



Registration of a Charge

Company name: **CARE UK COMMUNITY PARTNERSHIPS (SUFFOLK) LIMITED**
Company number: **08212279**



X4C1EMPC

Received for Electronic Filing: **20/07/2015**

Details of Charge

Date of creation: **16/07/2015**
Charge code: **0821 2279 0008**
Persons entitled: **LEGAL AND GENERAL ASSURANCE (PENSIONS MANAGEMENT) LIMITED**
Brief description: **CEDRUS HOUSE, CREETING ROAD EAST, SUFFOLK IP14 5GD**
Contains fixed charge(s).
Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

JAMIE LEADER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8212279

Charge code: 0821 2279 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2015 and created by CARE UK COMMUNITY PARTNERSHIPS (SUFFOLK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2015 .

Given at Companies House, Cardiff on 21st July 2015

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 16 July

2015

CARE UK COMMUNITY PARTNERSHIPS
(SUFFOLK) LIMITED

- and -

LEGAL AND GENERAL ASSURANCE
(PENSIONS MANAGEMENT) LIMITED

SECURITY AGREEMENT

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL

Eversheds LLP
EVERSHEDS LLP
SOLICITORS
1 WOOD STREET
LONDON EC2V 7WS

DATE: 17 July 2015

Wedlake Bell

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INDEX

1.	DEFINITIONS AND INTERPRETATION.....	1
2.	COVENANT TO PAY	3
3.	CHARGING CLAUSE.....	3
4.	NEGATIVE PLEDGE AND OTHER RESTRICTIONS	4
5.	FURTHER ASSURANCE	5
6.	CONTINUING SECURITY.....	5
7.	REPRESENTATIONS AND WARRANTIES	5
8.	OPENING OF NEW ACCOUNTS.....	7
9.	POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS.....	7
10.	APPOINTMENT OF A RECEIVER.....	7
11.	POWERS OF A RECEIVER.....	8
12.	POWER OF ATTORNEY.....	9
13.	OTHER POWERS EXERCISABLE BY THE BENEFICIARY	10
14.	APPLICATION OF MONEY REALISED UNDER THIS SECURITY AGREEMENT	10
15.	PROTECTION OF THIRD PARTIES.....	11
16.	PROTECTION OF THE BENEFICIARY, ITS NOMINEE AND RECEIVER.....	11
17.	COSTS, EXPENSES AND LIABILITIES.....	11
18.	INTEREST ON OVERDUE AMOUNTS.....	12
19.	SET-OFF.....	12
20.	CURRENCY INDEMNITY.....	12
21.	TRANSFER BY THE BENEFICIARY.....	13
22.	EVIDENCE OF SECURED OBLIGATIONS.....	13
23.	THIRD PARTY RIGHTS	13
24.	FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS	14
25.	COUNTERPARTS	14
26.	SERVICE OF DEMANDS AND NOTICES	14
27.	GOVERNING LAW AND JURISDICTION	15

SCHEDULE 1 **17**

THIS SECURITY AGREEMENT made on

16 July

2015

BETWEEN:

1. **CARE UK COMMUNITY PARTNERSHIPS (SUFFOLK) LIMITED**, a company incorporated in England and Wales with registered number 08212279 having its registered office at Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex CO4 9QB as chargor (the "**Chargor**"); and
2. **LEGAL AND GENERAL ASSURANCE (PENSIONS MANAGEMENT) LIMITED** (Company Number 01006112) whose registered office is at One Coleman Street, London, EC2R 5AA (the "**Beneficiary**").

WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Unless the context otherwise requires, words or expressions defined in the Lease shall have the same meaning in this Security Agreement and, in addition, the following words and expressions shall have the following meanings:

"**Act**" means the Companies Act 2006;

"**Adverse Property Effect**" means, in the reasonable opinion of the Beneficiary, a material and adverse effect on (a) the value or marketability of the Property, (b) the ability of the Chargor to use the Property for the purposes for which it is currently used or (c) the validity or enforceability of, or the effectiveness or ranking of the Security Interest created or purported to be created by, this security Agreement in relation to the Property or the rights or remedies of the Lender under this Security Agreement.

"**Assets**" means, in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"**Business Day**" means a day on which banks are generally open for business in the City of London (excluding Saturdays, Sundays and bank or public holidays);

"**Charged Assets**" means any asset, right or property of the Chargor mortgaged or charged by Clause 3.1 (Creation of fixed security);

"**Land**" includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"**Lease**" means the lease of the Property dated 16th July 2015 and made between (1) the Beneficiary as landlord and (2) the Chargor as tenant;

"**Liability**" means any liability, damage, loss, cost, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;

"**Party**" means a party to this Security Agreement;

"**Permitted Security**" means:

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission of the Chargor; or

- (b) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and the supplier's standard or usual terms and not arising as a result of any default or omission of the Chargor;

"Property" means the leasehold property described in Schedule 1 (Registrable Land to be mortgaged);

"Receiver" means a receiver or a receiver and manager appointed under Clause 10.1 (Appointment) and (where the context requires or permits) includes any substituted receiver or receiver and manager;

"Report on Title" means the report on the freehold title to the Property dated 23rd December 2013 prepared and issued by Wedlake Bell LLP and addressed to the Beneficiary (amongst others);

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Beneficiary under the Lease and this Security Agreement, in each case together with all costs, charges and expenses incurred by the Beneficiary in connection with the protection, preservation or enforcement of its rights under the Lease and this Security Agreement;

"Securities" means all shares, stock, debentures, debenture stock, bonds and other investments, whether certificated or uncertificated and whether in registered or bearer form, including all depositary interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Security Interest" includes any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 Interpretation

Unless the context otherwise requires, in this Security Agreement:

- 1.2.1 references to a "Party" shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees;
- 1.2.2 "including" and "in particular" shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing";
- 1.2.3 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 1.2.4 "property" includes any interest (legal or equitable) in real or personal property and any thing in action;
- 1.2.5 "variation" includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly;
- 1.2.6 the singular shall include the plural and vice versa and any gender shall include the other genders;

1.2.7 any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances;

1.2.8 headings are inserted in this Security Agreement for convenience and shall not affect its interpretation;

1.3 Companies Acts

Expressions defined in the Act (and not redefined in this Security Agreement) shall have the same meanings in this Security Agreement, except that the expression "company" shall include a body corporate established outside Great Britain.

1.4 Statutes

Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor (as primary obligor and not merely as surety) covenants with the Beneficiary that it will, on the Beneficiary's written demand, pay or discharge the Secured Obligations at the times and in the manner provided in the Lease and this Security Agreement.

2.2 Demands

The making of one demand shall not preclude the Beneficiary from making any further demands.

2.3 Proviso

The covenants and guarantee contained in this Clause and the security created by this Security Agreement shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

3. CHARGING CLAUSE

3.1 Creation of fixed security

The Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Obligations, charges to the Beneficiary:

3.1.1 by way of legal mortgage, the Property;

3.1.2 by way of first fixed charge:

- (a) all interests and rights in or relating to the Property or the proceeds of sale of the Property;
- (b) all buildings and other erections or structures, fixtures, fittings, equipment, plant and machinery now attached to or present at the Property and forming part of the demise to the Chargor pursuant to the terms of the Lease (and including, for the avoidance of doubt, all the Landlord's fixtures and fittings as defined in the Lease);
- (c) all Tenant's Equipment (as defined in the Lease) from time to time attached to or present at the Property;

- (d) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to the Property; and
- (e) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting the Chargor which relate to the Property or which are now or in the future deposited by it with the Beneficiary, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them).

3.2 Application to the Land Registry

The Chargor:

3.2.1 in relation to each register of title of any present and future land of it which is charged to the Beneficiary under this Security Agreement or pursuant to Clause 5 (Further Assurance), consents to the Beneficiary (or its solicitors) at any time submitting to the Land Registry:

- (a) a form AN1 (Application to enter an agreed notice) in respect of the security created by this Security Agreement; and
- (b) a Form RX1 (Application to register a restriction) in the following terms:
 - (i) "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Beneficiary] referred to in the charges register or their conveyancer."; and

3.2.2 covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 3.1 (Creation of fixed security) at its own expense, immediately following its execution of this Security Agreement.

3.3 Right of redemption

Upon the payment or discharge of all Secured Obligations, the Beneficiary shall on request by the Chargor (at the Chargor's cost) release its Assets from the charges created by Clause 3 of this Security Agreement. Such release shall not prejudice the rights of the Beneficiary under Clause 14.3 (Retention of Security) and Clause 17 (Costs, expenses and liabilities).

4. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

4.1 Negative Pledge

4.1.1 The Chargor shall not, unless otherwise expressly permitted pursuant to the terms of the Lease (including, for the avoidance of doubt, clause 4.2):

- (a) create, or agree or attempt to create, or permit to subsist, any Security Interest (except under this Security Agreement) or any trust over any of the Charged Assets, or permit any lien to arise or subsist over any of the Charged Assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Charged Assets, or part with possession or ownership of them, or purport or agree to do so.

4.2 Permitted Security

4.2.1 Clause 4.1 does not apply to any Security Interest that is Permitted Security.

5. FURTHER ASSURANCE

The Chargor shall, if and whenever required in writing by the Beneficiary and at its own cost, forthwith execute and deliver in such form as the Beneficiary may require (acting reasonably) such other assurances, deeds, instruments, notices and documents and shall perform such acts as the Beneficiary may require for enhancing or perfecting this Security Agreement or preserving the Charged Assets or for facilitating the enforcement or realisation of this Security Agreement or the exercise of any powers, authorities and discretions conferred by this Security Agreement or by law on the Beneficiary.

6. CONTINUING SECURITY

This Security Agreement shall be a continuing security for the Beneficiary, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by the Beneficiary as landlord against the Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held.

7. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Beneficiary on the date of this Security Agreement as follows.

7.1 Property

7.1.1 Except as disclosed in the Report on Title, the Chargor represents and warrants that:

(a) Legal and beneficial owner

It is the legal and beneficial owner of the Property;

(b) No security

The Security Interest created by this Security Agreement constitutes first priority Security Interest over the assets which are expressed to be subject to such Security Interest and those assets are not subject to any other Security Interest (except those created by this Security Agreement).

7.1.2 The information provided to the professional firms or advisors who have signed or were engaged in the preparation of the Report on Title (a) was true and complete in all material respects at the date upon which it was given and (b) did not omit any factual matter which, if disclosed, would have an Adverse Property Effect.

7.1.3 Since the date upon which the information referred to at clause 7.1.2 above was first supplied to such professional firms or advisors, no event or circumstance has arisen, nor further information come to the knowledge of the Chargor, which would render that information first supplied untrue or misleading in any respect or which, if disclosed, would have an Adverse Property Effect.

7.2 Status

It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales and it has the power to own its assets and carry on its business and other activities as they are being conducted.

7.3 Binding obligations

The obligations expressed to be assumed by it in this Security Agreement are, and at all relevant times have been, legal, valid, binding and enforceable obligations (subject to the principle that equitable remedies are discretionary and subject to any applicable insolvency laws).

7.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Security Agreement do not and will not conflict with or result in any breach of (a) any law or regulation applicable to it, (b) its constitutional documents or (c) any agreement or instrument binding upon it or any of its assets.

7.5 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Security Agreement and the transactions contemplated by this Security Agreement.

7.6 Validity and admissibility in evidence

All Authorisations required or desirable (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Security Agreement, and (b) to make this Security Agreement admissible in evidence in England and Wales, have been obtained or effected and are in full force and effect (and the Chargor is not aware of any circumstance having arisen by which they might be withdrawn or varied, in whole or part).

7.7 No event of default

No event set out in clause 10.1 has occurred or is continuing or might reasonably be expected to result from the execution of this Security Agreement or from effect being given to its provisions and no person who holds any Security Interest over any asset of the Chargor has enforced or given notice of its intention to enforce such Security Interest.

7.8 Commercial benefit

It enters into this Security Agreement in good faith and for the purposes of the promotion of the success of its business and it has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Security Agreement and has satisfied itself that there are reasonable grounds for believing that by executing this Security Agreement it will derive commercial benefit.

7.9 Centre of main interest

For the purposes of the EC Regulation its COMI is situated in England and Wales and it has no Establishment outside England and Wales.

7.10 Repetition of representations and warranties

The representations and warranties contained in Clause 7.1 shall be deemed to be repeated on each day on which there are any Secured Obligations outstanding by reference to the facts and circumstances then subsisting.

7.11 Consolidation of mortgages

Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this Security Assignment.

8. OPENING OF NEW ACCOUNTS

8.1 Creation of new account

On receiving notice that the Chargor has created a Security Interest over or otherwise encumbered or disposed of any of the Charged Assets, the Beneficiary may rule off all its accounts and open new accounts with the Chargor.

8.2 Credits to new account

If the Beneficiary does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to the Beneficiary shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to the Beneficiary at the time when it received such notice.

9. POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS

9.1 Section 103 of the LPA

Section 103 of the Law of Property Act 1925 shall not apply to this Security Agreement, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Security Agreement. However, the Beneficiary shall not exercise such power of sale until this Security Agreement has become enforceable.

9.2 Powers of sale extended

The statutory powers of sale, leasing and accepting surrenders exercisable by the Beneficiary by virtue of this Security Agreement are extended so as to authorise the Beneficiary (whether in its own name or that of the Chargor) to:

- 9.2.1 grant a lease of any Charged Assets vested in the Chargor or in which it has an interest on such terms and conditions as the Beneficiary shall think fit; and
- 9.2.2 sever any fixtures from a Charged Asset vested in the Chargor and sell them separately.

10. APPOINTMENT OF A RECEIVER

10.1 Appointment

At any time after:

- 10.1.1 any event or circumstance set out in paragraphs (a) – (f) of clause 10.1 (Forfeiture) of the Lease has occurred;
- 10.1.2 any breach by the Chargor of the representations or the undertakings or covenants of this Security Agreement;
- 10.1.3 a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to the Chargor;
- 10.1.4 notices to creditors are sent out under section 98 of the Insolvency Act 1986 in relation to the Chargor;

- 10.1.5 a proposal is made in relation to the Chargor for a voluntary arrangement under Part I of the Insolvency Act 1986;
- 10.1.6 any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Charged Assets;
- 10.1.7 a step or proceeding is taken in relation to the Chargor with a view to seeking a moratorium; or
- 10.1.8 a request has been made by the Chargor to the Beneficiary for the appointment of a Receiver over its Assets;

then this Security Agreement shall become enforceable and, notwithstanding the terms of any other agreement between the Chargor and the Beneficiary, the Beneficiary may, unless precluded by law, appoint in writing any person or persons to be a receiver or a receiver and manager, receivers or receivers and managers of all or any part of the Charged Assets, as the Beneficiary may choose in its entire discretion.

10.2 Power to act separately

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Beneficiary shall specify to the contrary.

10.3 Receiver's remuneration

The Beneficiary may from time to time determine the remuneration of a Receiver.

10.4 Removal of Receiver

The Beneficiary may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Charged Assets of which he is the Receiver.

10.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- 10.5.1 the Beneficiary from making any subsequent appointment of a Receiver over all or any Charged Assets over which a Receiver has not previously been appointed or has ceased to act; or
- 10.5.2 the appointment of an additional Receiver to act while the first Receiver continues to act.

10.6 Receiver's agency

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Beneficiary.

11. POWERS OF A RECEIVER

11.1 General

The Receiver may exercise, in relation to the Charged Assets over which he is appointed, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- 11.1.1 sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any of the Charged Assets, without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, Securities or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of the Chargor;
- 11.1.2 sever any fixtures from the Charged Assets and/or sell them separately;
- 11.1.3 make any arrangement or compromise with the Beneficiary or others as he shall think fit;
- 11.1.4 make and effect all repairs, renewals and improvements to the Charged Assets and effect, renew or increase insurances on such terms and against such risks as he shall think fit;
- 11.1.5 appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- 11.1.6 redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- 11.1.7 pay the proper administrative charges of the Beneficiary in respect of time spent by their agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor;
- 11.1.8 commence and/or complete any building operations upon any Charged Asset and apply for and obtain any planning permissions, building regulation consents or licences, in each case as he may in his absolute discretion think fit; and
- 11.1.9 do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the relevant Charged Assets.

12. POWER OF ATTORNEY

12.1 Appointment of attorney

The Chargor, by way of security, hereby irrevocably appoints the Beneficiary (whether or not a Receiver or administrator has been appointed) and separately, any nominee and/or any Receiver to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to:

- 12.1.1 do anything which the Chargor is obliged to do (but has not done) in accordance with this Security Agreement, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and
- 12.1.2 enable the Beneficiary or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Security Agreement or by statute in relation to this Security Agreement or the Charged Assets charged, or purported to be charged, by it.

12.2 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

12.3 Sums recoverable

All sums expended by the Beneficiary, nominee and/or any Receiver under this Clause 12 shall be recoverable from each relevant Chargor under Clause 17 (Costs, expenses and liabilities).

13. OTHER POWERS EXERCISABLE BY THE BENEFICIARY

13.1 Receiver's powers

All powers of the Receiver conferred by this Security Agreement may be exercised by the Beneficiary after this Security Agreement has become enforceable. In that event, Clause 11.1.6 (Powers of Receiver) shall be read and construed as if the words "be charged on the Assets of the Chargor" were substituted for the words "be deemed an expense properly incurred by the Receiver".

13.2 Beneficiary's powers

The Beneficiary shall have no liability or responsibility to the Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause 13, except for its own gross negligence or wilful default.

14. APPLICATION OF MONEY REALISED UNDER THIS SECURITY AGREEMENT

14.1 Order of priority

Any money received or realised under the powers conferred by this Security Agreement shall be paid or applied in the following order of priority, subject to the discharge of any prior ranking claims:

14.1.1 in or towards satisfaction of the Secured Obligations in such manner and in such order as the Beneficiary shall decide in its unfettered discretion;

14.1.2 as to the surplus, if any, to the person or persons entitled to it.

14.2 Suspense account

The Beneficiary may, at any time after demand and until the irrevocable and unconditional payment to the Beneficiary of all Secured Obligations, place and keep to the credit of a suspense account any money received or realised by the Beneficiary by virtue of this Security Agreement. The Beneficiary shall have no intermediate obligation to apply such money in or towards the discharge of any Secured Obligation although if such money is sufficient to discharge the Secured Obligations in full, it shall be so applied by the Beneficiary as soon as reasonably practicable.

14.3 Retention of security

If the Beneficiary believes (acting reasonably) that any amount received by it under the Lease or this Security Agreement may be subject to a possible claim under insolvency law, the Beneficiary may keep any security held by it in respect of the Chargor's liability under the Lease or this Security Agreement for a period of one month plus such statutory period within which any such receipt may be avoided or invalidated after all Secured Obligations have been satisfied. If a claim is made against the Beneficiary within that period, the Beneficiary may keep the security until that claim has finally been dealt with.

15. PROTECTION OF THIRD PARTIES

15.1 No duty to enquire

No purchaser from, or other person dealing with, the Beneficiary, its nominee or any Receiver or administrator shall be concerned to enquire whether any of the powers which the Beneficiary has exercised or purported to exercise has arisen or become exercisable, or whether this Security Agreement has become enforceable, or whether any nominee, Receiver or administrator has been validly appointed, or whether any event or cause has happened to authorise the Beneficiary, any nominee or a Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

15.2 Receipt

The receipt of the Beneficiary shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Beneficiary.

16. PROTECTION OF THE BENEFICIARY, ITS NOMINEE AND RECEIVER

16.1 Limitation

Neither the Beneficiary nor any nominee or Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of its respective powers under or by virtue of this Security Agreement, except if and insofar as such Liability results from its or his own gross negligence or wilful default.

16.2 Entry into possession

Without prejudice to the generality of Clause 16.1 (Limitation), none of the Beneficiary, its nominee or any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Beneficiary or its nominee enters into possession of any Charged Assets, it shall be entitled at any time at its discretion to go out of possession.

17. COSTS, EXPENSES AND LIABILITIES

17.1 Costs and expenses

The Chargor will, promptly on the Beneficiary's written demand from time to time, reimburse the Beneficiary for all reasonable costs and expenses (including legal fees) on a full indemnity basis, together with VAT thereon, incurred by it in connection with the completion of the transactions and perfection of the Security Interests contemplated in this Security Agreement.

17.2 Enforcement costs

The Chargor will, within three Business Days of the Beneficiary's written demand, pay to the Beneficiary on a full indemnity basis the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out of pocket expenses) and any VAT thereon incurred by the Beneficiary in connection with the exercise, enforcement and/or preservation of any of its rights under this Security Agreement (or any document contemplated therein) or any proceedings instituted by or against the Beneficiary, in any jurisdiction.

17.3 Indemnity for Liabilities

The Chargor shall also, within three Business Days of the Beneficiary's written demand, reimburse or pay to the Beneficiary, its employees or agents and any nominee, on demand (on the basis of a full indemnity) the amount of all Liabilities incurred by the Beneficiary, its employees or agents or any nominee (except if and insofar as such Liability results from its or his own gross negligence or wilful default), in connection with:

- 17.3.1 any default or delay by the Chargor in the performance of any of its obligations under this Security Agreement;
- 17.3.2 the exercise, or the attempted or purported exercise, by or on behalf of the Beneficiary of any of its powers or any other action taken by or on behalf of the Beneficiary with a view to or in connection with the recovery of the Secured Obligations, the enforcement of the Security Interests created by this Security Agreement or for any other purpose contemplated in this Security Agreement;
- 17.3.3 the carrying out or consideration of any other act or matter which the Beneficiary may consider to be conducive to the preservation, improvement or benefit of any Asset; and
- 17.3.4 any stamp duty, stamp duty reserve tax or similar tax which may be payable as a result of the execution or performance of this Security Agreement.

18. INTEREST ON OVERDUE AMOUNTS

Any overdue amounts secured by this Security Agreement shall carry interest at the rate and in accordance with the terms (if any) agreed between the relevant Chargor and the Beneficiary or (in the absence of any such agreed rates) at the rate of three per cent per annum over the base lending rate from time to time of Barclays Bank plc or such other UK clearing bank as the Beneficiary may from time to time nominate in writing and (in either case) such interest shall accrue on a day-to-day basis to the date of repayment in full and, if unpaid, shall be compounded on the terms so agreed (or in the absence of such agreed terms) with quarterly rests on the Beneficiary's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

19. SET-OFF

The Beneficiary may retain any money standing to the credit of the Chargor with the Beneficiary in any currency upon any account or otherwise (whether or not in the Chargor's name) as cover for any Secured Obligations and/or at any time or times upon prior written notice to the Chargor combine or consolidate all or any of such money with all or such part of the Secured Obligations due or owing by it as the Beneficiary may select and the Beneficiary may purchase with any such money any other currency required to effect such combination or consolidation.

20. CURRENCY INDEMNITY

If, for any reason, any amount payable to the Beneficiary by the Chargor under this Security Agreement is paid or recovered in a currency other than that in which it is required to be paid (the "contractual currency"), then, to the extent that the payment to the Beneficiary (when converted into the contractual currency at its then applicable rate of exchange) falls short of the amount payable in the contractual currency, the Chargor shall, as a separate and independent obligation, fully indemnify the Beneficiary on demand against the amount of the shortfall.

21. TRANSFER BY THE BENEFICIARY

21.1 Transfer

The Beneficiary may at any time:

21.1.1 assign any of its rights; or

21.1.2 transfer by novation any of its rights and obligations;

under this Security Agreement to any person or otherwise grant an interest in them to any person.

21.2 Disclosure

The Chargor irrevocably authorises the Beneficiary, at its discretion, at any time or from time to time, to disclose on a confidential basis any information concerning the Chargor, this Security Agreement and the Secured Obligations:

21.2.1 to any associated company of the Beneficiary;

21.2.2 to any prospective assignee or transferee referred to in Clause 21.1 (Transfer) and any other person considered by the Beneficiary (acting reasonably) to be concerned in the prospective transaction; and

21.2.3 to any person who, as part of the arrangements made in connection with any transaction referred to in Clause 21.1 (Transfer), requires such information after the transaction has been effected.

The above authority is without prejudice to the Beneficiary's right of disclosure implied by law.

22. EVIDENCE OF SECURED OBLIGATIONS

A certificate signed (or, where reliance is being placed on it by any third party, appearing to be signed) by an officer of the Beneficiary as to the Secured Obligations for the time being due or owing from the Chargor to the Beneficiary shall be treated, in favour of the Beneficiary or any person to whom such certificate is issued, as conclusive evidence for all purposes against the Chargor and binding on it (save in the case of manifest error) and such certificate may be relied upon by the Beneficiary and any other such person in all circumstances without further enquiry.

23. THIRD PARTY RIGHTS

23.1 Directly enforceable rights

Pursuant to the Contracts (Rights of Third Parties) Act 1999:

23.1.1 the provisions of Clause 10 (Appointment of a receiver) to Clause 16 (Protection of the Beneficiary, its nominee and Receiver) inclusive shall be directly enforceable by any nominee or Receiver;

23.1.2 the provisions of Clause 15 (Protection of third parties) shall be directly enforceable by any purchaser; and

23.1.3 clause 22 (Evidence of Secured Obligations) shall be directly enforceable by any person to whom a certificate is issued under Clause 22.

23.2 Exclusion of Contracts (Rights of Third Parties) Act 1999

Save as otherwise expressly provided in Clause 23.1 (Directly enforceable rights), no person other than a Party shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Security Agreement, but without prejudice to any right or remedy of the third party which may exist or be available apart from that Act.

23.3 Rights of the Parties to vary

The Parties may by agreement vary any term of this Security Agreement (including this Clause 23) without the necessity of obtaining any consent from any other person.

24. FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS

24.1 Delay etc

All rights, powers and privileges under this Security Agreement shall continue in full force and effect, regardless of the Beneficiary, its nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them.

24.2 Severability

No provision of this Security Agreement shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

24.3 Illegality, invalidity, unenforceability

Any provision of this Security Agreement which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Security Agreement.

24.4 Variations

No variation of this Security Agreement shall be valid and constitute part of this Security Agreement, unless such variation shall have been made in writing and signed by the Beneficiary and the Chargor.

24.5 Consents

Save as otherwise expressly specified in this Security Agreement, any consent of the Beneficiary may be given absolutely or on any terms and subject to any conditions as the Beneficiary may determine in its entire discretion.

25. COUNTERPARTS

This Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document.

26. SERVICE OF DEMANDS AND NOTICES

26.1 Address

Any communication to be made under or in connection with this Security Agreement may be made or given by any manager, officer or agent of the Beneficiary in writing addressed to the Chargor and served on it at the address below:

Address: Connaught House
850 The Crescent
Colchester Business Park

Colchester
Essex CO4 9QB

Attention: Company Secretary;

or any substitute address, department or officer as the Chargor may notify to the Beneficiary, by not less than five Business Days' prior written notice.

26.2 Delivery

A notice or demand shall be deemed to be duly served on the Chargor:

26.2.1 if delivered by hand, at the time it is delivered; or

26.2.2 if sent by pre-paid first class post, at noon on the day following the day of posting and shall be effective even if it is misdelivered or returned undelivered.

Provided that, where delivery occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9.00 am on the next Business Day.

26.3 Beneficiary

Any communication or document to be made or delivered to the Beneficiary will be effective only when actually received by the Beneficiary and then only if it is expressly marked for the attention of any department or officer identified as part of its address details below (or any substitute address, department or officer that the Beneficiary shall specify for this purpose):

Address: Legal and General Assurance (Pensions Management) Limited

Attention: Senior Fund Manager, Managed Fund

26.4 Electronic mail

Notices under this Security Agreement may not be served by electronic mail or other electronic means of communication.

26.5 Notification of change

Promptly upon receipt of notification of an address or change of address pursuant to Clause 26.1 (Addresses) or changing its own address, the Beneficiary shall notify the other parties.

27. GOVERNING LAW AND JURISDICTION

27.1 Governing law

This Security Agreement and all non-contractual obligations arising in any way whatsoever out of or in connection with this Security Agreement shall be governed by, construed and take effect in accordance with English law.

27.2 Jurisdiction of English courts:

27.2.1 It is agreed in relation to claims brought by the Chargor that the courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Security Agreement (including without limitation claims for set off or counterclaim) or the legal relationships established by this Security Agreement.

27.2.2 In relation to claims brought by the Beneficiary the courts of England shall have non-exclusive jurisdiction. Nothing in this clause shall limit the right of the Beneficiary to

take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or otherwise.

27.2.3 The Chargor irrevocably waives any objections on the ground of venue or inconvenient forum or any similar grounds and irrevocably agrees that any judgment in any proceedings brought in any court referred to in this clause shall be conclusive and binding and may be enforced in any other jurisdiction.

THIS SECURITY AGREEMENT has been executed by the Chargor as a deed and signed by the Beneficiary and it shall take effect on the date stated at the beginning of this document.

SCHEDULE 1

Registrable Land to be Mortgaged

Name of Chargor/Proprietor	Description of Property	Title Number
Care UK Community Partnerships (Suffolk) Limited	Cedrus House, Creeping Road East, Stowmarket, Suffolk IP14 5GD	To be registered

EXECUTED (but not delivered until the date)
hereof) AS A DEED by CARE UK)
COMMUNITY PARTNERSHIPS (SUFFOLK))
LIMITED acting by a Director in the presence)
of:-)

Director

WITNESS:

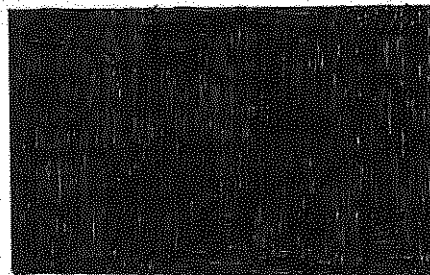
Signature

Name

Address

Occupation

EXECUTED (but not delivered until the date hereof))
AS A DEED by JONATHAN DAVID CALOW)
as attorney for CARE UK COMMUNITY)
PARTNERSHIPS (SUFFOLK) LIMITED in the presence of:-)



WITNESS:

Signature

Name

Address

Occupation

[Handwritten Signature]

Jo Martin

*MANICER HOUSE
READING
RG1 8RW*

Secretary