

THIS TRUST DEED is made the
9th February 2022

BETWEEN

1. **Curo Care Group Limited** (Company Number 13147755) whose registered office is situate at 3 Greengate Cardale Park, Harrogate, North Yorkshire, United Kingdom, HG3 1GY (the "**First Trustee**"); and
2. **Michael Gerard Kneafsey** of Liskeveen House, Hatchet Hall, Moor End Road, Halifax, HX2 0RX, **Stephen Alexander Kennedy** of 34 Oakdale, Harrogate, HG1 2LW and **Beverley Ellen Kneafsey** of Liskeveen House, Hatchet Hall, Moor End Road, Halifax, HX2 0RX together as the Trustees of the **Kennedy Kneafsey SSAS** (the "**Second Trustees**").

NOW THIS DEED WITNESSES as follows:

1. **WHEREAS**

- 1.1 The First Trustee is the registered proprietor of the freehold property known as Lindisfarne Care Home, Bridgehouse Lane, Haworth, Keighley, BD22 8QE registered at Land Registry under title number **WYK156303** (the "**Property**").
- 1.2 The Second Trustees are the Trustees of the Kennedy Kneafsey SSAS (the "**Scheme**") pursuant to a Trust Deed and Rules dated 23rd October 2019 and all subsequent amending deeds (the "**Trust Deed**").
- 1.3 The First Trustee has received a payment of £381,000 from the Second Trustees as consideration for an equitable interest in the Property and this declaration sets out how the shares will be held.

2. **DECLARATION OF TRUST**

2.1 The parties declare by and as at the date of this deed they will hold the Property on Trust for themselves in the following shares (rounded to .0001%):

- a. First Trustees: 75.0164%
- b. Second Trustees: 24.9836%

2.2 The Second Trustees declare that from the date of this deed they will hold their share in the Property as an asset of the Scheme upon Trust pursuant to the terms of the Trust Deed.

2.3 The parties acknowledge that the First Trustee will on demand pay or discharge, **Allied Irish Bank (GB)** being the lender, all sums of money advanced to the First Trustee, as Borrower, by the lender pursuant to a loan facility agreement, charging deeds and guarantor acknowledgement deeds signed and dated 7th January 2022 (the "**Loan**").

2.4 The parties declare that all outgoings, income and liabilities (excluding loan and/or mortgage payments and associated fees) shall be divided between themselves in proportion to the declaration of trust.

3. **TRUSTEE'S COVENANTS**

The parties covenant with each other:

- a) to observe and perform all covenants, restrictions, conditions and stipulations at any time affecting the Property and the terms and conditions of the Loan and any other legal mortgage which the parties may enter into and which is secured against the Property;
- b) to comply with any further loan agreements which they may enter into and under which monies owing are secured by any legal charge and to indemnify each other against any loss or claim resulting from a breach of this covenant;
- c) that neither party shall create or purport to create any charge mortgage lien or other interest in respect of the Property as a whole or their respective shares or to dispose by sale, gift or otherwise of the whole or part of their respective

shares without the consent in writing of the other party.

d) that no non-essential maintenance and/or improvements to the Property may be carried out without the consent of the other party.

e) that no part of the property shall be improved or altered which would give rise to a charge being raised on the Second Trustees by HM Revenue & Customs as being an interest in taxable property as defined by Statutory Instrument No 1958.

IN WITNESS whereof the parties have signed as a Deed the day and year above written.

Executed as a deed and delivered by **Curo Care Group Limited**
acting by two directors

Signature of Director:

MR M. Kneafsey

Signature of Director:

SR S. Kneafsey

Signed as a Deed and delivered by

MR M. Kneafsey

Michael Gerard Kneafsey
as Trustee of the Kennedy Kneafsey SSAS

in the presence of

Signature of Witness

Samantha Barclay

Name (in block capitals) **SAMANTHA BARCLAY**

Address **8 HARPER LANE, YEADON, LEEDS, LS19 7RR**

Signed as a Deed and delivered by

✶ SA Kennedy

Stephen Alexander Kennedy
as Trustee of the Kennedy Kneafsey SSAS

in the presence of ✶

Signature of Witness



Name (in block capitals) SAMANTHA BARCLAY.

Address 8 HARPER LANE, YEADON, LEEDS. LS19 7RR.

Signed as a Deed and delivered by

✶ BK Kneafsey

Beverley Ellen Kneafsey
as Trustee of the Kennedy Kneafsey SSAS

in the presence of

Signature of Witness



Name (in block capitals) SAMANTHA BARCLAY.

Address 8 HARPER LANE, YEADON, LEEDS. LS19 7RR