



Registration of a Charge

Company name: **Abbey Healthcare (Cromwell) Ltd.**

Company number: **07186527**



X6CKPA17

Received for Electronic Filing: **11/08/2017**

Details of Charge

Date of creation: **07/08/2017**

Charge code: **0718 6527 0002**

Persons entitled: **SEDDON CONSTRUCTION LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7186527

Charge code: 0718 6527 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2017 and created by Abbey Healthcare (Cromwell) Ltd. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2017 .

Given at Companies House, Cardiff on 15th August 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

7 August

2017

ABBAY HEALTHCARE (CROMWELL) LTD

SEDDON CONSTRUCTION LIMITED

DEBENTURE

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THIS DEED is made the 20 day of AUGUST 2017

BETWEEN:

- (1) **ABBAY HEALTHCARE (CROMWELL) LTD** a private company limited by shares, incorporated and registered in England with company number 07186527 whose registered office is at Abbey Healthcare, Sutherland House 70-78 West Hendon Broadway, London, England, NW9 7BT (the "**Chargor**"); and
- (2) **SEDDON CONSTRUCTION LIMITED** a private limited company registered in England and Wales with registered number 03578140 and whose registered office is at Seddon Building, Plodder Lane, Edge Fold, Bolton, Greater Manchester, BL4 0NN as arranger, agent, lender and security trustee ("**Seddons**").

BACKGROUND:

- (A) This deed provides security which the Chargor has agreed to give to Seddons pursuant to the Facility Agreement.
- (B) It is a condition of the Facility Agreement that certain security is granted in favour of Seddons on the terms of this deed.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed the definitions and rules of interpretation in this clause apply.

"Account"	means any account of the Chargor with any bank, financial institution or other person;
"Administrator"	means an administrator appointed to manage the affairs, business and property of the Chargor pursuant to paragraph 16 of Schedule 3;
"Business Day"	means a day (excluding Saturdays and Sundays) on which banks are open for general business in London;
"Charged Property"	means all the assets, property and undertaking for the time being subject to the security interests created by this deed (and references to the Charged Property include references to any part of it);
"Costs"	means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;

"Default Rate"	means the highest rate of interest applicable under the Facility Agreement or other document providing for the liability (as the case may be);
"Encumbrance"	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect but excluding the Security Documents;
"Equipment"	means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Chargor, including any part of it and all spare parts, replacements, modifications and additions;
"Event of Default"	shall have the meaning given to it in the Facility Agreement;
"Expenses"	means all interest, commission, fees, costs, charges and expenses (including in each case any VAT and all disbursements) which Seddons or any Receiver may charge or incur in relation to this deed or breach of any provision of, and the protection, realisation or enforcement of, this deed in each case on a full indemnity basis;
"Facility Agreement"	means the facility agreement entered into on or around the date of this deed between Richmond and Seddons;
"Financial Collateral"	shall have the meaning given to that expression in the Financial Collateral Regulations;
"Financial Collateral Regulations"	means the Financial Collateral Arrangements (No. 2) Regulations 2003 (<i>SI 2003/3226</i>);
"Guarantee"	means the composite guarantee entered into between (1) the Chargor and (2) Seddons and others dated on or around the date of this deed;
"Insurance Policy"	means each contract and policy of insurance effected or maintained by the Chargor from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Property and the Equipment;

"Insured Risks"

means fire storm tempest flood lightning explosion earthquake aircraft and other aerial devices and articles dropped therefrom (in time of peace) impact by road vehicles riot civil commotion malicious damage bursting and overflowing of water tanks apparatus and pipes and such other additional risks as may be appropriate from time to time subject to any excesses exclusions limitations or conditions as may be imposed by the insurers or underwriters with whom such insurance is placed;

"Investments"

means all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Chargor, including any:

- a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

"Property"

means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor or in which the Chargor holds an interest;

"Receiver"

means a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 3;

"Relevant Agreement"

means each agreement specified in Schedule 4 (if any) and any other document as Seddons may designate a Relevant Agreement;

"Reservations"

means

- a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement of laws relating to insolvency, reorganisation and

other laws generally affecting the rights of creditors; and

- b) the time barring of claims under applicable laws (including the Limitation Act 1980, the Foreign Limitations Periods Act 1984), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;

"Richmond"

means Richmond Global Properties Limited a company incorporated in the British Virgin Islands whose registered office is at Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands with company number 1457131;

"Security Interest"

means any standard security, option, mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest, retention of title or other encumbrance of any kind securing, or any right conferring, a priority of payment in respect of any obligation of any person or a contractual right relating to shares or to any asset or liability or other agreement or arrangement having a similar effect;

"Secured Liabilities"

means all monies, professional expenditure, fees, debts and liabilities which now are or have been or at any time may be or become due, owing or incurred by the Chargor to Seddons including, without limitation, under or in connection with the Facility Agreement, the Finance Documents (as defined in the Facility Agreement), this deed and/or the Guarantee (in each case whether actually or contingently and whether owned jointly or severally, as principal or surety or in any other capacity) so that interest is computed and compounded as well after as before any demand or judgment;

"Security Documents"

shall have the meaning given to it in the Facility Agreement;

"Security Financial Collateral Arrangement"

shall have the meaning given to that expression in the Financial Collateral Regulations;

"Security Period"

means the period starting on the date of this deed and ending on the date on which all the Secured Liabilities have been unconditionally and

irrevocably paid and discharged in full to the satisfaction of Seddons and no further Secured Liabilities are capable of being outstanding; and

1.2 Interpretation

Unless the context otherwise requires, in this deed:

- 1.2.1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this deed;
- 1.2.2 a reference to one gender includes a reference to the other genders;
- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause or schedule of or to this deed;
- 1.2.5 a reference to **this deed** (or any specified provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as in force for the time being and as amended or novated from time to time;
- 1.2.6 a reference to a **person** shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;
- 1.2.7 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- 1.2.8 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.9 a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.10 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- 1.2.11 the headings do not form part of this deed or any part of it and do not affect its interpretation.

1.3 Clawback

If Seddons reasonably considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of any freehold, leasehold or commonhold

property includes:

- 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
- 1.4.2 the proceeds of sale of any part of that property; and
- 1.4.3 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 paid or payable in respect of those covenants.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of any real property subject to this deed to be valid under section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated in this deed.

1.6 Insolvency Act 1986

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this deed.

2. COVENANT TO PAY

- 2.1 The Chargor shall on demand pay and discharge the Secured Liabilities when they become due and payable.
- 2.2 If the Chargor fails to pay any amount payable by it under this deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly, provided that neither the covenant to pay in clause 2.1 nor the obligation to pay interest pursuant to this clause 2.2 nor the security created by this Charge shall extend to or include any liability or sum which would cause such covenant, obligation or security to be unlawful under any applicable law.

3. GRANT OF SECURITY

3.1 Charging clause

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee:

- 3.1.1 charges to Seddons by way of legal mortgage all Property (if any) now vested in or charged to the Chargor;
- 3.1.2 charges to Seddons, by way of first fixed charge:
 - 3.1.2.1 all present and future interests of the Chargor not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;
 - 3.1.2.2 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to any property;

- 3.1.2.3 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Chargor's business or the use of any Charged Property and all rights in connection with them;
- 3.1.2.4 all present and future goodwill and uncalled capital for the time being of the Chargor;
- 3.1.2.5 all rights, money, Investments or property accruing, offered or issued at any time by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;
- 3.1.2.6 all Equipment; and
- 3.1.2.7 all monies from time to time standing to the credit of the Accounts;
- 3.1.3 (save in respect of property and assets located in Scotland which may already be charged by clauses 3.1.1 and 3.1.2, which irrespective of being subject to such charge, shall also be charged by way of floating charge) charges to Seddons, by way of first floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2; and
- 3.1.4 with full title guarantee assigns to Seddons absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
 - 3.1.4.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
 - 3.1.4.2 the benefit of each Relevant Agreement and the benefit of any guarantee or security for the performance of a Relevant Agreement.

3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1.3 shall to the extent permitted by law automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- 3.2.1 the Chargor:
 - 3.2.1.1 creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of Seddons or any trust in favour of another person; or
 - 3.2.1.2 disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
- 3.2.2 a Receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
- 3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or

3.2.4 Seddons receives notice of the appointment of, or a proposal or an intention to appoint, an Administrator of the Chargor.

3.3 Conversion of floating charge by notice

Seddons may by written notice from Seddons to the Chargor convert the floating charge created under this deed into a fixed charge as regards any part of the Charged Property specified by Seddons in that notice provided that an Event of Default is subsisting or Seddons reasonably believes that any Charged Property may be seized by a third party.

~~3.4 Assets acquired after any floating charge crystallisation~~

Any asset acquired by the Chargor after any crystallisation of the floating charge created under this deed which but for such crystallisation would be subject to a floating charge shall (unless Seddons confirms in writing to the contrary) be charged to Seddons by way of first fixed charge.

4. SET-OFF

In addition to any lien or right to which Seddons may be entitled by law, Seddons may at any time after this deed becomes enforceable under clause 9, set off any sums it owes the Chargor against any sums it is owed by the Chargor in satisfaction of such of the Secured Liabilities as are then due and payable.

5. SEDDONS' LIABILITY

Seddons will not be liable for any loss or damage resulting from any act or default in relation to this deed other than loss or damage caused by Seddons' wilful default or negligence.

6. POWER OF ATTORNEY

The Chargor, by way of security irrevocably appoints Seddons to be the attorney of the Chargor, with full power of substitution and delegation, in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds, instruments and documents or take continue or defend any proceedings which may be required by Seddons pursuant to this deed or the exercise of any of its powers under and in connection with this deed.

7. LIABILITY OF THE CHARGOR

7.1 Liability not discharged

The liability of the Chargor under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

7.1.1 any security, guarantee, indemnity, remedy or other right held by or available to Seddons being or becoming wholly or partially illegal, void or unenforceable on any ground; or

7.1.2 Seddons renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

7.1.3 any other act or omission which but for this provision might have discharged or

otherwise prejudiced or affected the liability of the Chargor.

7.2 Immediate recourse

The Chargor waives any right it may have of requiring Seddons to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this deed against the Chargor.

8. COVENANTS

The Chargor covenants with Seddons during the continuance of the security constituted by this deed in the terms set out in Schedule 1.

9. ENFORCEMENT

9.1 Enforcement events

The security constituted by this deed shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 2. The parties to this deed agree that the provisions of Schedule 2 shall apply to this deed and shall be binding between them.

9.2 Receiver's powers

A Receiver shall have, in addition to the powers conferred on Receivers by statute, the further powers set out in Schedule 3.

9.3 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and this deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, Seddons shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of that Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as Seddons in its absolute discretion may from time to time determine. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as Seddons may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

10. COSTS AND INDEMNITY

10.1 Costs

The Chargor shall pay to or reimburse Seddons and any Receiver on demand, on a full indemnity basis, all Costs incurred by Seddons and/or any Receiver in relation to:

10.1.1 this deed or the Charged Property; or

10.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of Seddons' or the Receiver's rights under this deed; or

10.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this deed or the

Secured Liabilities) together with, in the case of clause 10.1.2 and clause 10.1.3, Interest on the amount due.

10.2 Indemnity

10.2.1 Seddons and any Receiver and its respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

10.2.1.1 the exercise or purported exercise, preservation or enforcement of any ~~of the powers, authorities or discretions vested in them under this deed~~; or

10.2.1.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or

10.2.1.3 any default or delay by the Chargor in performing any of its obligations under this deed.

10.2.2 Seddons may retain and pay all matters mentioned in clause 10.2.1 out of money received under the powers conferred by this deed.

11. CURRENCY INDEMNITY

11.1 If any payment in connection with this deed is made or falls to be satisfied in a currency other than the currency in which the relevant payment is expressed to be payable, to the extent that the payment received by Seddons, at the rate of exchange, falls short of the amount expressed to be payable in connection with this deed the Chargor will indemnify Seddons against the amount of that shortfall.

11.2 For the purposes of clause 11.1 "**rate of exchange**" means the rate at which Seddons on or about the date of the relevant payment is able to purchase the currency in which the payment is expressed to be payable and will take into account any premium and other costs of exchange.

12. PAYMENT

12.1 All payments to be made by the Chargor under this deed will be paid in immediately available, freely transferable cleared funds to an account nominated from time to time by Seddons for this purpose.

12.2 The Chargor will make all payments under this deed without set-off or counterclaim and without withholding or deducting, except where required by law, any Taxes. If the Chargor is required by law to make any such withholdings or deductions, the Chargor will pay to Seddons additional amounts to ensure that Seddons receives a net amount equal to the full amount it would have received if no withholding or deduction had been required.

13. RELEASE

13.1 Subject to clause 15.3, upon the expiry of the Security Period (but not otherwise) Seddons shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this deed.

13.2 This deed shall remain in full force in all other respects, as a continuing security for

the Secured Liabilities in accordance with clause 15.2.

14. ASSIGNMENT AND TRANSFER

14.1 Assignment by Seddons

Seddons may at any time, without the consent of the Chargor, assign or transfer the whole or any part of Seddons' rights and/or obligations under this deed to any person.

14.2 Assignment by the Chargor

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

15. FURTHER PROVISIONS

15.1 Independent security

This deed shall be in addition to and independent of every other security or guarantee which Seddons may at any time hold for any of the Secured Liabilities and no prior security held by Seddons over the whole or any part of the Charged Property shall merge in the security created by this deed.

15.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, unless and until Seddons discharge this deed in writing.

15.3 Discharge conditional

Any release, discharge or settlement between the Chargor and Seddons shall be deemed conditional upon no payment or security received by Seddons in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, Receivership or otherwise and, notwithstanding any such release, discharge or settlement:

15.3.1 Seddons or its nominee shall be at liberty to retain this deed and the security created by or pursuant to this deed, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as Seddons shall deem necessary (acting reasonably) to provide it with security against any such avoidance, reduction or order for refund; and

15.3.2 Seddons shall be entitled to recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.

15.4 Certificates

A certificate of determination by Seddons as to any amount for the time being due to it from the Chargor shall (in the absence of any manifest error) be conclusive evidence of the amount due.

15.5 Rights cumulative

The rights and powers of Seddons conferred by this deed are cumulative, may be exercised as often as Seddons considers appropriate, and are in addition to its rights and powers under the general law.

15.6 Waivers

Any waiver or variation of any right by Seddons (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by Seddons and applies only in the circumstances for which it was given and shall not prevent Seddons from subsequently relying on the relevant provision.

15.7 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of Seddons shall in any way preclude Seddons from exercising any right or power under this deed or constitute a suspension or variation of any such right or power.

15.8 Delay

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

15.9 Single or partial exercise

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other such right.

15.10 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this deed.

15.11 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

15.12 Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

15.13 Third party rights

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

15.14 Notices to be given by the Chargor

The Chargor shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Charged Property):

15.14.1 give notice to each insurer that it has assigned its rights and interest in and under each Insurance Policy under clause 3.1.4.1 and use its reasonable endeavours to procure that each addressee of any such notice promptly provides Seddons an acknowledgement of the notice of Seddons' interest;

15.14.2 give notice to each counterparty to a Relevant Agreement that it has assigned its rights and interest in and under that Relevant Agreement under clause 3.1.4.2 and use its reasonable endeavours to procure that each addressee of any such notice promptly provides to Seddons an acknowledgement of the notice of Seddons' interest;

15.14.3 give notice to any bank, financial institution or other person with whom it has an account that it has charged to Seddons its rights and interests under that account under clause 3.1.2.7 and use its reasonable endeavours to procure that each addressee of any such notice promptly provides to Seddons an acknowledgement of the notice of Seddons' interest.

The Chargor shall obtain Seddons' prior approval of the form of any notice or acknowledgement to be used under this clause 15.14.

15.15 Representations and Warranties

15.16 The Chargor represents and warrants to Seddons (and such representations and warranties will be deemed to be repeated on each day until all Secured Liabilities are fully and unconditionally paid or discharged) in the terms set out in Schedule 5.

16. NOTICES

16.1 Every notice, demand or other communication under this deed shall be in writing and shall be served by sending the same by first class post or hand:

16.1.1 in the case of Seddons to: Seddon Building Plodder Lane, Edge Fold, Bolton, Greater Manchester, BL4 0NN, marked for the attention of Alison Brooks,

copied to Addleshaw Goddard LLP, Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH marked for the attention of Tom Speirs,

and Seddons may change its nominated service details by prior notice to the Chargor;

16.1.2 in the case of the Chargor to: Abbey Healthcare, Sutherland House, 70-78 West Hendon Broadway, London, England, NW9 7BT for the attention of Prabhdyal Singh Sodhi.

16.2 Notices given by post will be effective upon the earlier of either actual receipt or three (3) Business Days after mailing.

16.3 Notices delivered by hand will be effective upon delivery.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales.

17.2 Jurisdiction

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the rights of Seddons to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

17.3 Other service

The Chargor irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

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

SCHEDULE 1

Covenants

1. Statutory compliance

The Chargor shall comply with all relevant statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property provided that the Chargor shall not be in breach of this covenant where such breaches which are minor or administrative in nature.

2. Provision of information

The Chargor shall:

- 2.1 promptly provide to Seddons whatever information, documents or papers relating to the Charged Property as Seddons may reasonably from time to time request; and
- 2.2 inform Seddons promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in Property.

3. Insurance

3.1 The Chargor shall:

- 3.1.1 procure that the Property (if any) is insured and kept insured against loss or damage by the Insured Risks from time to time and to ensure that the insurance is maintained with reputable insurers;
- 3.1.2 to the extent that the same are not insured pursuant to Paragraph 3.1.1 above, to insure and keep insured all of its undertaking and assets with reputable and responsible insurers previously approved by Seddons (such approval not to be unreasonably withheld or delayed) in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities;
- 3.1.3 procure that the interests of Seddons are noted on all its policies of insurance relating to any Charged Property in such manner as Seddons may in its absolute discretion require; and
- 3.1.4 duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect.

The Chargor shall apply all monies received by virtue of any insurance of the whole or any part of any Property and any other property charged to Seddons in accordance with clause 3.1.2 in making good or in recouping expenditure incurred in making good the loss or damage to which the insurance proceeds relate.

4. Repair

The Chargor shall:

- 4.1 keep the buildings, installations and structures of the Property and all fixtures and fittings in or on them and other erections from time to time upon the Property in good

and substantial repair and good condition and in good working order (fair wear and tear excepted) and to replace any fixtures and fittings which have become worn out or otherwise unfit with new ones of equivalent quality and value;

4.2 in relation to any other property charged to Seddons in accordance with clause 3.1.2, at all times keep in good and substantial repair and condition such property including without limitation, all buildings, erections, structures and fixtures and fittings on and in such property from time to time; and

4.3 keep all Equipment in good repair, working order and condition and fit for its purpose.

5. Notice of breach

The Chargor shall promptly upon becoming aware of the same give Seddons notice in writing of any breach of any covenant set out in this Schedule 1.

6. Title Documents

6.1 The Chargor shall on the execution of this deed (or, if later, the date of acquisition of the relevant Charged Property) deposit with Seddons and Seddons shall during the continuance of this deed be entitled to hold all deeds and documents of title relating to the Charged Property (including all stock or share certificates) which are in the possession or control of the Chargor (and, if not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title).

6.2 At the same time as depositing documents with Seddons, or as the Seddons may direct, in accordance with paragraph 6.1 of this Schedule 1, the Chargor shall also deposit with Seddons, or as Seddons may direct:

6.2.1 all stock transfer forms relating to the Investments duly completed and executed by or on behalf of the Chargor, but with the name of the transferee, the consideration and the date left blank; and

6.2.2 any other documents (In each case duly completed and executed by or on behalf of the Chargor) that Seddons may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Investments,

so that Seddons may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

7. Pre-emption rights and restrictions on transfer

The Chargor shall:

7.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to Seddons or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and

7.2 procure the amendment of the share transfer provisions (including, but not limited to,

deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that Seddons may require in order to permit the transfer of the Investments to Seddons or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8. Dividends and voting rights before enforcement

- 8.1 Before the security constituted by this deed becomes enforceable, the Chargor may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to Seddons or any of its nominees, Seddons will hold all those dividends, interest and other monies received by it for the Chargor and will pay them to the Chargor promptly on request.
- 8.2 Before the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by Seddons or any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
 - 8.2.1 it shall not do so in any way that would breach any provision of the Facility Agreement or this deed or for any purpose inconsistent with the Facility Agreement or this deed; and
 - 8.2.2 the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in Seddons' opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Seddons' security under this deed.
- 8.3 The Chargor shall indemnify Seddons against any loss or liability incurred by Seddons (or its nominee) as a consequence of Seddons (or its nominee) acting in respect of the Investments at the direction of the Chargor.
- 8.4 Seddons shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Investments that Seddons considers prejudicial to, or impairing the value of, the security created by this deed.

9. Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

- 9.1 all dividends and other distributions paid in respect of the Investments and received by the Chargor shall be held by the Chargor on trust for Seddons and immediately paid into any account of the Chargor nominated by Seddons as a designated account for the purposes of this deed or, if received by Seddons, shall be retained by Seddons; and
- 9.2 all voting and other rights and powers attaching to the Shares shall be exercised by, or at the direction of, Seddons and the Chargor shall, and shall procure that its nominees shall, comply with any directions Seddons may give, in its absolute discretion, concerning the exercise of those rights and powers.

10. Calls on Investments

Notwithstanding the security created by this deed, the Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Chargor acknowledges that Seddons shall not be under any liability in respect of any such calls, instalments or other payments.

11. Further assurance

The Chargor, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as Seddons may reasonably require) in favour of Seddons as Seddons shall in its absolute discretion from time to time require over all or any part of the Charged Property for perfecting, protecting or facilitating the realisation of its security over the Charged Property and give all notices, orders and directions which Seddons may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

12. The Chargor's waiver of set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed).

13. Enforcement of rights

The Chargor shall use all reasonable endeavours to:

13.1 procure the prompt observance and performance of the covenants and other obligations imposed on the Chargor's counterparties (including each counterparty in respect of a Relevant Agreement and each insurer in respect of an Insurance Policy); and

13.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which Seddons may require from time to time.

14. Relevant Agreements

The Chargor shall, unless Seddons agrees otherwise in writing:

14.1 comply with the terms of;

14.2 not amend or vary or agree to any change in, or waive any requirement of;

14.3 not settle, compromise, terminate, rescind or discharge (except by performance); and

14.4 not abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement and any other document, agreement or arrangement comprising the Charged Property.

15. Negative pledge

The Chargor shall not create or permit to subsist any Security Interest over the Charged Property.

16. Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of the Charged Property or agree to do so without the prior written consent of Seddons (such consent not to be unreasonably withheld or delayed) save that the Chargor may, in the ordinary course of trading, dispose of the Charged Property charged by way of floating charge only.

SCHEDULE 2

Enforcement

1. Enforcement events

This deed shall be enforceable if:

- 1.1 any of the Secured Liabilities shall not be paid or discharged when the same becomes due and payable by the Chargor (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or
- 1.2 the Chargor shall be in breach of any of its obligations under this deed and that breach (if capable of remedy) has not been remedied to the satisfaction of Seddons within five Business Days of notice by Seddons to the Chargor to remedy the breach; or
- 1.3 an Event of Default occurs,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of Seddons, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and Seddons may in its absolute discretion enforce all or any part of the security created by this deed as it sees fit.

2. Statutory power of sale

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between Seddons and a purchaser from Seddons, arise on and be exercisable at any time after the execution of this deed, but Seddons shall not exercise such power of sale until the security constituted by this deed has become enforceable under paragraph 1 of this Schedule 2.

3. Extension of statutory powers

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by Seddons under this deed and are extended so as to authorise Seddons whether in its own name or in that of the Chargor to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Chargor with whatever rights relating to other parts of it and containing whatever covenants on the part of the Chargor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as Seddons think fit, but Seddons shall not exercise such power of sale until the security constituted by this deed has become enforceable under paragraph 1 of this Schedule 2.

4. Protection of third parties

No purchaser, mortgagee or other person dealing with Seddons or any Receiver shall be concerned:

- 4.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power Seddons or a Receiver is

purporting to exercise has become exercisable; or

4.2 to see to the application of any money paid to Seddons or any Receiver.

5. No liability as mortgagee in possession

Neither Seddons nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Property for which a mortgagee in possession might as such be liable.

6. Appointment of Receiver

6.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, Seddons may without further notice:

6.1.1 appoint under seal or by writing under hand of Seddons any one or more person or persons to be a Receiver or a Receiver and manager of all or any part of the Charged Property; and

6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of Seddons, remove any person appointed to be Receiver and may in like manner appoint another in his place.

Where more than one person is appointed Receiver, they will have power to act separately (unless the appointment by Seddons specifies to the contrary).

6.2 Seddons may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this deed which shall be due and payable immediately upon its being paid by Seddons.

7. Powers additional

7.1 The powers of sale and appointing a Receiver conferred by this deed shall be in addition to all statutory and other powers of Seddons under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

7.2 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be and remain exercisable by Seddons notwithstanding any prior appointment in respect of all or any part of the Charged Property.

8. Agent of the Chargor

Any Receiver appointed by Seddons under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for its acts and remuneration as well as for any defaults committed by it.

9. Powers of Receiver

Any Receiver appointed by Seddons under this deed shall in addition to the powers conferred

on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and in particular the powers set out in Schedule 4.

10. Post enforcement rights

10.1 After the security constituted by this deed has become enforceable:

10.1.1 all dividends, interest and other distributions paid in respect of the Charged Property and received by or on behalf of the Chargor shall be held on trust for Seddons and forthwith paid into an account designated by Seddons or, if received by Seddons, may be applied by Seddons as though they were the proceeds of sale and in either case shall be applied in accordance with paragraph 11 of this Schedule; and

10.1.2 all voting and other rights and powers attaching to the Charged Property shall be exercised by, or at the direction of, Seddons, and the Chargor shall, and shall procure that its nominees shall, comply with any directions Seddons may give concerning the exercise of those rights and powers.

11. Order of application of proceeds

All monies received by Seddons or a Receiver in the exercise of any enforcement powers conferred by this deed shall be applied:

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

11.2 second in paying the remuneration of any Receiver (as agreed between him and Seddons);

11.3 third in or towards discharge of the Secured Liabilities in such order and manner as Seddons shall determine; and

11.4 finally in paying any surplus to the Chargor or any other person entitled to it.

12. Section 109(8) Law of Property Act 1925

Neither Seddons nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

13. Suspense account

All monies received by Seddons or a Receiver under this deed may, at the discretion of Seddons or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between Seddons and the Chargor (such interest to be credited to such account) and any monies credited to the suspense account and may be held in such account for so long as Seddons or any Receiver sees fit provided that if such monies are sufficient to discharge the Indebtedness then they shall be applied in discharge of the Indebtedness in accordance with paragraph 11 of this Schedule.

14. Power of attorney

By way of security the Chargor irrevocably appoints Seddons and every Receiver separately to be the attorney of the Chargor and in its name and on its behalf and as its act and deed to execute any documents, and do any acts and things which:

- 14.1 the Chargor is required to execute and do under this deed; and/or
- 14.2 any attorney may deem necessary in exercising any of the powers, authorities and discretions conferred by this deed or by law on Seddons or any Receiver.

15. Ratification of acts of attorney

The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 14 of this Schedule 2.

16. Appointment of an Administrator

- 16.1 Seddons may without notice to the Chargor appoint any one or more persons to be an Administrator of the Chargor pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this deed becomes enforceable.
- 16.2 Any appointment under this paragraph 16 shall:
 - 16.2.1 be in writing signed by Seddons, and
 - 16.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.
- 16.3 Seddons may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 16 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

SCHEDULE 3

Further Powers of Receiver

1. To repair and develop Property

A Receiver may undertake or complete any works of repair, building or development on the Property.

2. To surrender leases

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Property upon such terms and subject to such conditions as he thinks fit.

3. To employ personnel and advisors

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he deems expedient.

4. To make VAT elections

A Receiver may make such elections for value added tax purposes as he thinks fit.

5. To charge remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as Seddons may prescribe or agree with him.

6. To realise Charged Property

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

7. To manage or reconstruct the Chargor's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Chargor.

8. To dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Chargor in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Chargor) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

9. To make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient.

10. To improve Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

11. To make calls on members

A Receiver may make calls conditionally or unconditionally on the members of the Chargor in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Chargor on its directors in respect of calls authorised to be made by them.

12. To appoint staff and agents

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

13. To insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 10, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

14. Law of Property Act 1925

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative Receiver in Schedule 1 of the Insolvency Act 1986.

15. To borrow

A Receiver may for any of the purposes authorised by this Schedule 4 raise money by borrowing from Seddons or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if Seddons shall consent to terms under which such security ranks in priority to this deed) as it shall think fit.

16. To redeem prior Encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be conclusive and binding on the Chargor and the monies so paid will be deemed to be an expense properly incurred by him.

17. To manage the Investments

A Receiver may exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Property in such manner as he may think fit.

18. Incidental powers

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 4 or which he lawfully may or can do as agent for the Chargor.

19. Scope of powers

Any exercise of any of these powers may be on behalf of the Chargor, the directors of the Chargor (in the case of the power contained in paragraph 11 of this Schedule 4) or himself.

SCHEDULE 4
Relevant Agreements

SCHEDULE 5

Representations and Warranties

1. Capacity

The Chargor has the capacity and power to enter into and perform its obligations as expressed in this deed and has taken all necessary action to authorise the granting of interests by way of security upon the terms and conditions of this deed and to authorise the ~~execution, delivery and performance of the obligations as expressed in this deed in~~ accordance with their respective terms.

2. Validity

Subject to the Reservations, this deed has been validly entered into by the Chargor and creates legal, valid and binding obligations upon the Chargor enforceable in accordance with its terms.

3. Non Conflict

The execution, delivery and performance by the Chargor of the terms of this deed do not and will not conflict with or result in a breach of, in any respect:

- 3.1 subject to the Reservations, any provision of any Law or any order, decree, permit or licence of any authority, agency or court binding on the Chargor or on any of its assets; or
- 3.2 any debenture or other deed, contract or other undertaking or instrument to which the Chargor is a party and which is binding upon it or any of its assets.

4. Event of Default

No Event of Default has occurred.

5. Litigation

No litigation, or other proceeding or claim is current or pending or, to the best of the knowledge, information and belief of the Chargor, threatened against the Chargor or any of the assets of the Chargor which could have a material adverse effect on the financial condition of the Chargor.

6. Repudiation

This deed is not liable to be avoided or otherwise set aside on the liquidation, administration or bankruptcy of the Chargor or otherwise; and

7. No Prohibition or Breach

There is no prohibition on assignment in any Insurance Policy or Relevant Agreement and the entry into this deed by the Chargor does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other agreement or instrument binding on the Chargor or its assets.

SIGNATURE PAGE

EXECUTED as a DEED by)
for and on behalf of ABBEY HEALTHCARE) **(Director)**

(CROMWELL) LTD)

in the presence of:)

WITNESS:

Signature

Name

Address

Occupation

(PLEASE COMPLETE IN CAPITALS)

EXECUTED as a DEED by)
SEDDON CONSTRUCTION LIMITED) **(Signature)**

in the presence of:)

WITNESS: [REDACTED]

Signature [REDACTED]

Name KULON JENNIFER BILLOWS

Address [REDACTED]

Occupation SOLICITOR

(PLEASE COMPLETE IN CAPITALS)

SIGNATURE PAGE

EXECUTED as a DEED by PRABHOYAL SOOHI)

for and on behalf of ABBEY HEALTHCARE)

(CROMWELL) LTD)

in the presence of:)

WITNESS:

Signature

Name

ANNA SEVERTOKA

Address

UNDERWOOD SOLICITORS LLP...
40 WELBECK ST.
LONDON W1G 8LN

Occupation

TRAINEE SOLICITOR

(PLEASE COMPLETE IN CAPITALS)



(Director)

EXECUTED as a DEED by)

SEDDON CONSTRUCTION LIMITED)

in the presence of:)

WITNESS:

Signature

Name

Address

(Signature)

Occupation

(PLEASE COMPLETE IN CAPITALS)