



Registration of a Charge

Company Name: **CARING HOMES (TOWCESTER) LIMITED**

Company Number: **11095864**



Received for filing in Electronic Format on the: **19/12/2022**

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Details of Charge

Date of creation: **15/12/2022**

Charge code: **1109 5864 0002**

Persons entitled: **SITUS ASSET MANAGEMENT LIMITED**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11095864

Charge code: 1109 5864 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2022 and created by CARING HOMES (TOWCESTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2022 .

Given at Companies House, Cardiff on 21st December 2022

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**

EXECUTION VERSION

COMMON SECURITY AGREEMENT

DATED 15 December **2022**

BETWEEN

THE COMPANIES LISTED IN SCHEDULE 1
as the Chargors

and

SITUS ASSET MANAGEMENT LIMITED
as Common Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 15 December 2022 and is made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (each a **Chargor**); and
- (2) **SITUS ASSET MANAGEMENT LIMITED** (the **Common Security Agent**) as common security trustee for the Common Secured Parties (as defined in the Intercreditor Agreement (as defined below)).

BACKGROUND:

- (A) Each **Chargor** enters into this Deed in connection with the Intercreditor Agreement (as defined below).
- (B) In respect of the Original **Chargors**, this Deed is supplemental to the Original Security Agreement.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

The terms **Account Bank, Asset Transfer Agreement, Authorisation, Lease Deeds of Variation, Development Document, General Account, Hedging Agreement, Lease Document, Managing Agent, Overarching Agreement, Rental Income, Security Document, Share Purchase Agreement, Subordinated Debt** and **Transitional Services Agreement** have the meaning given to them in the Senior Facilities Agreement and the construction of those terms survives any irrevocable repayment of all amounts under the Senior Finance Documents in full and/or the termination of the Senior Facilities Agreement and the Senior Finance Documents.

Act means the Law of Property Act 1925.

Bank of Scotland Charged Account means the account held by Bank of Scotland in the name of Bank of Scotland re Aria Healthcare Group Ltd. (formerly known as Caring Homes Healthcare Group Limited), with account name BoSRe: Caring Homes Hcare GRP Ltd-Bacs, sort code 80-20-00 and account number 10445068 as such account may be redesignated and/or renumbered from time to time.

Common Secured Obligations has the meaning given to that term in the Intercreditor Agreement.

Common Secured Party has the meaning given to that term in the Intercreditor Agreement.

Event of Default has:

- (a) prior to the Senior Discharge Date, the meaning given to the term “Event of Default” in the Senior Facilities Agreement; and
- (b) on or after the Senior Discharge Date, the meaning given to the term “Event of Default” in the Mezzanine Note Agreement.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Deed between (among others) the Chargors and the Common Security Agent.

Investments means:

- (a) all shares in any of the Obligors owned by a Chargor or held by any nominee or trustee on its behalf; and
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by a Chargor or held by any nominee or trustee on its behalf.

Jersey Assets means all and any of the undertaking, property and assets whatsoever of each Chargor (both present and future) located in Jersey or which are otherwise governed by Jersey law and which are validly secured by a Security Document governed by Jersey law and Jersey Asset will be construed accordingly.

Mezzanine Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Mezzanine Note Agreement means the mezzanine subscription agreement dated on or about the date of this Deed between (among others) the Subscriber, the Agent, the Company and the Original Guarantors (each term as defined therein).

Mortgaged Property means all freehold or leasehold property included in the definition of Security Asset and, where the context so requires, includes any buildings on that property.

Original Chargors means:

- (a) GA HC REIT II CH U.K. L'Hermitage Ltd;
- (b) GA HC REIT II CH U.K. Senior Housing Portfolio Limited;
- (c) GA HC REIT II CH UK Walstead Limited;
- (d) Ivy Road (Norwich) Limited;
- (e) Ivy Place (Norwich) Limited;
- (f) Home of Compassion (Thames Ditton) Limited; and
- (g) Bawtree House (Sutton) Limited.

Original Security Agreement means the security agreement dated 21 October 2019 between the Original Chargors as chargors and Situs Asset Management Limited as security agent.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Relevant Account means each General Account.

Relevant Contract means:

- (a) an appointment of a Managing Agent;
- (b) an appointment of an Asset Manager;

- (c) any document setting out the terms and conditions of any Subordinated Debt;
- (d) the Share Purchase Agreement;
- (e) the Asset Transfer Agreement;
- (f) the Transitional Services Agreement;
- (g) the Overarching Agreement;
- (h) each Lease Deeds of Variation;
- (i) each warranty & indemnity policy relating to the Share Purchase Agreement; or
- (j) any other document designated as such by the Common Security Agent and a Chargor.

Scottish Assets means all and any of the undertaking, property and assets whatsoever of each Chargor (both present and future) located in Scotland or which are otherwise governed by Scots law and **Scottish Asset** shall be construed accordingly.

Security means a mortgage, charge, pledge, lien, standard security, assignment or assignation in security, hypothec or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect under the laws of any jurisdiction.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Common Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Senior Discharge Date has the meaning given to that term in the Intercreditor Agreement.

Senior Facilities Agreement means the senior facilities agreement dated 18 October 2019 between (among others) the Chargors and Situs Asset Management Limited as security agent as amended, supplemented and/or novated from time to time.

1.2 Construction

- (a) Capitalised terms defined in the Intercreditor Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Intercreditor Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a clearance system means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) a Debt Document or any other agreement or instrument is a reference to that Debt Document or other agreement or instrument as amended;
 - (iii) any **rights** in respect of an asset includes:

- (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
- (iv) any share, stock, debenture, bond or other security or investment includes:
- (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity,
- in each case, in respect of that share, stock, debenture, bond or other security or investment;
- (v) the term **this Security** means any Security created by this Deed; and
- (vi) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Debt Documents and of any other agreement or instrument between any Parties in relation to any Debt Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Common Security Agent (acting reasonably) considers that an amount paid to a Common Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) This document takes effect as a deed notwithstanding the fact that one party may only execute this document under hand.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Debt Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.

- (b) Notwithstanding any term of any Debt Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Common Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

1.4 Intercreditor Agreement

- (a) This Deed is a Senior Finance Document and is subject to the terms of the Intercreditor Agreement.
- (b) This Deed is subject to the terms of the Intercreditor Agreement. Notwithstanding anything to the contrary in this Deed, to the extent that any provision of this Deed conflicts with any of the terms of the Intercreditor Agreement, the parties agree that the terms of the Intercreditor Agreement shall prevail.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor shall pay or discharge the Common Secured Obligations in the manner provided for in the Debt Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Common Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Common Secured Obligations of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994) (or, in the case of Scottish Assets, with absolute warrandice).
- (c) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) that Chargor shall notify the Common Security Agent promptly;
 - (ii) this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition;
 - (iii) unless the Common Security Agent otherwise requires, that Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition; and
 - (iv) if that Chargor obtains the required consent or satisfies the relevant condition:
 - (A) that Chargor shall notify the Common Security Agent promptly; and
 - (B) all of that Chargor's rights under the document shall immediately be secured in accordance with this Deed.

- (d) The Common Security Agent holds the benefit of this Deed on trust for the Common Secured Parties under the terms of the Intercreditor Agreement.
- (e) In relation to the Original Chargors only, where this Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect.
- (f) In relation to the Original Chargors only, where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

2.2 Land

- (a) Each Chargor charges:
 - (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it (other than any Scottish Assets and any Jersey Assets); this includes the real property specified in Schedule 2 (Real Property); and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it (other than any Scottish Assets and any Jersey Assets).
- (b) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor:

- (a) charges by way of a first fixed charge all shares in each Obligor owned by it or held by any nominee, trustee, custodian or clearance system on its behalf; and
- (b) (to the extent that they are not the subject of a first fixed charge under paragraph (a) above) charges by way of a first fixed charge its interest (or any interest held by any nominee or trustee on its behalf) in all its Investments.

2.4 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (Land), each Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession (other than any Scottish Assets and any Jersey Assets).

2.5 Credit balances

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than a General Account or the Bank of Scotland Charged Account, any amount standing to the credit of any Account other than a General Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Accounts, any amount standing to the credit of a General Account and the debt represented by it.
- (c) Each Chargor charges by way of a first fixed charge all of its rights in respect of any account (other than the Bank of Scotland Charged Account) it has with any person other than the accounts referred to in paragraphs (a) and (b) above, any amount standing to the credit of any such account and the debt represented by it.

2.6 Book debts etc.

Each Chargor charges by way of a first fixed charge:

- (a) all of its Subordinated Debt;
- (b) all of its book and other debts;
- (c) all other moneys due and owing to it; and
- (d) the benefit of all rights in relation to any item under paragraphs (a) to (c) above.

2.7 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the **Insurance Rights**).
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.8 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

2.9 Other contracts

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) under each Lease Document;
 - (ii) in respect of all Rental Income;
 - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document;
 - (iv) under each Relevant Contract; and
 - (v) under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment (except for any Development Document).

in each case, excluding any Scottish Assets or Jersey Assets.

- (b) Subject to paragraph (c) below, each Chargor charges by way of a first fixed charge all of its rights in respect of any agreement, instrument or other document to which it is a party.
- (c) Paragraph (b) above does not apply to any agreement, instrument or other document to which a Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.9.
- (d) To the extent that they have not been effectively assigned under paragraph (a) above, each Chargor charges by way of a first fixed charge all of its rights listed under paragraph (a) above.

2.10 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) its uncalled capital; and
- (f) the benefit of all rights in relation to any item in paragraphs (a) to (e) above, in each case, excluding any Scottish Assets or Jersey Assets.

2.11 Development Documents

Each Chargor charges by way of a first fixed charge all of its rights under each Development Document.

2.12 Floating charge

- (a) Each Chargor charges by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2 (including, without limitation, all Scottish Assets).
- (b) Except as provided below, the Common Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.12 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing; or
 - (ii) the Common Security Agent reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) Subject to paragraph (d) below, the floating charge created by this Clause 2.12 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or

- (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (d) Paragraph (c) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The floating charge created by this Clause 2.12 shall (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed, or the Common Security Agent receives notice of an intention to appoint an administrator, in respect of that Chargor.
- (f) Neither Clause 2.12(b) nor Clause 2.12(e) shall apply to Scottish Assets.
- (g) The floating charge created by this Clause 2.12 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. RESTRICTIONS ON DEALINGS

No Chargor shall:

- (a) create or permit to subsist any Security over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset, except as expressly agreed in writing with the Common Security Agent or allowed (or not prohibited) under the Senior Facilities Agreement or this Deed.

4. LAND

4.1 Notices to tenants

- (a) Subject to paragraph (b) below, each Chargor must:
 - (i) serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for Occupational Tenants), on each tenant of the Mortgaged Property, such notice to be served:
 - (A) promptly after the date of this Deed for all tenants in place on that date; and
 - (B) for any new tenant as soon as reasonably practicable upon such tenant entering into a Lease Document; and
 - (ii) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for Occupational Tenants).
- (b) Notwithstanding paragraph (a) above, any person on whom notice would be required to be served under paragraph (a) above, which is also party to this Deed, acknowledges that by its entry into this Deed it has received notice of and accepts the Security as tenant of the Mortgaged Property and / or in respect of the applicable Lease Document to which it is a party.

4.2 Acquisitions

If a Chargor acquires any freehold or leasehold property in accordance with the Senior Facilities Agreement after the date of this Deed it shall:

- (a) notify the Common Security Agent promptly;

- (b) promptly on request by the Common Security Agent and at the cost of that Chargor, execute and deliver to the Common Security Agent a legal mortgage over that property in favour of the Common Security Agent in any form which the Common Security Agent may reasonably require;
- (c) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and
- (d) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at HM Land Registry.

4.3 HM Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

"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 [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

4.4 Deposit of title deeds

Each Chargor shall deposit with the Common Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and HM Land Registry search certificates and similar documents received by it or on its behalf or held to the order of the Common Security Agent by a firm of solicitors approved by the Common Security Agent (and the firm Osborne Clarke LLP in its capacity as solicitors for the Chargors is hereby approved by the Common Security Agent for such purpose).

5. INVESTMENTS

5.1 Deposit

Each Chargor shall immediately:

- (a) deposit with the Common Security Agent, or as the Common Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to any of its Investments, in accordance with the terms of the Intercreditor Agreement; and
- (b) execute and deliver to the Common Security Agent (or its nominee) all share transfers and other documents which may be requested by the Common Security Agent in order to enable the Common Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any of its Investments,

provided that in each case, neither the Common Security Agent nor any of its nominees will obtain the legal title to, or become the registered owner of any Investment prior to this Security becoming enforceable.

5.2 Calls

- (a) Each Chargor shall pay all calls or other payments due and payable in respect of any of its Investments.
- (b) If a Chargor fails to do so, the Common Security Agent may pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. That Chargor shall, promptly on request, reimburse

the Common Security Agent for any payment made by the Common Security Agent under this Clause 5.2.

5.3 Other obligations in respect of Investments

- (a) After an Event of Default which is continuing, each Chargor shall promptly send to the Common Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any of its Investments. If it fails to do so, the Common Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Common Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

5.4 Voting rights and dividends

- (a) Before this Security becomes enforceable:
 - (i) each Chargor may continue to exercise (or refrain from exercising) the voting rights and any other rights or powers in respect of its Investments; and
 - (ii) all dividends, distributions or other income paid or payable in relation to any of its Investments shall be paid to that Chargor in accordance with:
 - (A) prior to the Senior Discharge Date, the Senior Facilities Agreement; and
 - (B) on or after the Senior Discharge Date, the Mezzanine Note Agreement.
- (b) After this Security has become enforceable:
 - (i) the Common Security Agent or its nominee may exercise (or refrain from exercising), in the name of the relevant Chargor and without any further consent or authority on the part of the relevant Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise; and
 - (ii) if any Investments remain registered in the name of a Chargor, that Chargor irrevocably appoints the Common Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of any of its Investments.

6. ACCOUNTS

Each Chargor shall:

- (a) promptly serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Account Bank) on each Account Bank; and
- (b) use reasonable endeavours to procure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Account Bank).

7. HEDGING

Each Chargor must:

- (a) promptly following the execution of any Hedging Agreement, serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (Forms of letter for Hedge Counterparty), on each counterparty to a Hedging Agreement, such notice to be served; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (Forms of letter for Hedge Counterparty).

8. INSURANCES

Each Chargor must:

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 6 (Forms of letter for Insurers), on each counterparty to an Insurance; and
- (b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (Forms of letter for Insurers).

9. OTHER CONTRACTS

9.1 Notices of assignment/charge

Each Chargor shall:

- (a) promptly following written request by the Common Security Agent, serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 7 (Forms of letter for other Contracts), on each counterparty to each contract listed in Clause 2.9 (Other contracts) to which it is a party except for in respect of the contracts listed at Clause 2.9(a)(iv) where a notice is only required in relation to the contracts listed at (d) to (i) of the definition of Relevant Contracts;
- (b) upon entering into a contract listed in Clause 2.9 (Other contracts) to which it is a party, promptly following written request by the Common Security Agent, serve a notice of charge, substantially in the form of Part 2 of Schedule 7 (Forms of letter for other Contracts), on each counterparty to that contract listed in Clause 2.9 (Other contracts) to which it is a party;
- (c) in respect of each Development Document to which it is a party, promptly following an Event of Default which is continuing, serve a notice of charge, substantially in the form of Part 2 of Schedule 7 (Forms of letter for other Contracts), on each counterparty to that Development Document to which it is a party; and

- (d) use reasonable endeavours to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 7 (Forms of letter for other Contracts).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 Event of Default

This Security shall become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Discretion

After this Security has become enforceable, the Common Security Agent may enforce all or any part of this Security in any manner it sees fit or as the Instructing Group direct in each case in accordance with the terms of the Intercreditor Agreement.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable.

11. ENFORCEMENT OF SECURITY

11.1 General

- (a) For the purposes of all powers implied by statute, the Common Secured Obligations are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Common Security Agent are extended so as to authorise the Common Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Common Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

11.2 No liability as mortgagee in possession

Neither the Common Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.3 Privileges

The Common Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.4 Protection of third parties

No person (including a purchaser) dealing with the Common Security Agent or a Receiver or their agents need enquire:

- (a) whether the Common Secured Obligations have become payable;

- (b) whether any power which the Common Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Debt Documents; or
- (d) how any money paid to the Common Security Agent or to that Receiver is to be applied.

11.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Common Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor).
- (b) Each Chargor shall pay to the Common Security Agent, within three Business Days of demand, the costs and expenses incurred by the Common Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Debt Documents but at a time when amounts may or will become due, the Common Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

11.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Common Security Agent may after this Security has become enforceable appropriate all or any part of that financial collateral in or towards the satisfaction of the Common Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Common Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and each Common Secured Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

12. RECEIVER

12.1 Appointment of Receiver

- (a) Except as provided below, the Common Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Common Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Common Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Common Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Common Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

The Common Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Common Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act shall not apply.

12.4 Agent of each Chargor

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver (other than any contracts, engagements, acts, omissions, defaults and losses which arise from the gross negligence, wilful misconduct or fraud of such Receiver).
- (b) No Common Secured Party shall incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with Common Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be

exercised by the Common Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

13. POWERS OF RECEIVER

13.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 13 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

13.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.
- (b) A Receiver may discharge any person appointed by any Chargor.

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which it thinks fit.

13.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

13.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender).

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which it thinks fit.

13.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

13.11 Subsidiaries

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset.

13.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

13.15 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of any Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Common Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Common Security Agent and applied in accordance with the terms of the Intercreditor Agreement.

This Clause 14 is subject to the payment of any claims having priority over this Security. This Clause 14 does not prejudice the right of any Common Secured Party to recover any shortfall from any Chargor.

15. DELEGATION

15.1 Power of Attorney

The Common Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

15.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Common Security Agent or that Receiver (as the case may be) may think fit.

15.3 Liability

Neither the Common Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate (unless such damages, costs or losses arise as a result of the fraud, wilful misconduct or gross negligence of the Common Security Agent and/or any Receiver).

16. FURTHER ASSURANCES

- (a) Subject to Clause 16.12 (Possessory Collateral) of the Intercreditor Agreement, each Chargor shall promptly, at its own expense, take whatever action the Common Security Agent or a Receiver may require for:
 - (i) creating, perfecting or protecting any security over any Security Asset; or
 - (ii) after this Security has become enforceable, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Common Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes (without limitation):

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any asset, whether to the Common Security Agent, its nominee or any other person; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Common Security Agent may consider necessary.

17. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Common Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required under this Deed and which the relevant Chargor has failed to do (provided that the Common Security Agent has given the relevant Chargor not less than two Business Days' written notice) or generally after an Event of Default which is continuing. Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 17.

18. COMMON SECURITY AGENT

- (a) The Common Security Agent executes this Deed as common security trustee in the exercise of the powers and authority conferred and vested in it under the Intercreditor Agreement and any other Debt Document for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Debt Documents.
- (b) The Common Security Agent shall not owe any fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Common Security Agent is entitled to seek instructions from the Common Secured Parties in accordance with the provisions of the Intercreditor Agreement and any other Debt Documents at any time, and where it so acts or refrains from acting on the instructions of the Common Secured Party or the Common Secured Parties entitled to give instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

19. MISCELLANEOUS

19.1 Continuing Security

This Security is a continuing security and shall extend to the ultimate balance of the Common Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

19.2 Tacking

Each Senior Creditor shall perform its obligations under the Senior Facilities Agreement before the Senior Discharge Date and each Mezzanine Noteholder must perform its obligations under the Mezzanine Note Agreement before the Mezzanine Discharge Date (in each case including any obligation to make available further advances).

19.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Common Secured Party may open a new account with a Chargor.
- (b) If that Common Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Common Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Common Secured Obligations.

19.4 Time deposits

Without prejudice to any right of set-off any Common Secured Party may have under any other Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Common Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit shall automatically be renewed for any further maturity which that Common Secured Party considers appropriate.

19.5 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

19.6 Release of Chargor's rights

If the shares in an Obligor are disposed of as a result of enforcement of this Security or otherwise as expressly permitted under the Intercreditor Agreement and any other Debt Documents, each Chargor irrevocably authorises the Common Security Agent (on behalf of that Chargor and without requiring any authority or consent from any Obligor or Common Secured Party) to release (in whole or in part) that Obligor from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to that Chargor under or in connection with the Debt Documents as a result of that Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

20. RELEASE

At the end of the Security Period or otherwise as expressly permitted under the Senior Facilities Agreement and/or the Mezzanine Note Agreement the Common Security Agent shall, promptly at the request and cost of a Chargor, take whatever action is necessary to release its Security Assets from this Security.

21. GOVERNING LAW

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

22. ENFORCEMENT

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to non-contractual obligations arising from or in connection with this Deed or a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Deed has been executed as a deed and delivered by each Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1

CHARGORS

Name of Chargor	Jurisdiction of incorporation	Registration number (or equivalent, if any)
GA HC REIT II CH U.K. Jersey L'Hermitage Ltd		75107
GA HC REIT II CH U.K. Senior Housing Portfolio Limited	England & Wales	04258255
GA HC REIT II CH UK Walstead Limited	England & Wales	02144545
Ivy Road (Norwich) Limited	England & Wales	08574427
Ivy Place (Norwich) Limited	England & Wales	05602705
Home of Compassion (Thames Ditton) Limited	England & Wales	08574549
Bawtree House (Sutton) Limited	England & Wales	08739313
Caring Homes (Ware) Limited	England & Wales	09425036
Southlands Court (Bexhill) Limited	England & Wales	08574521
Caring Homes (Towcester) Limited	England & Wales	11095864
Westlin Water Lane Ltd	England & Wales	09651263
Aria Healthcare Group Ltd (formerly known as Caring Homes Healthcare Group Limited)	England & Wales	06367517
Aria Acquisition Ltd	England & Wales	14504918

SCHEDULE 2

REAL PROPERTY

No	Property	Title Number	Chargor
1	Abbey Crest Nursing Home, Essex Way, Sonning Common, Reading RG4 9RG	ON91174	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
2	Bawtree House, 75 Worcester Road, Sutton SM2 6QW	SGL548452	Bawtree House (Sutton) Limited
3	Bradbury House, New Street, Braintree CM7 1ES	EX647090	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
4	Claydon House Nursing Home, Wallands Crescent, Lewes BN7 2QT	ESX57608	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
5	Coppice Lea, Bletchingley Road, Merstham, Redhill RH1 3QN	SY550857	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	The Stables, Bletchingley Road, Merstham, Redhill RH1 3QN	SY584960	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land and building on the north side of Bletchingley Road, Merstham, Redhill	SY550984	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
6	Coxhill Manor Nursing Home, Station Road, Chobham, Woking GU24 8AU	SY190554	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
7	Cranmer Court, Farleigh Common, Warlingham CR6 9PE	SY322104	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Cranmer Court, Farleigh Common, Warlingham CR6 9PE	SY214508	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
8	Deer Park View Care Centre, Bushy Park Road, Teddington TW11 0DX	TGL309650	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
9	Denham Manor Nursing Home, Halings Lane, Denham, Uxbridge UB9 5DQ	BM86417	GA HC REIT II CH U.K. Senior Housing Portfolio Limited

No	Property	Title Number	Chargor
10	Dormy House, Ridgemount Road, Ascot SL5 9RL	BK299384	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
11	9a East Hill Drive, Liss GU33 7RR	SH9934	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	East Hill House, 9 East Hill Drive, Liss GU33 7RR	SH9935	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Laurel Cottage, 2 East Hill Drive, Liss GU33 7RR	SH9936	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	26 East Hill Drive, Liss GU33 7RR	SH9937	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Rose Cottage, East Hill Drive, Liss GU33 7RR	SH9938	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land on the north side of East Hill Drive, Liss	SH9939	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	The Old Forge, 24 East Hill Drive, Liss	HP470886	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land lying to the North of East Hill Drive, Liss	HP382289	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land lying to the north of East Hill Drive, Brow Hill, Liss	HP475598	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land adjoining East Hill House, East Hill Drive, Liss GU33 7RR	SH49579	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
12	Ferfoot Care Home, Old Hardenhuish Lane, Chippenham SN14 6HH	WT147273	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
13	30 St James Road, Tunbridge Wells TN1 2JZ	K28024	GA HC REIT II CH U.K. Senior Housing Portfolio Limited

No	Property	Title Number	Chargor
14	Frethey House Nursing Home, Bishops Hull, Taunton TA4 1AB	ST203951	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
15	Galsworthy House, Kingston Hill, Kingston Upon Thames KT2 7LX	SGL237240	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
16	Garth Nursing Home, Tower Hill Road, Dorking RH4 2AY	SY577382	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
17	Land lying on the South side of Park Avenue, Nuneaton	WK383188	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
18	Heffle Court, Station Road, Heathfield TN21 8DR	ESX235202	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
19	The Home Of Compassion, High Street, Thames Ditton KT7 0TS	SY706005	Home of Compassion (Thames Ditton) Limited
20	Hulcott Nursing Home, Hulcott, Aylesbury HP22 5AX	BM244758	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land at Hulcott, Aylesbury	BM142174	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land adjoining Hulcott Nursing Home, Hulcott, Aylesbury HP22 5AX	BM314841	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
21	Huntercombe Hall Nursing Home, Huntercombe Place, Nuffield, Henley-On-Thames RG9 5SE	ON124921	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
22	Ivy Court, 11 Ivy Road, Norwich NR5 8BF	NK371920	Ivy Place (Norwich) Limited
	Land on the north side of Bowthorpe Road, Norwich	NK445428	Ivy Place (Norwich) Limited
23	Kingsclear Nursing Home, Park Road, Camberley GU15 2LN	SY204727	GA HC REIT II CH U.K. Senior Housing Portfolio Limited

No	Property	Title Number	Chargor
24	Kippington Grange, Grange Road, Sevenoaks TN13 2PG	K714055	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
25	Knowle Park Nursing Home, Knowle Lane, Cranleigh GU6 8JL	SY565264	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land lying to the north east of Knowle, Knowle Lane, Cranleigh GU6 8JL	SY663360	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
26	The Magna Care Centre, Arrowsmith Road, Wimborne BH21 3BQ	DT59283	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
27	Mill House Care Home, Sheep Street, Chipping Campden GL55 6DR	GR291645	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
28	Miranda House Nursing Home, High Street, Royal Wootton Bassett, Swindon SN4 7AH	WT139689	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	77 High Street, Royal Wootton Bassett, Swindon SN4 7HA	WT131191	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
29	Moorlands Nursing Home, Macdonald Road, Lightwater GU18 5US	SY562850	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
30	Mount Pleasant Residential Home, Hollow Lane, Burton-On-Trent DE15 0DR	DY231958	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
31	Oak Manor Care Home, Dereham Road, Scarning, Dereham NR19 2PG	NK354632	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
32	Land and buildings on the north east side of Eynsham Road, Farmoor, Oxford	ON89188	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Land and buildings on the north east side of Eynsham Road, Farmoor, Oxford	ON161949	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	Oakenholt House, Eynsham Road, Farmoor, Oxford OX2 9NL	ON89187	GA HC REIT II CH U.K. Senior Housing Portfolio Limited

No	Property	Title Number	Chargor
33	Rectory House, West Street, Sompting, Lancing BN15 0DA	WSX119857	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
34	Rendlesham Care Centre, Suffolk Drive, Rendlesham, Woodbridge IP12 2TP	SK269053	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
35	St. Georges Nursing Home, Kenn Road, Bristol BS5 7PD	AV219115	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
36	19 Edward Road, Bromley BR1 3NG	SGL563638	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
37	Tall Trees Care Centre, Burford Road, Shipton Under Wychwood, Chipping Norton OX7 6DB	ON138668	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
	The Cottage, Tall Trees, Burford Road, Shipton Under Wychwood, Chipping Norton OX7 6DB	ON204428	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
38	Walstead Place, Scaynes Hill Road, Haywards Heath RH16 2QG	SX147321	GA HC REIT II CH UK Walstead Limited
39	96 Park Road, Camberley GU15 2LN	SY223932	GA HC REIT II CH U.K. Senior Housing Portfolio Limited
40	33 Hastings Road, Bexhill-On-Sea TN40 2HJ	ESX136586	Southlands Court (Bexhill) Limited
41	Land on the north west side of Water Lane, Towcester	NN279273	Westlin Water Lane Ltd
42	Riverside Place, Plaxton Way, Ware SG12 7FB	HD253306	Caring Homes (Ware) Limited
43	Abbey Crest Nursing Home, Essex Way, Sonning Common, Reading RG4 9RG	ON309456	Aria Healthcare Group Limited (formerly known as Caring Homes Healthcare Group Limited)
44	75 Worcester Road, Sutton SM2 6ND	SGL774666	

No	Property	Title Number	Chargor
45	Bradbury House, New Street, Braintree CM7 1ES	EX896975	
46	Claydon House Nursing Home, Wallands Crescent, Lewes BN7 2QT	ESX353863	
47	Coppice Lea, Bletchingley Road, Merstham, Redhill RH1 3QN	SY815039	
48	Coxhill Manor Nursing Home, Station Road, Chobham, Woking GU24 8AU	SY815040	
49	Cranmer Court, Farleigh Common, Warlingham CR6 9PE	SY815041	
50	Deer Park View Care Centre, Bushy Park Road, Teddington TW11 0DX	TGL386103	
51	Denham Manor Nursing Home, Halings Lane, Denham, Uxbridge UB9 5DQ	BM383682	
52	Dormy House, Ridgemount Road, Ascot SL5 9RL	BK457563	
53	East Hill House, East Hill Drive, Liss GU33 7RR	SH38387	
54	East Hill House, East Hill Drive, Liss GU33 7RR.	SH49639	
55	Ferfoot Care Home, Old Hardenhuish Lane, Chippenham SN14 6HH	WT312308	
56	30 St James Road, Tunbridge Wells TN1 2JZ	TT18465	
57	Frethey House Nursing Home, Bishops Hull, Taunton TA4 1AB	ST308939	
58	Galsworthy House, Kingston Hill, Kingston Upon Thames KT2 7LX	SGL742734	

No	Property	Title Number	Chargor
59	Garth Nursing Home, Tower Hill Road, Dorking RH4 2AY	SY815042	
60	Gildawood Court Residential Home, School Walk, Nuneaton (CV11 4UY)	WK470326	
61	Heffle Court, Station Road, Heathfield TN21 8DR	ESX353864	
62	The Home of Compassion, High Street, Thames Ditton KT7 0TS	SY841394	
63	Hulcott Nursing Home, Hulcott, Aylesbury HP22 5AX	BM383683	
64	Huntercombe Hall Nursing Home, Huntercombe Place, Nuffield, Henley-On-Thames RG9 5SE	ON309501	
65	Ivy Court, 11 Ivy Road, Norwich NR5 8BF	NK462690	
66	Land on the north side of Bowthorpe Road, Norwich	NK476120	
67	Kingsclear Nursing Home, Park Road, Camberley GU15 2LN	SY866695	
68	96 Park Road, Camberley GU15 2LN	SY866694	
69	Kippington Grange, Grange Road, Sevenoaks TN13 2PG	TT18466	
70	Knowle Park Nursing Home, Knowle Lane, Cranleigh GU6 8JL	SY815045	
71	The Magna Care Centre, Arrowsmith Road, Wimborne BH21 3BQ	DT403598	
72	Mill House Care Home, Sheep Street, Chipping Campden GL55 6DR	GR377174	

No	Property	Title Number	Chargor
73	Miranda House Nursing Home, High Street, Royal Wootton Bassett, Swindon SN4 7AH	WT312236	
74	Moorlands Nursing Home, Macdonald Road, Lightwater GU18 5US	SY815046	
75	Mount Pleasant Residential Home, Hollow Lane, Burton- On-Trent DE15 0DR	DY478918	
76	Oak Manor, Dereham Road, Scarning, Dereham NR19 2PG	NK431966	
77	Oaken Holt, Eynsham Road, Farmoor, Oxford (OX2 9NL)	ON338255	
78	Rectory House, West Street, Sompting, Lancing BN15 0DA	WSX359850	
79	Rendlesham Care Centre, Suffolk Drive, Rendlesham, Woodbridge IP12 2TP	SK349128	
80	St. George's Nursing Home, Kenn Road, Bristol BS5 7PD	BL133800	
81	Sundridge Court, 19 Edward Road, Bromley BR1 3NG	SGL742735	
82	Tall Trees Care Centre, Burford Road, Shipton Under Wychwood, Chipping Norton OX7 6DB	ON309459	
83	Walstead Place, Scaynes Hill Road, Haywards Heath RH16 2QG	WSX359851	
84	33 Hastings Road, Bexhill-On- Sea TN40 2HJ	ESX377969	
85	Land on the north west side of Water Lane, Towcester	NN382578 - To be allocated pending registration	
86	Riverside Place, Plaxton Way, Ware SG12 7FB	HD575587	

SCHEDULE 3
FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: Situs Asset Management Limited (as Common Security Agent (as defined below))

[Date]

Dear Sir or Madam,

Re: [Property address]

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We refer to the lease dated [] and made between [] and [] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Common Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account at [], Account No. [], Sort Code [] (the **Rent Account**).

The instructions in this letter apply until you receive notice from the Common Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Common Security Agent at [address], with a copy to us.

Yours faithfully,

.....
(Authorised Signatory) [Chargor]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Situs Asset Management Limited (as Common Security Agent)

Attention: []

[Date]

Dear Sir or Madam,

Re: [Property address]

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) , other than under the security agreement dated 21 October 2019 between, amongst others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited as a chargor and Situs Asset Management Limited as security agent, have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease, (or, if such notice has been received, we have previously received a further notice confirming that such security over the Lease has been irrevocably and unconditionally released);
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

For

[Occupational tenant]

SCHEDULE 4
FORMS OF LETTER FOR ACCOUNT BANK
PART 1
NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: Situs Asset Management Limited (as Common Security Agent) Dated:

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We irrevocably instruct and authorise you to:

- (a) disclose to the Common Security Agent any information relating to the Restricted Account requested from you by the Common Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Common Security Agent;
- (c) hold all sums standing to the credit of the Restricted Account to the order of the Common Security Agent; and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Common Security Agent.

We are not permitted to withdraw any amount from the Restricted Account without the prior written consent of the Common Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Common Security Agent at [ADDRESS] with a copy to us.

Yours faithfully

.....
(Authorised Signatory) [Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: Situs Asset Management Limited (as Common Security Agent) Copy: [Chargor]

Dated:

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) , other than under the security agreement dated 21 October 2019 between, amongst others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited as a chargor and Situs Asset Management Limited as security agent, have not received notice of the interest of any third party in the Restricted Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Account; and
- (d) will not permit any amount to be withdrawn from the Restricted Account without your prior written consent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
(Authorised signatory)

[Account Bank]

[By countersigning this letter the Common Security Agent agrees to the Account Bank paying all accrued interest on each Restricted Account to the Chargor in accordance with its normal business terms.

Yours faithfully

.....
(Authorised signatory)

[Common Security Agent] (as Common Security Agent)

SCHEDULE 5
FORMS OF LETTER FOR HEDGE COUNTERPARTY
PART 1

NOTICE TO HEDGE COUNTERPARTY

To: [Hedge Counterparty]

Copy: Situs Asset Management Limited (as Common Security Agent (as defined below))

[Date]

Dear Sir or Madam,

**Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior
Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we assigned absolutely, subject to a proviso for re-assignment on redemption, to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the Common Security Agent) all our rights under any hedging agreements between you and us (the Hedging Agreements).

We irrevocably instruct and authorise you to:

- (a) disclose to the Common Security Agent any information relating to the Hedging Agreements which the Common Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Agreements to our account at [], account number [], sort code [].

We confirm that:

- (i) we will remain liable under the Hedging Agreements to perform all obligations assumed by us under the Hedging Agreements; and
- (ii) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Hedging Agreements.

The instructions in this letter apply until you receive notice from the Common Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Common Security Agent at [address], with a copy to us.

Yours faithfully,

.....
(Authorised signatory) [Common Security Agent]

PART 2

ACKNOWLEDGEMENT OF HEDGE COUNTERPARTY

To: Situs Asset Management Limited (as Common Security Agent) Copy: [Chargor]

[Date]

Dear Sirs,

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Agreements (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) , other than under the security agreement dated 21 October 2019 between, amongst others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited as a chargor and Situs Asset Management Limited as security agent, have not received notice of any prior security over, or the interest of any third party in, the Hedging Agreements;
- (c) must pay any amount payable by us under the Hedging Agreements to the Chargor's account at [], Sort Code [], Account No. []; and
- (d) must accept your instructions in relation to each Chargor's rights under the Hedging Agreements.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[Hedge Counterparty]]

SCHEDULE 6
FORMS OF LETTER FOR INSURERS

PART 1

NOTICE TO INSURER

To: [Insurer]

Copy: Situs Asset Management Limited (as Common Security Agent (as defined below))

[Date]

Dear Sir or Madam,

**Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior
Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Common Security Agent in respect of the Insurance), unless and until you receive notice from the Common Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Common Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Common Security Agent in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Common Security Agent any information relating to the Insurance requested from you by the Common Security Agent.

The instructions in this letter may not be revoked or amended without the prior written consent of the Common Security Agent.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Common Security Agent at [address], with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF INSURER

To: Situs Asset Management Limited (as Common Security Agent) Copy: [Chargor]

[Date]

Dear Sir or Madam,

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the contract of insurance] (the **Insurance**).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

SCHEDULE 7
FORMS OF LETTER FOR OTHER CONTRACTS
PART 1
NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: Situs Asset Management Limited (as Common Security Agent (as defined below)) Dated:

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [Common Security Agent] (as trustee for the Common Secured Parties as referred to in the Security Agreement, the **Common Security Agent**) all our rights in respect of [insert details of Contract] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Common Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Common Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Common Security Agent or as it directs. The contact details for the Common Security Agent are as set out below or as otherwise notified to you from time to time by it.

We irrevocably instruct and authorise you to disclose to the Common Security Agent any information relating to the Contract requested from you by the Common Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Common Security Agent and you may comply with them without further permission from us or enquiry by you.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Common Security Agent at [ADDRESS], with a copy to us.

Yours faithfully

.....
(Authorised signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: Situs Asset Management Limited (as Common Security Agent) Copy: [Chargor]

Dated:

Security Agreement dated [] 2022 between, among others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited and Situs Asset Management Limited (the Security Agreement)

We confirm receipt from [] (the **Chargor**) of a notice dated [] of [an assignment]/[a fixed charge] on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

[We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.]

[We [also] confirm that we have not received notice of the interest of any third party in the Contract, other than under the security agreement dated 21 October 2019 between, amongst others, GA HC REIT II CH U.K. Senior Housing Portfolio Limited as a chargor and Situs Asset Management Limited as security agent.]

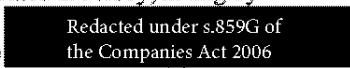

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully

.....
(Authorised signatory)
[Contract counterparty]

SIGNATORIES

Chargors

EXECUTED AS A DEED by **GA HC REIT II CH**) Signature in name of company
U.K. L'HERMITAGE LTD) **GA HC REIT II CH U.K. L'HERMITAGE**
a company incorporated in Jersey, acting by) **LTD**
Paul Ray Womble ) 
being a person who, in accordance with the laws of) Signature of authorised signatory
that territory, is acting under the authority of the
company

EXECUTED AS A DEED by
GA HC REIT II CH U.K. SENIOR HOUSING
PORTFOLIO LIMITED
acting by

)
)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of
the Companies Act 2006

Witness's signature: _____

Name: Lorna Grove.....

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA.....

.....

.....

EXECUTED AS A DEED by
GA HC REIT II CH UK WALSTEAD LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of
the Companies Act 2006

Witness's signature: _____

Name: Lorna Grove.....

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA.....

.....

.....

EXECUTED AS A DEED by
IVY ROAD (NORWICH) LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of the
Companies Act 2006

Witness's signature:

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....
.....

EXECUTED AS A DEED by
IVY PLACE (NORWICH) LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of the
Companies Act 2006

Witness's signature:

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....
.....

EXECUTED AS A DEED by)
HOME OF COMPASSION (THAMES DITTON))
LIMITED)
acting by)

Redacted under s.859G of the
Companies Act 2006
Paul Ray Womble, Director

In the presence of:
Witness's signature: ...

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....
.....

EXECUTED AS A DEED by)
BAWTREE HOUSE (SUTTON) LIMITED)
acting by)

Redacted under s.859G of the
Companies Act 2006
Paul Ray Womble, Director

In the presence of:
Witness's signature: ...

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....
.....

EXECUTED AS A DEED by
CARING HOMES (WARE) LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, ⁶⁶Director

In the presence of:

Witness's signature:

Redacted under s.859G of
the Companies Act 2006

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

EXECUTED AS A DEED by
SOUTHLANDS COURT (BEXHILL) LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Witness's signature:

Redacted under s.859G of
the Companies Act 2006

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

EXECUTED AS A DEED by
CARING HOMES (TOWCESTER) LIMITED
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of the
Companies Act 2006

Witness's signature: ...

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

EXECUTED AS A DEED by
WESTLIN WATER LANE LTD
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of
the Companies Act 2006

Witness's signature: ...

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

EXECUTED AS A DEED by
ARIA HEALTHCARE GROUP LTD
(FORMERLY KNOWN AS CARING HOMES
HEALTHCARE GROUP LIMITED
acting by

)
)
)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

In the presence of:

Redacted under s.859G of the
Companies Act 2006

Witness's signature:

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

EXECUTED AS A DEED by
ARIA ACQUISITION LTD
acting by

)
)
)

Redacted under s.859G of the
Companies Act 2006

Paul Ray Womble, Director

Witness's signature:

Redacted under s.859G of
the Companies Act 2006

Name: Lorna Grove

Address: 545 E John Carpenter Fwy, Irving, TX 75062, USA...

.....

.....

Common Security Agent

**EXECUTED as a DEED by
SITUS ASSET MANAGEMENT LIMITED,**

acting by

..... Edward Baker, an authorised signatory in
the presence of:

Redacted under s.859G of the
Companies Act 2006

.....
Authorised Signatory

Edward Baker
Vice President

Witness' signature:

Witness' name:

Witness' address:

Redacted under s.859G of
the Companies Act 2006

.....
E. BAKER

.....25 Canada Square, 34th Floor
Canary Wharf, London E14 5LB
.....
.....