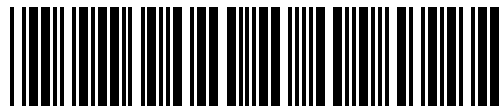




**Registration of a Charge**

Company Name: **HAMBERLEY CARE FV (BRISTOL) LIMITED**

Company Number: **11926287**



Received for filing in Electronic Format on the: **27/09/2021**

XADW36KX

**Details of Charge**

Date of creation: **17/09/2021**

Charge code: **1192 6287 0001**

Persons entitled: **HERITAGE SQUARE LIMITED (AS SECURITY TRUSTEE)**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **DAC BEACHCROFT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11926287

Charge code: 1192 6287 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2021 and created by HAMBERLEY CARE FV (BRISTOL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2021 .

Given at Companies House, Cardiff on 28th September 2021

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**

# DAC BEACHCROFT

## EXECUTION VERSION

Dated 17th September 2021

(1) **HAMBERLEY CARE FV (BRISTOL) LIMITED**  
(as Chargor)

and

(2) **HERITAGE SQUARE LIMITED**  
(as Security Agent)

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## Security Agreement

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DAC Beachcroft LLP  
Portwall Place Portwall Lane Bristol BS1 6HS UK. (Sat Nav/Geographical postcode: BS1 6NA)  
tel: +44 (0) 117 918 2000 fax: +44 (0) 117 918 2100  
OX7845 Bristol 1.

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THIS AGREEMENT is made the .....17th..... day of September.....2021

**BETWEEN:**

- (1) **HAMBERLEY CARE FV (BRISTOL) LIMITED**, a company registered in England and Wales (registered number 11926287) whose registered office is at One Vine Street, London W1J 0AH (the "Chargor")
- (2) **HERITAGE SQUARE LIMITED**, a company registered in England and Wales (registered number 08364250) whose registered office is at Elder House St Georges Business Park, Brooklands Road, Weybridge, Surrey KT13 0TS (the "Security Agent") as security trustee for the Secured Parties (as defined in the Facilities Agreement defined below).

**BACKGROUND:**

- (A) The Chargor enters into this Deed in connection with the Amendment Agreement and the Chargor's accession to the Facilities Agreement as an additional guarantor (as each such term is defined below)
- (B) It is intended that this agreement takes effect as a deed notwithstanding the fact that a party may only execute this agreement under hand.

**NOW THIS DEED WITNESSES** as follows:

**PART A: PRELIMINARY**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this deed unless the context otherwise requires the following words and expressions shall have the following meanings:

<b>"Act"</b>	means the Law of Property Act 1925;
<b>"Amendment Agreement"</b>	means the amendment agreement amending the Facilities Agreement dated on or around the date of this deed;
<b>"Borrower"</b>	means Hamberley Properties FV (Bristol) Limited (company number: 11728335);
<b>"Facilities Agreement"</b>	means the facilities agreement dated 11 September 2020 between (1) the Borrower (as borrower); (2) the Borrower (as guarantor); (3) Heritage Square Limited and Oasis Lending LLP (as original lenders); (4) Heritage Square Limited (as agent); (5) Heritage Square Limited (as security agent); and (6) Puma Property Finance Limited (as arranger) as amended by the Amendment Agreement;
<b>"Investments"</b>	means: <ul style="list-style-type: none"><li>(a) all Investments in any Subsidiary owned by the Chargor or held by any nominee or trustee on its behalf; and</li></ul>

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	(b) all other Investments, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf;
<b>"Mortgaged Property"</b>	means all freehold or leasehold property included in the definition of Security Asset;
<b>"Party"</b>	means a party to this Deed;
<b>"Receiver"</b>	means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;
<b>"Secured Liabilities"</b>	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 each Transaction Obligor to any Secured Party under each Finance Document;
<b>"Secured Party"</b>	has the meaning given to it in the Facilities Agreement;
<b>"Security Asset"</b>	means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed; and
<b>"Security Period"</b>	means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

## 1.2 Construction

- 1.2.1 Capitalised terms defined in the Facilities Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facilities Agreement will be construed as references to this Deed.
- 1.2.3 Unless a contrary indication appears, a reference in this Deed to:
- (a) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
  - (b) any **rights** in respect of an asset includes:
    - (i) all amounts and proceeds paid or payable;
    - (ii) all rights to make any demand or claim; and

- 
- (iii) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;

- (c) any share, stock, debenture, bond or other security or investment includes:

- (i) any dividend, interest or other distribution paid or payable;
- (ii) 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,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

- (d) the term **this Security** means any Security created by this Deed.

1.2.4 Clauses 2.2 (*Land*) to 2.8 (*Miscellaneous*) shall be construed as creating a separate and distinct mortgage or fixed charge over each relevant asset within any particular class of assets defined under this Deed and the failure to create an effective mortgage or fixed charge (whether arising out of this Deed or any act or omission by any Party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not.

1.2.5 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.6 The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance 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.

1.2.7 If the Security Agent considers (acting reasonably) that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.8 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

### 1.3 Third party rights

1.3.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

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- 1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to paragraph 1.3.2 above and the provisions of the Third Parties Act.

## **2. CREATION OF SECURITY**

### **2.1 General**

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:
- (a) is created in favour of the Security Agent;
  - (b) is created over present and future assets of the Chargor;
  - (c) is continuing security for the payment, discharge and performance of all the Secured Liabilities; and
  - (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 2.1.3 The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

### **2.2 Land**

- 2.2.1 The Chargor charges:
- (a) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and
  - (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- 2.2.2 A reference in this clause 2 to a mortgage or charge of any freehold or leasehold property includes:
- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
  - (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **2.3 Credit balances**

- 2.3.1 The Chargor charges by way of a first fixed charge all of its rights in respect of its General Account, any amount standing to the credit of its General Account and the debt represented by it.
- 2.3.2 The Chargor charges by way of first fixed charge all of its rights in respect of its Cure Account, any amount standing to the credit of its Cure Account and the debt represented by it.



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2.3.3 The Chargor charges by way of first fixed charge all of its rights in respect of its VAT Account, any amount standing to the credit of its VAT Account and the debt represented by it.

2.3.4 The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in clauses 2.3.1, 2.3.2 and 2.3.3 above, any amount standing to the credit of any such account and the debt represented by it.

**2.4 Book debts etc.**

The Chargor charges by way of a first fixed charge:

2.4.1 all of its Subordinated Debt;

2.4.2 all of its book and other debts;

2.4.3 all other moneys due and owing to it; and

2.4.4 the benefit of all rights in relation to any item under paragraphs 2.4.1 to 2.4.3 above.

**2.5 Insurances**

2.5.1 The 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**).

2.5.2 To the extent that they have not been effectively assigned under paragraph 2.5.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

**2.6 Other contracts**

2.6.1 The Chargor:

(a) 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; and

(b) charges by way of a first fixed charge all of its rights:

(i) under each Development Document; and

(ii) under any collateral warranty given by any trade or building sub-contractor, any consultant, or any other adviser in favour of the Chargor, or of which the Chargor has the benefit, in relation to the Development; and

(c) charges by way of a first fixed charge all of its rights under any other document, agreement or instrument to which it is a party, which has been given in its favour or of which it has the benefit, except to the extent that it is subject to any fixed security created under any other term of this clause 2.

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2.6.2 To the extent that they have not been effectively assigned under paragraph 2.6.1(a) above, the Chargor charges by way of a first fixed charge all of its rights listed under paragraph 2.6.1(a) above.

**2.7 Investments**

The Chargor charges by way of first fixed charges its rights, interest and title in the Investments.

**2.8 Miscellaneous**

The Chargor charges by way of first fixed charge:

- 2.8.1 its goodwill;
- 2.8.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- 2.8.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph 2.8.2 above;
- 2.8.4 its uncalled capital; and
- 2.8.5 the benefit of all rights in relation to any item under paragraphs 2.8.1 to 2.8.4 above.

**2.9 Floating charge**

2.9.1 The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this clause 2.

2.9.2 Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by this clause 2.9 (Floating charge) into a fixed charge as regards any of a Chargor's assets specified in that notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent 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, in which case such charge shall be converted in respect of the affected Security Asset only.

2.9.3 Subject to clause 2.9.4 below, the floating charge created by this clause 2.9 (Floating charge) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
- (b) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

2.9.4 Clause 2.9.3 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.

2.9.5 The floating charge created by this clause 2.9 (Floating charge) will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over all of the Chargor's assets if

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an administrator is appointed for the Chargor or the Security Agent receives notice of an intention to appoint an administrator for the Chargor.

- 2.9.6 The floating charge created by this clause 2.9 (Floating charge) is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

### **3. RESTRICTIONS ON DEALINGS**

#### **3.1 Security**

Except as expressly allowed under the Facilities Agreement or this Deed, the Chargor shall not create or permit to subsist any Security on any Security Asset.

#### **3.2 Disposals**

Except as expressly allowed under the Facilities Agreement or this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset, save that the Chargor may, in the ordinary course of trading, dispose of that part of the Security Asset which is charged by way of floating charge only.

### **4. LAND**

#### **4.1 Notices to tenants**

If the Chargor enters into an Occupational Lease in accordance with the terms of the Facilities Agreement, the Chargor shall:

- 4.1.1 promptly notify the Security Agent;
- 4.1.2 promptly on request by the Security Agent and at the cost of the Chargor, serve on each tenant of such Occupational Lease a notice of assignment in such form as the Security Agent may reasonably require; and
- 4.1.3 use reasonable endeavours to procure that each tenant acknowledges that notice, substantially in such form as the Security Agent may require.

#### **4.2 Acquisitions**

- 4.2.1 If the Chargor acquires any freehold or leasehold property in England and Wales in accordance with the Facilities Agreement after the date of this Deed it must:
- 4.2.2 promptly notify the Security Agent;
- 4.2.3 promptly on request by the Security Agent and at the cost of the Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may reasonably require; and
  - (a) if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and
  - (b) if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

#### **4.3 Land Registry**

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The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the 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 Heritage Square Limited referred to in the charges register or their conveyancer. (Standard Form P)."

**4.4 Deposit of title deeds**

The Chargor must promptly:

- 4.4.1 deposit with the Security Agent all deeds and documents necessary to show good and marketable title to any property referred to in clause 4.2 (Acquisitions) (the **Title Documents**); or
- 4.4.2 procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

**5. ACCOUNTS**

**5.1 General**

In this clause 5 "**Account Bank**" means a person with whom a bank account is maintained under the Facilities Agreement.

**5.2 Book debts and receipts**

5.2.1 The Chargor must get in and realise its:

- (a) Rental Income; and
- (b) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into its Operator General Account, as appropriate, if required in accordance with paragraph 5.2.2 below) on trust for the Security Agent.

5.2.2 The Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation of:

- (a) Rental Income; and
- (b) book and other debts and other moneys due and owing to it,

into its Operator General Account, in each case in accordance with the Facilities Agreement.

**5.3 Notices of charge**

The Chargor must:

- 5.3.1 serve a notice of charge immediately on the date of this Deed, substantially in the form of Part 1A of Schedule 2 (Forms of Letter for Account Bank – Operator General Account) in respect of the Operator General Account on each Account Bank; and
- 5.3.2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 1A of Schedule 1 (Forms of Letter for Account Bank).

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**6. INSURANCES**

The Chargor must:

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

**7. OTHER CONTRACTS**

The Chargor must, at the request of the Security Agent:

- 7.1 (as soon as reasonably practicable and in any event within 5 Business Days of such request) serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 4 (Forms of Letter for Other Contracts), on each counterparty to a contract listed in clause 2.6 (Other contracts); and
- 7.2 use reasonable endeavours to ensure that each such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of Letter for Other Contracts).

**8. INVESTMENTS**

**8.1 Deposit**

The Chargor must immediately:

- 8.1.1 deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to the Investments; and
- 8.1.2 execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to the Investments.

**8.2 Calls**

- 8.2.1 The Chargor must pay all calls or other payments due and payable in respect of any of the Investments in accordance with the Facilities Agreement.
- 8.2.2 If the Chargor fails to do so, the Security Agent may pay the calls or other payments in respect of any of the Investments on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this Clause 8.2 (Calls).

**8.3 Other obligations in respect of Investments**

- 8.3.1 The Chargor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is 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 by any listing or other authority, relating to any of the Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.
- 8.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Investments.
- 8.3.3 The Security Agent is not obliged to:

- 
- (a) perform any obligation of the Chargor;
  - (b) make any payment;
  - (c) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
  - (d) 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 of the Investments.

#### **8.4 Voting rights**

##### **8.4.1 Before this Security becomes enforceable:**

- (a) the voting rights, powers and other rights in respect of the Investments will be exercised:
  - (i) by the Chargor; or
  - (ii) if exercisable by the Security Agent, in any manner which the Chargor may direct the Security Agent in writing; and
- (b) all dividends, distributions or other income paid or payable in relation to any of the Investments in accordance with the Facilities Agreement must be paid directly to the Chargor.

##### **8.4.2 The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of the Investments as permitted by this Deed on the direction of the Chargor.**

##### **8.4.3 Subject to clause 8.4.4 and 8.4.5, while this Security is enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise.**

##### **8.4.4 The Security Agent may, in its absolute discretion and without any consent or authority from the Chargor, at any time, by notice to the Chargor (which notice shall be irrevocable) elect to give up the right to exercise (or refrain from exercising) all voting rights and powers in respect of the Investments conferred or to be conferred on the Security Agent pursuant to clause 8.4.3.**

##### **8.4.5 Once a notice has been issued by the Security Agent under clause 8.4.4 on and from the date of such notice the Security Agent shall cease to have the rights to exercise or refrain from exercising voting rights and powers in respect of the Investments conferred or to be conferred on it pursuant to clause 8.4.3 or any other provision of this Deed and all such rights will be exercisable by the Chargor. The Chargor shall be entitled, on and from the date of such notice, to exercise all voting rights and powers in relation to the Investments.**

#### **8.5 Restrictions**

##### **8.5.1 The Chargor shall not:**

- (a) permit any person to be registered as the holder of any Share (other than the Security Agent or any nominee on its behalf);

- 
- (b) take or allow the taking of any action which may result in any Shares being issued after the date of this Deed (other than to the Chargor); or
  - (c) exercise (or purport to exercise) any voting rights in respect of any Share in any manner which may have an adverse effect on the value of any Security Asset or the ability of the Security Agent to realise this Security.

8.5.2 The Chargor shall use all powers available to it to procure that neither it nor the Company nor any of the Company's members, directors, officers or employees take any action or refrain from taking any action that could reasonably be expected to, in any way, result in any transfer of a Share or related rights to the Security Agent, its nominee or any third party being delayed or prevented.

## **8.6 People with significant control regime**

The Chargor must:

8.6.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Investments; and

8.6.2 promptly provide the Security Agent with a copy of that notice.

## **9. WHEN SECURITY BECOMES ENFORCEABLE**

### **9.1 Event of Default**

This Security will be immediately enforceable on the occurrence of:

9.1.1 an Event of Default which is continuing; or

9.1.2 a request being made by the Chargor to the Security Agent that it exercise any of its powers under this Deed.

### **9.2 Discretion**

Whilst the security is enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facilities Agreement.

### **9.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time whilst this Security is enforceable.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 General**

10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

10.1.2 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.

10.1.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

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#### **10.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will 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.

#### **10.3 Privileges**

The 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.

#### **10.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his/her agents will be concerned to enquire:

- 10.4.1 whether the Secured Liabilities have become payable;
- 10.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 10.4.3 whether any money remains due under the Finance Documents; or
- 10.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

#### **10.5 Redemption of prior mortgages**

- 10.5.1 Whilst this Security is enforceable, the Security Agent may:
  - (a) redeem any prior Security against any Security Asset; and/or
  - (b) procure the transfer of that Security to itself; and/or
  - (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 10.5.2 The Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **10.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the 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.

#### **10.7 Financial collateral**

- 10.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the 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 Security Agent will have the right whilst this Security is enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.



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10.7.2 Where any financial collateral is appropriated the value of such financial collateral shall be:

- (a) in the case of cash, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation;
- (b) in the case of Investments:
  - (i) if it is listed or traded on a recognised exchange, the value at which it could have been sold on the exchange on the date of appropriation; or
  - (ii) in any other case, such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

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

10.7.3 The Parties agree that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Arrangements (No. 2) Regulations 2003.

## **11. RECEIVER**

### **11.1 Appointment of Receiver**

11.1.1 Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- (a) this Security is enforceable; or
- (b) the Chargor so requests to the Security Agent at any time.

11.1.2 Any appointment under paragraph 11.1.1 above may be by deed, under seal or in writing under its hand.

11.1.3 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.

11.1.4 The 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.

11.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the 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.

### **11.2 Removal**

The 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

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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.

### **11.3 Remuneration**

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

### **11.4 Agent of the Chargor**

11.4.1 A Receiver will be deemed to be the agent of the 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. The Chargor is solely responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

11.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **11.5 Relationship with 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 Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## **12. POWERS OF RECEIVER**

### **12.1 General**

12.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 12 in addition to those conferred on it by any law. This includes:

- (a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

### **12.2 Possession**

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

### **12.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

### **12.4 Employees**

12.4.1 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 he/she thinks fit.

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12.4.2 A Receiver may discharge any person appointed by the Chargor.

**12.5 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 he/she thinks fit.

**12.6 Sale of assets**

12.6.1 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 he/she thinks fit.

12.6.2 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 he/she thinks fit.

12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

**12.7 Leases**

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

**12.8 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 the Chargor or relating in any way to any Security Asset.

**12.9 Legal actions**

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

**12.10 Mediation**

A Receiver may refer to mediation any question relating to any Security Asset that he/she thinks fit.

**12.11 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.

**12.12 Subsidiaries**

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

**12.13 Delegation**

A Receiver may delegate his/her powers in accordance with this Deed.

**12.14 Lending**

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

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#### **12.15 Redemption**

A Receiver may redeem any prior Security and settle and pass the accounts to which that Security relates. Any account so settled or passed shall be (in the absence of manifest error) conclusive and binding on the Chargor and monies so paid shall be deemed to be an expense properly incurred by the Receiver.

#### **12.16 Protection of assets**

A Receiver may:

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

in each case as he/she thinks fit.

#### **12.17 Other powers**

A Receiver may:

- 12.17.1 do all other acts and things which he/she 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;
- 12.17.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- 12.17.3 use the name of the Chargor for any of the above purposes.

### **13. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Security Trust Deed. This clause 13:

- 13.1 is subject to the payment of any claims having priority over this Security; and
- 13.2 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

### **14. EXPENSES AND INDEMNITY**

The Chargor must:

- 14.1 promptly on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed; and
- 14.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

### **15. DELEGATION**

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**15.1 Power of Attorney**

The 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 Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

**15.3 Liability**

Neither the Security Agent nor any Receiver shall be bound to supervise, or 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 such delegate or sub-delegate save where those costs or losses arise as a result of the gross negligence or wilful misconduct of the Security Agent or Receiver (as applicable).

**16. FURTHER ASSURANCES**

16.1 The Chargor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- 16.1.1 creating, perfecting or protecting any security over any Security Asset; or
- 16.1.2 facilitating the realisation of any Security Asset; or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

16.2 The action that may be required under paragraph 16.1 above includes:

- (a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
- (b) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

**17. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor, whilst this Security is enforceable, 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 or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed and in each case which the Chargor has failed to do within 5 Business Days of a written request from the Security Agent or whilst this Security is enforceable under clause 8. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 17.

**18. MISCELLANEOUS**

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#### **18.1 Continuing Security**

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

#### **18.2 Tacking**

Each Lender must perform its obligations under the Facilities Agreement (including any obligation to make available further advances).

#### **18.3 New Accounts**

18.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.

18.3.2 If that 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.

18.3.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

#### **18.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any 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 will automatically be renewed for any further maturity which that Secured Party considers appropriate.

### **19. RELEASE**

At the end of the Security Period, the Security Agent must, at the request and reasonable cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security and procure the reassignment to the Chargor of the assets assigned to the Security Agent pursuant to this Deed.

### **20. GOVERNING LAW**

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

### **21. JURISDICTION**

21.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a Dispute).

21.2 The Parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

21.3 This Clause 21 is for the benefit of the Finance Parties and the Security Agent only. As a result, the Finance Parties and the Security Agent shall not be prevented from taking

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proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties and the Security Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.**

*[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]*

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**SCHEDULE 1  
REAL PROPERTY**

None as at the date of this deed.



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**SCHEDULE 2**  
**FORMS OF LETTER FOR ACCOUNT BANK (OPERATOR GENERAL ACCOUNT)**

**Part 1A - Notice to Account Bank**

To: [Account Bank]

Copy: Heritage Square Limited (as Security Agent as defined below)

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 between Hamberley Care FV (Bristol) Limited (as Chargor) and Heritage Square Limited (as Security Agent) (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of our account with you (account number [ ], sort code [ ]) and any amount standing to the credit of such account (the **General Account**).

We irrevocably instruct and authorise you to (in each case subject to the following paragraph):

- 1 disclose to the Security Agent any information relating to the General Account requested from you by the Security Agent;
- 2 comply with the terms of any written notice or instruction relating to the General Account received by you from the Security Agent; and
- 3 hold all sums standing to the credit of the General Account to the order of the Security Agent.

We are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable and we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive any such notice, we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent.

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

The instructions in this letter may not be revoked or amended without the prior written consent of the 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 sending the attached acknowledgement to the Security Agent at Elder House St Georges Business Park, Brooklands Road, Weybridge, Surrey, United Kingdom, KT13 0TS with a copy to us.

Yours faithfully,

.....  
(Authorised Signatory)  
**Hamberley Care FV (Bristol) Limited**

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**PART 1B - Acknowledgement of Account Bank**

To: Heritage Square Limited (as Security Agent)

Copy: Hamberley Care FV (Bristol) Limited

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 between Hamberley Care FV (Bristol) Limited (as Chargor) and Heritage Square Limited (as Security Agent) (the Security Agreement)**

We confirm receipt from Hamberley Care FV (Bristol) Limited (the **Chargor**) of a notice dated \_\_\_\_\_ 2021 (the **Notice**) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to the General Account (as defined in the Notice).

We confirm that we:

- 4 accept the instructions contained in the Notice and agree to comply with the Notice;
- 5 have not received notice of any prior security over, or the interest of any third party in, the General Account;
- 6 have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the General Account; and
- 7 will comply with any notice we may receive from the Security Agent in respect of the General Account provided in accordance with 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)

[Account Bank]

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**SCHEDULE 2**  
**FORMS OF LETTER FOR INSURERS**

**Part 1 - Notice to Insurer**

To: [Insurer]

Copy: Heritage Square Limited (as Security Agent as defined below)

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 between Hamberley Care FV (Bristol) Limited (as Chargor) and Heritage Square Limited (as Security Agent) (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 the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract of insurance] (the **Insurance**).

We confirm that:

- 1 we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- 2 none of the 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 (or a broker on your behalf) may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the 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 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 Security Agent in respect of the Insurance).

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

The instructions in this letter may not be revoked or amended without the prior written consent of the 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 Security Agent at [ ] with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)

**Hamberley Care FV (Bristol) Limited**

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**Part 2- Acknowledgement of Insurer**

To: Heritage Square Limited (as Security Agent)

Copy: Hamberley Care FV (Bristol) Limited

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 Hamberley Care FV (Bristol) Limited (as Chargor) and Heritage Square Limited (as Security Agent) (the Security Agreement)**

We confirm receipt from Hamberley Care FV (Bristol) Limited (the **Chargor**) of a notice dated \_\_\_\_\_ 2021 (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:

- 1 accept the instructions contained in the Notice and agree to comply with the Notice; and
- 2 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]

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**SCHEDULE 3**  
**FORMS OF LETTER FOR OTHER CONTRACTS**

**Part 1 - Notice to Counterparty**

To: [Contract Counterparty]

Copy: Heritage Square Limited (as Security Agent as defined below)

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 between Hamberley Care FV (Bristol) Limited (as Chargor) and Heritage Square Limited (as Security Agent) (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][/[ charged (by way of a first fixed charge) in favour of] the Security Agent (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [insert details of contract] (the **Contract**).

We confirm that:

- 1 we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- 2 none of the 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 give notices and make payments under the Contract to us, unless and until you receive notice from the 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 Security Agent or as it directs.

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

The instructions in this letter may not be revoked or amended without the prior written consent of the 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 Security Agent at [ ] with a copy to us.

Yours faithfully,

.....  
(Authorised signatory)

<sup>1</sup> Drafting Note: To delete as appropriate.

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**Hamberley Care FV (Bristol) Limited**

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**Part 2- Acknowledgement of  
Counterparty**

To: Heritage Square Limited (as Security Agent)

Copy: Hamberley Care FV (Bristol) Limited

\_\_\_\_\_ 2021

Dear Sirs,

**Security Agreement dated \_\_\_\_\_ 2021 between Hamberley Care FV (Bristol) Limited  
(as Chargor) and Heritage Square Limited (as Security Agent) (the Security Agreement)**

We confirm receipt from Hamberley Care FV (Bristol) Limited (the **Chargor**) of a notice dated  
\_\_\_\_\_ 2021 (the **Notice**) of [an assignment]/[a 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:

- 1 accept the instructions contained in the Notice and agree to comply with the Notice; and
- 2 will give notices and make payments under the Contract 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)

[Contract counterparty]

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**SIGNATURE PAGE**

**THE CHARGOR**

**SIGNED as a DEED by**

[REDACTED]

director of

**HAMBERLEY CARE FV (BRISTOL) LIMITED**

in the presence of:

**WITNESS:**

Signature

Name

Address ..... ONE VINE STREET.....

..... LONDON.....

..... W1J 0AH.....

Occupation

(PLEASE COMPLETE IN CAPITALS)



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**SECURITY AGENT**

**HERITAGE SQUARE LIMITED**

By:

SIGNED by .....  
for and on behalf of **Heritage Square Limited** (Authorised Signatory)