna LLP, Mitre House, 160 Aldersgate Street, London EC1A 4DD

Form of charge filed at HM Land Registry under reference MD◆1237P

THIS LEGAL CHARGE is made by way of deed on the 22 day of MAY 2014

BETWEEN :

(1) CARE WORLDWIDE (CARLTON) LIMITED (Company Number 06147939) whose registered office is at 6th Floor Cardinal House 20, St Marys Parsonage, Manchester, M3 2LG (hereinafter called "the Mortgagor"); and

(2) SANTANDER UK plc whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN and whose address for service hereunder is at Corporate Advances Branch, Bootle, Merseyside, L30 4GB as security trustee for each Group Member (hereinafter called "the Bank" which expression shall include its successors in title and assigns)

NOW THIS DEED WITNESSETH as follows

1 DEFINITIONS AND INTERPRETATION

1 1 Definitions

In this Charge (unless the context otherwise requires)

1 1 1 "**Affiliate**" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

1 1 2 "**Agreement for Lease**" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis)

1 1 3 "**Charge**" means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

1 1 4 "**Charged Property**" means the property described in the Schedule hereto and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any Insurance and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof

1 1.5 "**Development**" means a project which is undertaken for any development, demolition, construction, refurbishment, major repair or improvement of the Charged Property

1 1 6 "**Encumbrance**" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

1 1 7 "**Environmental Claim**" means any notice or claim from any person (including, without limitation, any regulatory authority or government agency) alleging any breach, contravention or violation of any Environmental Law by the Mortgagor or the existence of any liability arising from any such breach, contravention or violation

1 1 8 "**Environmental Laws**" means all laws, directions, regulations, codes of practice, guidance notes, circulars (in the case of guidance notes and circulars having the force of law) and the like concerning discharges of contaminants, occupational or public health and safety of the environment

1 1 9 "**Environmental Licence**" means any permit, licence, authorisation, consent or other approval required by any Environmental Law

1 1 10 "**Expenses**" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver may charge or incur in relation to the Mortgagor or this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of, and the protection, realisation or enforcement of, this Charge, in each case on a full indemnity basis

1 1 11 "**Full Title Guarantee**" has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994

1 1.12 "**Group**" means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

1 1 13 "**Group Member**" means each member of the Group

1 1 14 "**Holding Company**" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

1 1 15 "**Insurance**" means all contracts and policies of insurance of whatever nature in connection with the Charged Property which are, from time to time, taken out by or with the authority or on behalf or for the benefit of the Mortgagor or (to the extent of such interest) in which the Mortgagor has an interest

1 1 16 "**LPA**" means the Law of Property Act 1925

1 1 17 "**Lease**" means where the Charged Property is leasehold the lease under which the Mortgagor holds the Charged Property and any instrument supplemental to it or which is expressed to be collateral to it or entered into pursuant to or in accordance with its terms

1 1.18 "**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them

1 1 19 "**Receiver**" means an administrative receiver, receiver or receiver and manager and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise

1 1 20 "**Regulation**" includes any statute, subordinate legislation, rule, official directive, notice, guideline or order (whether or not having the force of law) of any government, government body, agency, department, court, tribunal or

regulatory authority or organisation and (where applicable) of the European Commission or parliament

1 1 21 "**Rental Income**" means the gross rents, licence fees and other monies receivable now or hereafter at any time by the Mortgagor in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Charged Property or otherwise paid to or received by the Mortgagor in respect of the Charged Property

1 1 22 "**Secured Liabilities**" means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise which may now or any time in the future be due, owing or incurred by the Mortgagor to the Group (or any Group Member) whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and all the Mortgagor's other liabilities whatever to the Group (or any Group Member) including (without limitation) indebtedness on account of money advanced, bills of exchange, promissory notes, obligations with respect to letters of credit, guarantees and indemnities and in whatever name or style and whether on any current or other account, or in any other manner whatsoever, together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member (as well after as before judgement and the right to such interest shall not merge in any judgement)

1 1 23 "**Subsidiary**" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1 2 Interpretation

1.2 1 Words respectively denoting the singular shall include the plural and vice versa and one gender includes each and all genders and references to persons include references to companies or corporations and vice versa

1 2 2 If two or more persons are included in the expression "Mortgagor" then the use in this Charge of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the obligations and liabilities of such persons under this Charge shall be joint and several

1 2 3 Clause and sub-clause headings are inserted for convenience only and shall not affect the interpretation of this Charge

1 2 4 References to any statute include any statutory modification or re-enactment thereof for the time being in force and any Regulation made under it

1 2 5 The terms of the documents under which the Secured Liabilities arise and of any side letter from either party to this Charge are incorporated in this Charge to the extent required for any purported disposition of the Charged Property contained in this Charge to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 3 Third Party Rights

1 3.1 Unless expressly provided to the contrary in this Charge, a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Charge

1.3 2 The consent of any person which is not a party is not required to rescind or vary this Charge or any other agreement entered into under or in connection with it

2 COVENANT TO PAY

The Mortgagor covenants with the Bank (as security trustee for the Group Members) that the Mortgagor will pay or discharge all Secured Liabilities immediately on demand

3 CHARGES

3 1 Fixed Charge

The Mortgagor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges in favour of the Bank (as security trustee for the Group Members)

3 1 1 by way of fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Mortgagor in the Charged Property

3 1 2 by way of fixed charge

(a) all benefits, claims and returns of premiums in respect of any Insurance, and

(b) in so far as the legal mortgage set out in clause 3 1.1 or the assignments as set out in clause 3 2 (Assignment) are, for any reason, ineffective as a legal mortgage or assignments (as the case may be), all of the assets, properties, revenues and rights of the Mortgagor referred to in those clauses

3 2 Assignment

The Mortgagor with Full Title Guarantee, as continuing security for the payment of all Secured Liabilities, charges to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its rights, title, estate and other interests in and to -

3 2 1 the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Charged Property and all guarantors and sureties for the obligations of such persons,

3 2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors now or at any time engaged by the Mortgagor in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under the contract with or under a duty to the

Mortgagor and the benefit of all sums recovered in any proceedings against all or any of such persons,

3 2.3 the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgement arising out of any Agreement for Lease and all sums paid or payable to the Mortgagor under or in respect of any Agreement for Lease, and

3 2 4 the benefit of all covenants, agreements, rights and remedies relating to the Charged Property

4 RESTRICTIONS ON THE MORTGAGOR

The Mortgagor shall not without the prior written consent of the Bank·

4 1 create or permit to subsist or arise any Encumbrance or any right or option on the Charged Property or any part thereof,

4 2 sell, convey, assign, lease, sub-lease or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any of the Charged Property or assign or otherwise dispose of any monies payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing,

4 3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Mortgagor by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing, or

4 4 part with or share possession or occupation of the Charged Property or any part of it or grant any tenancy or licence to occupy the Charged Property or agree to do any of the foregoing

5 CONTINUANCE OF SECURITY

5 1 Continuing Security

The security constituted by this Charge will be continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

5 2 Breaking of accounts

5.2 1 If for any reason the security constituted by this Charge ceases to be a continuing security, the Bank may open a new account with or continue any existing account with the Mortgagor and the liability of the Mortgagor in respect of the Secured Liabilities will remain regardless of any payments in or out of any such account

5 2 2 If the Bank or any Group Member receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent charge or other interest affecting any part of the Charged Property and/or the proceeds of sale of them, the Bank or relevant Group Member may open a new account or accounts in the name of the Mortgagor. If the Bank or relevant Group Member does not open a new account it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received

notice and as from that time all payments made to the Bank or to any other Group Member will be credited or be treated as having been credited to the new account and will not operate to reduce the amount for which this Charge is security Any Group Member may rely on this clause 5.2 2 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

5 3 Immediate Recourse

The Mortgagor waives any right it may have of first requiring any Group Member to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by this Charge Any Group Member may rely on this clause 5.3 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

5 4 Additional Security

The security constituted by this Charge is in addition to and is not in any way prejudiced by any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held by any Group Member for and in respect of the Secured Liabilities

6 COVENANTS BY THE MORTGAGOR

The Mortgagor covenants with the Bank (as security trustee for the Group Members) at all times during the continuance of this security:

6 1 Repair

To keep the Charged Property in good and substantial repair and condition and adequately and properly decorated and maintained in good working order and condition (save where the Charged Property is awaiting or is in the course of Development) and replace the fixtures and fittings about the Charged Property when they become obsolete, worn out or destroyed

6 2 Payment of outgoings

To pay or procure the payment of, when due, all present and future rents, rates, taxes, levies, assessments, impositions and other outgoings whatsoever (whether governmental, municipal or otherwise) which may be imposed upon or payable in respect of the Charged Property as and when the same shall become payable (and, if required, to produce the receipts for such payments to the Bank on demand) and to indemnify each Group Member (and as a separate covenant any Receiver appointed by any of them) from and against the same

6 3 Bank's right of inspection

To permit the Bank, or any person appointed by it, to enter upon all buildings, erections or structures forming part of the Charged Property (without prejudice to the powers conferred by this Charge and without becoming a mortgagee in possession) for any reasonable purpose and to review the state and condition of the same

6 4 Not to alter buildings

Not without the previous consent in writing of the Bank nor otherwise than in accordance with plans, elevations and specifications previously submitted to

and specifically approved by the Bank in writing, to make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures and fittings for the time being forming part of the Charged Property or put up or erect any new buildings

6 5 Development

That no Development will be carried out or permitted to be carried out to the Charged Property by the Mortgagor without the Bank's prior written consent The Mortgagor shall not without consent as aforesaid (except for the purpose of renewal or replacement by a fixture or fitting of equal or greater value) sever or remove any fixtures and fittings comprised in the Charged Property nor (save for the purpose of any necessary repairs) remove any of the plant or machinery thereon

6 6 Insurance

6 6 1 To maintain Insurances (or procure the maintenance of Insurances by an owner of a superior interest in the Charged Property) in relation to those parts of the Charged Property which are of an insurable nature with reputable underwriters or insurance companies approved by the Bank against the risks and to the extent which is usual for persons carrying on a business of the type carried on by it or which a prudent owner would normally insure against and any other risks which the Bank from time to time requires The sum insured must not be less than their replacement value (meaning the total cost of demolishing (including site clearance) and entirely rebuilding, reinstating or replacing the Charged Property in the event of it being completely destroyed together with architects', engineers', surveyors' and other experts' fees and value added tax on such fees which is irrecoverable by the Mortgagor) and not less than 3 years loss of rent

6 6 2 To procure that any monies received or receivable under any Insurance will be held by the Mortgagor in trust for the Bank and will be applied in repairing, replacing, restoring or reinstating the Charged Property destroyed or damaged or in the manner the Bank requires or, if the Bank so directs and the terms of the relevant Insurances permit, in or towards satisfaction of the Secured Liabilities

6 6 3 To procure that in respect to any Insurance in respect of the Charged Property a note of the Bank's interest is endorsed on that Insurance or, if the Bank so requires, that such Insurance is effected in the joint names of the Mortgagor and the Bank

6 6 4 If reasonably obtainable, to procure that the relevant insurers of the Charged Property issue in favour of the Bank a letter confirming that the relevant policy will not be vitiated or terminated in any manner without the consent of the Bank

6 6 5 To not do or knowingly permit anything to be done in or upon or relating to the Charged Property which may make void or voidable any Insurance in connection with it

6 6 6 To promptly pay all premiums and all things necessary to keep the Insurance in force and, on demand by the Bank, produce to the Bank the policy, certificate or cover note relating to any Insurance and the receipt for the payment of each premium

6 7 Use of the Charged Property

6 7.1 To use the Charged Property only for the permitted use under or by virtue of any applicable authorisation, consent, approval, licence or planning permission or as permitted by the Bank

6 7 2 To comply in all respects with the Planning Acts and all licences consents, permissions or conditions granted or imposed thereunder and not to enter into, or agree to enter into, any agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar Act without the prior written consent of the Bank

6 8 Regulations

To duly and punctually perform and observe all its obligations in connection with the Charged Property under any present or future Regulations

6 9 Notices

To

6 9 1 notify the Bank (within 7 days of receipt by the Mortgagor) of any application, requirement, order or notice served or given by any person with respect to the Charged Property or its use;

6 9 2 produce the original or a copy to the Bank within 7 days of demand,

6 9 3 inform the Bank of the steps taken or proposed to be taken to comply with any such requirement, order or notice and take such steps in respect thereof as the Bank may require, and

6 9 4 on request, to produce to or provide for the Bank such documents or information relating to the Charged Property as the Bank shall require

6 10 Compliance with terms of contracts, conveyances etc

To observe and perform the terms of all conveyances, contracts, grants, assignments, agreements and other deeds and documents from time to time affecting the Charged Property and binding on the Mortgagor

6 11 Environmental matters

6 11 1 To maintain all relevant Environmental Licences required by its ownership, use or occupation of the Charged Property and for the conduct of its business and to comply with all terms and conditions relating thereto and with all other applicable Environmental Laws and not to knowingly do or permit any act or omission whereby such Environmental Licence would be liable to be varied or revoked,

6 11 2 Promptly upon receipt of the same to notify the Bank of any Environmental Claim,

6 11 3 To keep each Group Member (and every Receiver, attorney, manager, agent and other person duly appointed by the Bank hereunder) fully and effectually indemnified from and against all liabilities, losses (including consequential losses), costs, charges and expenses caused wholly or partly, directly or indirectly by

(a) the creation, imposition, recording or registration of any mortgage, charge, encumbrance or security interest over the Charged Property securing the reimbursement to or recovery by any third party of any costs, expenses or other sums incurred in consequence of a breach, contravention or violation of any Environmental Law or the release, discharge or emission of any harmful or hazardous material and the redemption, removal, vacation or discharge of any such mortgage, charge, encumbrance or other security interest;

(b) the making of any Environmental Claim against any Group Member and/or any Receiver or other such persons or the Mortgagor in respect of the Charged Property and/or any business operations or activities thereon;

(c) any liability or potential liability upon any Group Member and/or any Receiver or any such persons to remedy, clean up or make good any breach, contravention or violation of any Environmental Law by the Mortgagor or any harm, actual or potential, to the environment caused directly or indirectly by the release, emission or discharge of any harmful or hazardous material from, in or to the Charged Property; and/or

(d) by reason of any breach of clause 6 11 1 above

6 12 Indemnity

To keep the Bank (and any Receiver appointed by the Bank) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including value added tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants, obligations, warranties or undertakings on the part of the Mortgagor contained in this Charge or the making good of any such breach or non-observance or non-performance

6 13 Leases

Where the Charged Property is leasehold or subject to any lease Agreement for Lease or tenancy (referred to below as the "occupational lease"),

6 13 1 to observe and perform all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor;

6 13 2 to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease,

6 13.3 not to waive, release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational

lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Bank,

6 13 4 if the Mortgagor shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease, to give immediate notice of such event in writing to the Bank and at the request of the Bank and at the expense of the Mortgagor take such steps as the Bank may in its absolute discretion require, and

6 13 5 not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Bank

6 14 Not to depreciate value of the Charged Property

Not to do anything which would or could materially depreciate, jeopardise or otherwise prejudice the actual or prospective value of the Charged Property to the Group and/or any actual or prospective purchaser of the Charged Property

6 15 Value Added Tax

Not without the prior written consent of the Bank to make any election pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Charged Property

7 POWER TO REMEDY

If the Mortgagor shall fail to ensure that the Charged Property is kept in repair and insured pursuant to its obligations contained in clauses 6 1 and 6.6 of this Charge, the Bank may enter upon the Charged Property (without thereby being liable as a mortgagee in possession) and repair or insure the Charged Property (as the case may be) or take such other steps as it considers appropriate to procure the performance of such obligations or otherwise remedy such failure and any monies expended by the Bank for such purpose or purposes shall be reimbursed by the Mortgagor on demand and, until so reimbursed, shall carry interest as calculated and compounded in accordance with the usual practice of the Bank from time to time (as well after as before judgement)

8 WHEN SECURITY BECOMES ENFORCEABLE

The Secured Liabilities shall be immediately payable on demand at any time and failing payment of any of the Secured Liabilities this security shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA will be immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise with respect to the whole or any part of the Charged Property After the security constituted by this Charge has become enforceable, the Bank may (in its absolute discretion) enforce all or any part of the security in any manner it sees fit

9 ENFORCEMENT OF SECURITY

9 1 Secured Liabilities deemed due

For the purposes of all powers implied by statute, the Secured Liabilities will be deemed to have become due and payable on the date of this Charge and sections 93, 103 and 109(8) (in so far as it may impose any order of priority in the application of money by a Receiver) of the LPA will not apply to this security

9 2 Extension of powers of leasing

The statutory powers of leasing conferred on the Bank will be extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options (with or without a premium) as the Bank may think fit and without the need to comply with any of the provisions of sections 99 and 100 of the LPA

9 3 Charged Property in jeopardy

If at any time it shall appear to the Bank that any part of the Charged Property shall be in danger of seizure, distress or other legal process, or that the Bank's security thereover shall for any other reason be in jeopardy, the Bank shall be entitled without notice to the Mortgagor to take possession of and hold the same or to appoint a Receiver thereof. The provisions of Clause 10 (Appointment and Powers of Receiver) below shall govern the appointment, removal and powers of a Receiver under this clause as if he were a Receiver appointed under that clause

10 APPOINTMENT AND POWERS OF RECEIVER

10 1 Appointment of Receiver

At any time after this security becomes enforceable, or if the Mortgagor so requests, the Bank may without notice appoint under seal or in writing under the hand of a duly appointed employee or officer any one or more persons to be a Receiver of all or any part of the Charged Property in every respect as if the Bank had become entitled under the LPA to exercise the power of sale conferred by it

10 2 Powers of Receiver

Every Receiver appointed under sub-clause 10 1 (Appointment of Receiver) will have and be entitled to exercise all of the powers (notwithstanding any winding-up, administration, voluntary arrangement or dissolution of the Mortgagor)

10 2 1 of the Bank under this Charge,

10.2.2 conferred on a lender or receiver by the LPA;

10 2 3 set out in schedule 1 of the Insolvency Act 1986 as if the word "company" in that schedule read "Mortgagor", and

10 2 4 set out below

(1) Take possession· to take possession of, get in and collect the Charged Property,

(ii) Carry on business to carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Company or any part thereof, or concur in so doing, as he thinks fit;

(iii) Protection of Assets to do all acts which the Mortgagor might do in the ordinary conduct of its business for the protection or improvement of the Charged Property and to make and effect all repairs and improvements to the Charged Property, to commence and/or complete any building operations on the Charged Property, to acquire property and to apply for and maintain any planning permissions, building regulation approvals and any other authorisations, consent, approval, licence, exemption, filing or registration in each case as he (in his absolute discretion) thinks fit,

(iv) Borrow money: to raise and borrow money either unsecured or, with the consent of the Bank, secured on the Charged Property either in priority to the security constituted by this Charge or otherwise and generally on such terms and conditions as he may think fit and no person lending money to him will be concerned to enquire as to the propriety or purpose of the exercise of this power or to see to the application of any money raised or borrowed,

(v) Sell Assets to sell, exchange, convert into money and realise all or any part of the Charged Property (either by public auction or private contract or otherwise) and generally in the manner and on terms he thinks proper He may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any consideration may be payable in a lump sum or by instalments spread over any period he thinks fit Fixtures may be severed and sold separately from the property containing them without the consent of the Mortgagor,

(vi) Leases to let the Charged Property for any term and at any rent (with or without a premium) and to vary or accept a surrender of any lease or tenancy on any terms he thinks fit (including the payment of money on a surrender) and to grant, vary or terminate any licence;

(vii) Management. to provide such facilities and services for tenants or other persons as he may think appropriate generally to manage the Charged Property,

(viii) Compromise 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 the Mortgagor or relating in any way to the Charged Property,

(ix) Vary Agreements· to perform, repudiate, rescind or vary any contract or agreement for or which relates in any way to any

development, improvement, reconstruction or repair of the Charged Property or which is in any way connected with the Charged Property,

(x) Calls: to make calls conditionally or unconditionally on the members of the Mortgagor in respect of uncalled capital,

(xi) Subsidiaries: to promote the formation of a subsidiary company or companies of the Mortgagor so that such subsidiary may purchase, lease, licence or otherwise acquire the Charged Property or any part thereof,

(xii) Legal actions to bring, prosecute, enforce, defend and abandon any actions, suits, arbitrations, awards and other proceedings in relation to the Charged Property as he thinks fit,

(xiii) Receipts to give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Property,

(xiv) Insurance: to effect such insurances as he shall in his absolute discretion think fit,

(xv) Employees: to appoint and discharge managers, officers, agents, accountants and other professional advisors, servants, workmen and others on any terms he thinks proper and to discharge any such persons appointed by the Mortgagor and to engage his own firm in the conduct of the receivership, and

(xvi) General Powers to do any other acts and things he considers desirable or necessary for realising the Charged Property or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Charge, to exercise in relation to the Charged Property any powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of it (including making Value Added Tax elections or registrations), and to use the name of the Mortgagor for all or any of such purposes

10.3 Removal and Remuneration

The Bank may, from time to time, by writing under the hand of a duly appointed employee or officer (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it deems it expedient, appoint a new Receiver in the place of any Receiver and may, from time to time, fix the remuneration of any Receiver appointed by it Such remuneration shall not be limited to the maximum provided by section 109(6) of the LPA

10 4 Lender may Exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred by this Charge on a Receiver

may be exercised by the Bank after the security created by this Charge becomes enforceable, whether or not it appoints a Receiver

11 NO LIABILITY AS MORTGAGEE IN POSSESSION

11 1 No liability

Neither the Bank nor any Receiver appointed under this Charge will be liable to account as mortgagee in possession in respect of the Charged Property or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable except to the extent that they shall be caused by the Bank's or (as the case may be) the Receiver's own fraud or wilful misconduct or that of its respective officers or employees

11.2 Mortgagor's agent

Every Receiver appointed under this Charge will be deemed to be

11 2 1 (to the extent permitted by law) the agent of the Mortgagor for all purposes, and

11 2 2 in the same position as a receiver duly appointed by a mortgagee under the LPA

11 3 Mortgagor liable

The Mortgagor alone, and not the Bank, shall be responsible for the Receiver's fees, contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him

11.4 Immunities

The Bank and every Receiver appointed under this Charge will be entitled to all the rights, powers, privileges and immunities conferred on mortgagees and duly appointed receivers by the LPA

12 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Bank or the Receiver appointed under this Charge or its or his agents will be concerned:

12.1 to enquire whether

12 1 1 the Secured Liabilities have become payable,

12 1 2 any power which the Receiver is purporting to exercise has become exercisable, or

12 1 3 any of the Secured Liabilities remain due, or

12 2 to see as to the application of any monies paid to the Bank or to the Receiver

13 APPLICATION OF PROCEEDS

Any money received by the Bank pursuant to, under or by virtue of this Charge shall be applied

13.1 first, in satisfaction of all Expenses and of the remuneration of the Receiver,

13.2 secondly, in or towards satisfaction of the Secured Liabilities in such order as the Group Members may from time to time conclusively agree, and

13 3 thirdly, in payment of the surplus (if any) to the person or persons entitled to it

14 EXPENSES

All Expenses incurred and all payments made by the Bank or any Receiver appointed under this Charge in the lawful exercise of the powers conferred by this Charge (whether or not occasioned by any act, neglect or default of the Mortgagor) will be payable on demand on the basis of a full indemnity and will carry interest (both before and after judgement and the right to such interest shall not merge in any judgement) calculated and compounded on the full amount owing up to the date of payment according to the usual manner of the Bank

15 SET-OFF

The Bank or a Group Member may set off any matured obligation due from the Mortgagor against any matured obligation owed by the Bank or that Group Member to the Mortgagor, regardless of the place of payment, booking branch or currency of either obligation If the obligations are in different currencies, the Bank or that Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off Any Group Member may rely on this clause 15 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

16 SUSPENSE ACCOUNT

All monies received, recovered or realised by the Bank under or pursuant to this Charge may, at the discretion of the Bank, be credited to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit (with interest accruing thereon at such rate as the Bank considers fit) pending their application at such time or times as the Bank may decide in or towards satisfaction of the Secured Liabilities

17 INDEMNITY

The Bank and every Receiver, and any attorney, manager, agent or other person, appointed under this Charge will be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Bank and any Receiver may retain and pay all sums in respect of the same out of any money received under the powers conferred by this Charge

18 DELEGATION

The Bank may, from time to time, delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Charge in relation to the security granted by this Charge to any person Any delegation may be made subject to such terms (including power to sub-delegate) and regulations as the Bank may think fit The Bank will not be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

19 **REDEMPTION OF PRIOR MORTGAGES**

The Bank may at any time after the security constituted by this Charge has become enforceable, redeem any Encumbrance or procure the transfer of any Encumbrance to itself and may settle and pass the accounts of the person entitled to such Encumbrance All principal money, interest, costs, charges and expenses of and incidental to any redemption and transfer will be paid by the Mortgagor to the Bank on demand Any account so settled and passed will be conclusive and binding on the Mortgagor except for obvious error

20 **POWER OF ATTORNEY: FURTHER ASSURANCE**

20 1 Appointment

The Mortgagor, by way of security, irrevocably appoints the Bank and any Receiver, delegate or sub-delegate appointed under this Charge to be its attorney acting jointly and severally The attorney may in the name and on behalf of the Mortgagor or otherwise

20 1.1 execute and do any assurances, acts and things which the Mortgagor ought to do under the provisions of this Charge,

20 1 2 make demand on or give notice or receipt to any person owing money to the Mortgagor;

20 1 3 exercise any of the powers, authorities and discretions conferred by this Charge or by statute on the attorney in whatever capacity, and

20 1 4 seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he deems proper

20 2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm anything an attorney appointed under clause 20.1 (Appointment) does or purports to do in the exercise or purported exercise of any of the powers, authorities and discretions referred to in clause 20 1 (Appointment)

20 3 Further assurance

The Mortgagor will promptly at the request of the Bank and at its own expense execute and do all such assurances, acts and things as the Bank may reasonably require for perfecting or protecting the security intended to be created by this Charge or for facilitating the realisation of the Charged Property and in the exercise of all powers, authorities and discretions vested in the Bank or any Receiver or any delegate or sub-delegate To this intent, the Mortgagor will in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Bank or to its nominees and give all notices, orders and directions and make all registrations which the Bank may reasonably think expedient The Mortgagor's obligations under this clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994

21 **CERTIFICATES AND DETERMINATIONS**

Any certification or determination by the Bank or a Group Member as to the amount of the Secured Liabilities (or any part of them) or any rate or other amount is, in the absence of manifest error, conclusive evidence of the matter to which it relates and shall be binding on the Mortgagor

22 **BANK'S RIGHTS, ETC CUMULATIVE, WAIVERS AND INDULGENCE**

22.1 No delay or omission on the part of the Bank or any Group Member in exercising any right, power, privilege or remedy under this Charge or otherwise in respect of the Secured Liabilities shall impair or preclude any further exercise of such right, power, privilege or remedy or the exercise of any other right, power, privilege or remedy

22.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time as often as the Bank deems expedient

22 3 Any waiver by the Bank of any terms of this Charge or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given

22.4 The Bank or a Group Member may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Secured Liabilities or any other security or guarantee for the Secured Liabilities without derogating from the Mortgagor's liabilities or the Bank's rights under this Charge

22.5 Any Group Member may rely on this clause 22 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

23 **SEVERABILITY**

If a provision of this Charge is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other provision of this Charge

24 **ASSIGNMENT**

24 1 The Bank or any Group Member may at any time assign or otherwise transfer all or any part of its rights and obligations under this Charge or any security created by it

24 2 The Bank and each Group Member may disclose to any person

24 2 1 to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of

24.2.1 1 the Secured Liabilities, and/or

24 2.1 2 its rights and obligations under this Charge,

24.2 2 with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Mortgagor,

24 2.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or

24 2 4 who is its Affiliate,

any information about the Mortgagor and this Charge as the Bank or that Group Member shall consider appropriate

24 3 The Mortgagor may not assign any of its rights or transfer any of its rights or obligations under this Charge

24 4 Any Group Member may rely on this clause 24 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

25 **GOVERNING LAW AND JURISDICTION**

This Charge (and any non-contractual obligations arising out of or in connection with it) will be governed by and construed in accordance with English law and the parties hereto irrevocably submit to the jurisdiction of the English Courts

26 **DEMANDS**

26 1 Any notice, demand or other communication under or in connection with this Charge shall be in writing and shall be deemed to be sufficiently given if delivered personally or sent by first class pre-paid post or facsimile transmission (where given by the Bank) to the address of the Mortgagor last known to the Bank or as notified by the Mortgagor to the Bank in writing for such purpose and (where given by the Mortgagor) to the address of the Bank which appears on page 2 of this Charge or to such address as the Bank may notify in writing for such purpose to the Mortgagor

26 2 Any notice, demand or other communication shall be deemed to have been received by the receiving party 24 hours after posting (where sent by first class pre-paid post), immediately upon delivery (where delivered personally) and immediately on sending (where sent by facsimile transmission and received by the other party but provided that it is legible and complete)

27 **DECLARATION**

If the Mortgagor is either a company registered under the Companies Acts or an industrial and provident society registered under the Industrial and Provident Societies Acts, the Mortgagor hereby certifies that this Charge does not contravene any provisions of its memorandum and articles of association or its rules (as the case may be) or other documents governing or comprising the constitution or incorporation of any company or industrial and provident society comprised in the Mortgagor

28 **THE LAND REGISTRY**

If the title to the Charged Property is or is to be registered at the Land Registry and in respect of any other registered title against which this Charge may be registered, the Mortgagor applies to the Chief Land Registrar for a restriction to be entered on the registers of all titles comprised in this Charge that no disposition of the registered estate by the proprietor(s) of the registered estate is to be registered without a written consent of the proprietor for the time being of the Charge dated 22 MAY 2014 in favour of Santander UK plc referred to in the charges register

29 **REGULATED CONSUMER CREDIT AGREEMENT**

This security shall not cover any sum or sums of money due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed in writing between the Mortgagor and the relevant Group Member

THE SCHEDULE

Property	**Title Number**
All that freehold property known as Land and buildings on the south side of Granville Street, Normanton	WYK594886

Executed as a deed by **Care Worldwide (Carlton) Limited**

acting by two directors/a director and its secretary/a director in the presence of a witness

[redacted] . Director Company Number 06147939

[redacted] . Director/Secretary/Witness

In the presence of

MALCOLM ADLER . . Full name of Witness

40 Manchester St . . Address of Witness

London W.1.

Solicitor . . Occupation

Board Approval

I hereby certify that the execution of this Legal Charge, which will secure all liabilities, present and future, of the Company to Santander UK plc and its subsidiaries for the time being or any of them, was approved by a resolution of the Board of Directors of the Company properly passed on (date) 21 MAY 2014 .

Signed [redacted] (Secretary / Director)

Signed [redacted] (Secretary / Director / Witness)

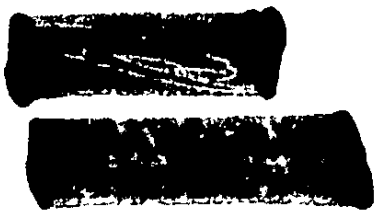
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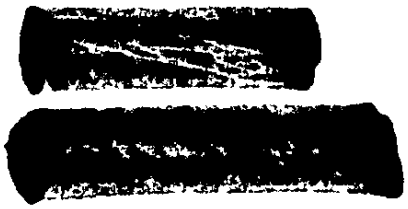
(as above) . . Full name of Witness

. . . Address of Witness

. . . .

. . . . . Occupation





Signed for and on behalf of the Bank by

[redacted]

A person authorised to act for that purpose

NIGEL PATEL

In the presence of:

Witness Signature: [redacted]

Witness Name: Jonathan Groom

Witness Address: CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

Witness occupation: Trainee Solicitor.



