

184121/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
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☒ What this form is for
You may use this form to register
a charge created or evidenced by
an instrument

☐ What this form is for
You may not use this form to
register a charge where the
instrument Use form



A22

A3L0ZG9S

20/11/2014

#301

COMPANIES HOUSE

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 3 1 0 3 5 2 6
Company name in full NHP SECURITIES NO 1 LIMITED

70

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 2 1 1 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name HCP, Inc (as Security Agent)

Name

Name



Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"
Brief description		Please limit the description to the available space
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ¹	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature  This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Karen McGinley

Company name Field Fisher Waterhouse LLP

Address Riverbank House

2 Swan Lane

Post town London

County/Region

Postcode E C 4 R 3 T T

Country United Kingdom

DX

Telephone 0207 861 4216



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3103526

Charge code: 0310 3526 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2014 and created by NHP SECURITIES NO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2014

9

Given at Companies House, Cardiff on 25th November 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Execution Version

Dated 12th day of November, 2014

NHP SECURITIES NO. 1 LIMITED

as Chargor

and

HCP, INC.

as Security Agent

CHARGE OVER SHARES

in

CARE HOMES NO.1 LIMITED

Note: Cayman Islands stamp duty will be payable if this document is executed in, brought to or produced before a court of the Cayman Islands



Our Ref. WJB/MSI/424910 00001

We certify this to be a true copy of the original.
Skadden, Arps, Slate, Meagher & Flom (UK) LLP
Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London E14 5DS

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION ..	4
2	COVENANT TO PAY	8
3	CHARGE	8
4	CHARGOR'S LIABILITY NOT AFFECTED	9
5	DELIVERY OF DOCUMENTS	10
6	COVENANTS BY THE CHARGOR	12
7	REPRESENTATIONS AND WARRANTIES	14
8	RIGHTS IN RESPECT OF CHARGED PROPERTY	15
9	ENFORCEMENT	16
10	RECEIVER	19
11	POWER OF ATTORNEY	20
12	APPLICATION OF MONIES	21
13	PROTECTION OF PURCHASERS	22
14	PRESERVATION OF SECURITY	22
15	CURRENCY	23
16	SECURITY AGENT	23
17	VARIATION AMENDMENT AND WAIVER	23
18	ASSIGNMENT	24
19	ENTIRE AGREEMENT	24
20	FURTHER ASSURANCE	24
21	PARTIAL INVALIDITY	24
22	NOTICES	25
23	MISCELLANEOUS	25
24	COUNTERPARTS	26
25	LAW AND JURISDICTION	26
	SCHEDULE 1	29
	SCHEDULE 2	30
	SCHEDULE 3	31

SCHEDULE 4	33
SCHEDULE 5	36
SCHEDULE 6	37
SCHEDULE 7	39

THIS CHARGE is made on the ____ day of _____ 2014

BETWEEN:

- (1) **NHP SECURITIES NO. 1 LIMITED**, a company registered in England and Wales, with registered number 3103526 (the "**Chargor**"), and
- (2) **HCP, INC.**, a Maryland corporation as security trustee for the Secured Parties (as defined below) (the "**Security Agent**", which expression shall include its successors, assigns and transferees)

WHEREAS:

- (A) Pursuant to the Facility Agreement (as defined below), the Original Lender has agreed to provide FC Skyfall Bidco Ltd with sterling term loan facilities up to an aggregate amount of £394,500,000 subject to the terms and conditions set out in the Facility Agreement
- (B) The Chargor is the registered holder of the Initial Shares (as defined below)
- (C) It is a condition of the Facility Agreement that the Chargor enters into this Charge which is executed by the Chargor in consideration of the Original Lender making its commitment available to FC Skyfall Bidco Ltd pursuant to the Facility Agreement
- (D) It is intended that this Charge takes effect as a deed notwithstanding that any party may only execute this Charge under hand

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Charge (except where the context requires otherwise) words and expressions defined in the Facility Agreement which are used in this Charge shall have the meanings assigned to them in the Facility Agreement, provided that, in the event of any conflict between the meaning of any term as defined in the Facility Agreement and any term as defined in this Charge, the definitions in this Charge shall prevail. In addition, the following words and expressions shall have the following meanings

"Authorised Officer"	means, with respect to any party hereto or to any other Finance Document, any director, officer duly and effectively designated in writing by such party as having been authorised by such party to execute and
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deliver the Facility Agreement, this Charge, any of the other Finance Documents to which it is or will be a party, or any other notice, agreement, document, certificate or instrument contemplated under the Facility Agreement, this Charge, or any other Finance Document,

"Business Day"

has the same meaning as in the Facility Agreement,

"Charge"

means this share charge,

"Charged Property"

means the property and rights of the Chargor which are the subject of any security created or purported to be created by this Charge,

"Charged Shares"

means the Initial Shares and all and any other stocks, shares, warrants and other securities of any kind (including loan capital governed by the laws of the Cayman Islands or in respect of which the Company is the debtor) of the Company now or at any time in the future held by or beneficially owned by the Chargor or in which the Chargor has any interest (including any equity of redemption),

"Company"

means Care Homes No 1 Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registered number 71496 and having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands,

"Derivative Assets"

means all certificates or other evidence of title to any of the Charged Shares now and from time to time hereafter deposited with the Security Agent and all rights, benefits and advantages including

- (a) all dividends or other distributions (whether in cash, securities or other property), interest and other income paid or payable in relation to any Charged Shares, and

- (b) all shares, securities, rights, monies or other property whether certificated or uncertificated, accruing, offered or issued at any time by way of redemption, conversion, exchange, substitution, preference, option, bonus issue or otherwise in respect of any Charged Shares (including but not limited to proceeds of sale),

attributable to any of the Charged Shares or any Derivative Assets previously described,

"Event of Default"	means any matter which constitutes an event of default under Clause 23 (<i>Events of Default</i>) of the Facility Agreement,
"Facility Agreement"	means the facility agreement dated 30 June 2014 as amended and restated on 8 October 2014 and as further amended and restated on 4 November 2014 between, amongst others, FC Skyfall Lower MidCo Ltd, as parent, FC Skyfall Bidco Ltd, as company and the Security Agent, in its capacity as arranger, lender agent and security agent,
"Finance Documents"	has the meaning given to it in the Facility Agreement,
"Finance Party"	has the meaning given to it in the Facility Agreement,
"Initial Shares"	means the shares listed in Schedule 1 all of which are registered in the name of the Chargor,
"Obligor"	has the meaning given to it in the Facility Agreement,
"Receiver"	has the meaning given to it in clause 10,
"Secured Liabilities"	has the meaning given to it in the Facility Agreement, and
"Security"	has the meaning given to it in the Facility Agreement

1 2 In this Charge

- (a) references to any person, including, but not limited to, the Security Agent, the Finance Parties, the Chargor, the Obligors and the Company shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person from time to time appointed as Security Agent or Security Agents in accordance with the Finance Documents
- (b) "**assets**" includes present and future properties, revenues and rights of every description,
- (c) references to this Charge, the Facility Agreement, any Finance Document or any agreement, document or instrument, shall be construed as a reference to the Charge, the Facility Agreement, the Finance Document or such agreement, document or instrument as amended, restated, supplemented or novated from time to time,
- (d) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality),
- (e) words importing the singular number shall include the plural number and vice-versa,
- (f) words importing the masculine gender only shall include the feminine gender,
- (g) the word "may" shall be construed as permissive and the word "shall" shall be construed as imperative,
- (h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms,
- (i) the headings herein are for convenience only and shall not affect the construction of this Charge,
- (j) references to statutes are, unless otherwise specified, references to statutes of the Cayman Islands (and such reference shall be taken to be to the short title applicable to such statute) and include any statutory amendment, modification or re-enactment thereof for the time being in force, and

- (k) any reference to a recital, a clause, a sub-clause or a schedule is, unless the context otherwise requires, a reference to a recital, a clause or sub-clause of, or a schedule to, this Charge and references to this Charge or to any agreement or document referred to in this Charge shall be construed as a reference to such agreement or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time

2 COVENANT TO PAY

- 2 1 The Chargor covenants with the Security Agent that it will on demand pay and discharge each of the Secured Liabilities when due to each of the Finance Parties

3 CHARGE

- 3 1 The Chargor as sole legal and beneficial owner of the Charged Shares hereby charges by way of first fixed charge as continuing security for the full and punctual payment and discharge of the Secured Liabilities, all its right, title, interest and benefit present and future in, to and under the Charged Shares and the Dervative Assets (with the intent that the security so constituted shall extend to all beneficial interests of the Chargor in the Charged Property and any proceeds of sale or other realisation of the Charged Property or any part of it) and to the extent not effectively charged under this clause 3 1, assigns, and agrees to assign, absolutely by way of security (subject to reassignment and redemption in accordance with clause 3 2) to the Security Agent all its rights, present and future, actual or contingent, relating to any of the Charged Property
- 3 2 Subject to clauses 3 3 and 3 4, on the irrevocable and unconditional payment or discharge by or on behalf of the Chargor of the Secured Liabilities in full and provided no Finance Party is under any further obligation (whether actual or contingent) to provide any further advance or facilities to any Obligor under any Finance Document, the Security Agent shall, at the written request and sole cost of the Chargor, release this Charge and reassign any assets charged
- 3 3 Any receipt, release or discharge of any security created by this Charge or of any liability arising under this Charge may be given by an Authorised Officer of the Security Agent in accordance with the provisions of this Charge and shall not release or discharge the Chargor from any liability to the Security Agent for the same or any other monies which may exist independently of this Charge Where such receipt, release or discharge relates to only part of the Secured Liabilities such receipt, release or discharge shall not prejudice or affect any other part thereof nor any of the rights and remedies of the

Security Agent hereunder or under any other Finance Document nor any of the obligations of the Chargor under this Charge or any other Finance Document

3.4 Any release, discharge or settlement between the Chargor and the Security Agent shall be conditional upon no security, disposition or payment to the Security Agent or any other person being void, set aside or ordered to be refunded or reduced pursuant to any provision, enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled

- (a) the liability of the Chargor shall continue as if the security, disposition or payment had not occurred, and
- (b) the Security Agent shall be entitled to enforce this Charge as if such release, discharge or settlement had not occurred

4 CHARGOR'S LIABILITY NOT AFFECTED

4.1 Neither the obligations of the Chargor contained in this Charge nor the rights, powers and remedies conferred upon the Security Agent in respect of the Chargor by this Charge or by law shall be discharged, impaired or otherwise affected by reason of any of the following events or circumstances (whether any such event or circumstance occurs with or without the Security Agent's knowledge or consent)

- (a) the winding-up, dissolution, administration, receivership, amalgamation, reconstruction, merger, consolidation or reorganisation (or equivalent insolvency procedure) of the Chargor, the Security Agent, the Company, an Obligor, the Finance Parties, or any change in their status, function, control or ownership,
- (b) any of the Secured Liabilities or any other security taken in respect of the Secured Liabilities being or becoming illegal, invalid, unenforceable or ineffective in any respect,
- (c) any time, forbearance or other indulgence being granted or agreed to be granted to the Company, the Chargor, an Obligor or any other person in respect of any of the Secured Liabilities or under any other security taken in respect of the Secured Liabilities,
- (d) any amendment to, or any variation, waiver or release of, any of the Secured Liabilities or any other security taken in respect of the Secured Liabilities or any amendment to, restatement of or supplement to the Facility Agreement or any other Finance Document (including, without limitation, any amendment the effect

of which is to change the nature or amount of any facilities made available thereunder or to change the nature or extent of any obligations thereunder),

- (e) any failure to take, or fully to take, any security agreed to be taken in relation to any of the Secured Liabilities,
- (f) any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Secured Liabilities, or
- (g) any other act, event or omission which, but for this clause 4 1, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor contained in this Charge or any of the rights, powers or remedies conferred upon the Security Agent by this Charge or by law.

5 DELIVERY OF DOCUMENTS

5 1 The Chargor shall deliver, or cause to be delivered, to the Security Agent on the date hereof

- (a) all share certificates (if any) representing the Initial Shares (or written confirmation from the Company that it has not issued any share certificate) and a certified copy of the register of members of the Company showing the Chargor as the registered owner of the Initial Shares and including the following notation on the register of members of the Company

"All of the shares registered in the name of NHP SECURITIES NO 1 LIMITED are charged in favour of HCP, INC , as security trustee for the Secured Parties pursuant to a share charge dated [● 2014], as amended from time to time

- (b) an executed but undated share transfer form in respect of the Initial Shares in the form set out in Schedule 2 to this Charge and any other documents which on the date hereof are requested by the Security Agent in order to enable the Security Agent or its nominee or nominees to be registered as the owner or otherwise obtain legal title to the Initial Shares in accordance with this Charge,
- (c) executed but undated letters of resignation, together with executed and dated letters of authority from each of the directors (and alternate directors, if any) of the Company in the forms set out in Parts I and II of Schedule 3 to this Charge,
- (d) a notice of charge from the Chargor to the Company in the form set forth in Part I of Schedule 4 to this Charge, together with a letter of confirmation from the

Company evidencing its receipt of such notice and acknowledgement of the terms thereof in the form set out in Part II of Schedule 4 to this Charge,

- (e) an executed and dated irrevocable proxy made in respect of the Initial Shares in favour of the Security Agent in the form set out in Schedule 5 to this Charge,
- (f) a certified copy of the special resolution passed by the Company amending the Company's articles of association in the manner set out in Schedule 6 to this Charge, and
- (g) an executed irrevocable letter of instructions from the Company to its registered office provider in the form set out in Schedule 7 to this Charge

5.2 To the extent not delivered pursuant to clause 5.1, the Chargor shall, for as long as any Secured Liabilities remain outstanding, promptly and from time to time deposit with the Security Agent

- (a) executed but undated share transfer forms in respect of all Charged Shares other than the Initial Shares in the form set out in Schedule 2 to this Charge as and when any further shares in the Company are acquired by, or issued to, the Chargor and any other documents requested by the Security Agent in order to enable the Security Agent or its nominee or nominees to be registered as the owner or otherwise obtain legal title to such further shares in accordance with this Charge,
- (b) all original share certificates (if any) and any other documents of title relating to the Charged Shares (which, for the avoidance of doubt, includes all share certificates and other documents of title relating to any shares in the Company acquired by, or issued to, the Chargor after the date of this Charge) or confirmation from the Company that it has not issued any such certificates,
- (c) executed and undated letters of resignation, together with executed and dated letters of authority from each newly appointed director (or alternate director, if any) of the Company in the form set out in Schedule 3 to this Charge,
- (d) a notice of charge from the Chargor to the Company in the form set out in Part I of Schedule 4 to this Charge in respect of any shares in the Company acquired by, or issued to, the Chargor after the date of this Charge, together with a letter of confirmation from the Company evidencing its receipt of such notice and acknowledgement of the terms thereof in the form set out in Part II of Schedule 4 to this Charge,

- (e) an executed and dated irrevocable proxy made in respect of any shares in the Company acquired by or issued to the Chargor after the date of this Charge, in favour of the Security Agent in the form set out in Schedule 5 to this Charge, and
- (f) a certified copy of the register of members of the Company showing the Chargor as the registered owner of any shares in the Company acquired by or issued to the Chargor after the date of this Charge.

6 COVENANTS BY THE CHARGOR

6.1 Negative Covenants

The Chargor covenants and undertakes that, for so long as any Secured Liabilities remain outstanding, it shall not, without the prior written consent of the Security Agent,

- (a) create or agree or attempt to agree to create or permit to exist over all or any part of the Charged Property (or any interest therein) any Security (other than created or expressly permitted to be created under this Charge, the Facility Agreement or any other Finance Document) whether ranking prior to, pari passu with or subordinate to the security contained in this Charge,
- (b) assign, sell, transfer, surrender or otherwise dispose of all or any part of the Charged Property or any right, title or interest therein or attempt or agree to do any of the foregoing (other than under this Charge or as expressly permitted under the Facility Agreement or any other Finance Document),
- (c) permit any person other than the Chargor or the Security Agent's or the Security Agent's nominee or nominees to be registered as, or become the holder of any of the Charged Property,
- (d) vote in favour of any resolution to merge or consolidate with another company or amend, modify or change the memorandum and articles of association of the Company in a way which is prejudicial to the interests of the Secured Parties or which conflict or derogate from any Finance Documents,
- (e) permit the register of members of the Company to be maintained by a registered office provider other than the person to whom the letter of instructions in Schedule 7 has been given (unless the Chargor has executed and delivered a new letter of instruction substantially in the form of Schedule 7 to the new registered office provider),

- (f) exercise any voting or other rights or do or permit to be done any act or thing which would reasonably be expected to jeopardise the rights of the Security Agent in the Charged Property or any part thereof or which might jeopardise the Charged Property or any part thereof,
- (g) take or accept any Security from the Company or, in relation to the Secured Liabilities, from any third party,
- (h) subject to the terms of any Subordination Agreement, unless directed in writing to do so by the Security Agent prove in a liquidation or winding up of the Company until all the Secured Liabilities are paid and discharged in full and if directed so to prove by the Security Agent (or if the Chargor otherwise receives any payment or other benefit in breach of this sub-clause or sub-clause 6 1(g) the Chargor shall hold all monies received by it on trust for the Security Agent to satisfy the Secured Liabilities in accordance with clause 12 1, or
- (i) purchase, redeem, otherwise acquire, cancel, sub-divide, amalgamate, reclassify or otherwise restructure any of the Charged Property (other than as expressly permitted under the Facility Agreement or any other Finance Document)

6 2 Positive covenants

The Chargor covenants and undertakes with the Security Agent that, for so long as any Secured Liabilities remain outstanding, it shall

- (a) procure that there shall be no increase or reduction in the number of authorised or issued shares of the Company, in each case, without the prior written consent of the Security Agent (other than as expressly permitted under the Facility Agreement or any other Finance Document),
- (b) procure that there shall be no change in the registered office provider of the Company without the prior written consent of the Security Agent (not to be unreasonably withheld or delayed),
- (c) ensure that it shall remain the sole legal and beneficial owner of the Charged Property free from any Security except as created by or expressly permitted under this Charge or any other Finance Document,
- (d) promptly pay (and fully indemnify the Security Agent on demand against) all calls, instalments and other payments which may be made or become due in respect of the Charged Property and in the event that the Chargor fails to make such

payments, the Security Agent may, but shall not be obliged to, make such payments on behalf of the Chargor, in which event any sums so paid shall be secured hereby, and shall be reimbursed by the Chargor on demand,

- (e) promptly forward to the Security Agent all notices, reports, accounts and other documents relating to the Charged Property which it may receive from time to time (including all notices of meetings of the shareholders of the Company and all proposed written resolutions of the shareholders of the Company),
- (f) at any time following the occurrence of an Event of Default which is continuing, it shall exercise all voting and other rights and powers which may at any time be exercisable by the holder of the Charged Property as the Security Agent may in its absolute discretion direct, and
- (g) procure that the Company shall not issue any replacement share certificates in respect of any of the Charged Shares without the prior written consent of the Security Agent

7 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Security Agent on the date of this Charge that

7.1 Legal and beneficial ownership

The Chargor is the absolute sole legal and beneficial owner of all of the Initial Shares free of all Security, encumbrances, trusts, equities and claims whatsoever (save those under this Charge or any other Finance Document) and all of the Initial Shares are validly issued and fully paid up

7.2 Share Capital

The Initial Shares represent the entire issued share capital of the Company and no other person has or is entitled to any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire or become registered holder of any issued or unissued shares in the share capital of the Company, or any such interest in those shares or in the share capital of the Company

8 RIGHTS IN RESPECT OF CHARGED PROPERTY

8.1 Voting and other rights

- (a) Unless and until the occurrence of an Event of Default which is continuing the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to the Charged Property as it sees fit provided that it does so for a purpose which is not inconsistent with this Charge or the other Finance Documents
- (b) At any time after the occurrence of an Event of Default which is continuing
 - (i) the Security Agent shall be solely and exclusively entitled to exercise all voting rights and other rights attaching to the Charged Property or any part thereof and shall be entitled to exercise such rights in such manner as the Security Agent may in its absolute discretion determine, and
 - (ii) the Chargor shall comply or procure the compliance with any direction of the Security Agent in respect of the exercise of that rights and shall promptly at the written request of the Security Agent execute and/or deliver to the Security Agent such forms of proxy as it may require in connection therewith

8.2 Dividends

- (a) Unless and until the occurrence of an Event of Default which is continuing (and subject to the terms of the Finance Documents) the Chargor shall be entitled to receive and retain all dividends and other distributions made on or in respect of the Charged Property or any part thereof and any such dividends and other distributions received by the Chargor after such time shall be held on trust by the Chargor for the Security Agent and be paid or transferred to the Security Agent on demand to be applied towards the discharge of the Secured Liabilities in the manner provided in clause 12.1

8.3 General

- (a) The Security Agent shall not have any duty to ensure that any dividends, interest or other moneys and assets receivable in respect of the Charged Property are duly and punctually paid, received or collected as and when the same become

due and payable or to ensure that the correct amounts (if any) are paid or received on or in respect of the Charged Property

- (b) The Chargor hereby authorises the Security Agent to arrange at any time for the Charged Property or any part thereof to be registered in the name of the Security Agent (or its nominee) and thereupon to be held as so registered subject to this Charge

9 ENFORCEMENT

9.1 The security created by this Charge shall become immediately enforceable if an Event of Default occurs and is continuing

9.2 The Chargor shall forthwith following the occurrence of an Event of Default which is continuing sign, seal, execute, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Security Agent may, in its absolute discretion, at any time and from time to time specify for enabling or assisting the Security Agent

- (a) to perfect its title to and security over the Charged Property or fulfil any undertaking given by the Chargor pursuant to clause 5.2 above,
- (b) to vest the Charged Property in the Security Agent or its nominee or nominees,
- (c) to procure that the Security Agent or its nominee or nominees is registered in the register of members of the Company in respect of the Charged Shares,
- (d) to exercise (or enable its nominee or nominees to exercise) any rights or powers attaching to the Charged Property,
- (e) to sell or dispose of the Charged Property, and/or
- (f) otherwise to enforce any of the rights of the Security Agent under or in connection with this Charge

9.3 At any time after the security created by or pursuant to this Charge has become enforceable pursuant to clause 9.1 above, the Security Agent may, without notice to or further consent or concurrence by, the Chargor and without prior authorisation from any court, and at all times without prejudice to any other right or remedy available hereunder or under applicable law, in its absolute discretion

- (a) take possession of, collect and get in the Charged Property or any part thereof or otherwise exercise in relation to the Charged Property or any part thereof all of the rights of an absolute owner and, for that purpose, to take such proceedings as may seem to it to be expedient,
- (b) sell, assign, exchange, transfer, grant options over or otherwise dispose of the Charged Property or any part thereof at such place and in such manner and upon such terms as the Security Agent may deem fit, with power to postpone any such sale or other disposition and in any such case the Security Agent may exercise any and all rights attaching to the Charged Property as the Security Agent in its absolute discretion may determine and without being answerable for any loss occasioned by such sale or resulting from postponement thereof or the exercise of such rights and thereupon the Security Agent shall have the right to deliver, assign and transfer in accordance therewith the Charged Property so sold, transferred, granted options over or otherwise disposed of including by way of changing the ownership of the Charged Shares as shown on the register of members,
- (c) date, deliver and present to the Company or any other person, including the Company's registered office provider, any undated documents provided to it pursuant to clause 5 or any other provision of this Charge (which, for the avoidance of doubt, will not be completed, dated and presented until this Charge has become enforceable pursuant to clause 9.1 above), including to remove the then existing directors (and alternate directors, if any) (with or without cause) of the Company, to appoint such persons as directors of the Company as it shall deem appropriate and to take all steps to register and perfect the transfer of the Charged Shares to the Security Agent or its nominee or nominees, including by completing any undated blank share transfer forms by inserting in such share transfer forms the date and the name of the transferee,
- (d) exercise all voting rights and/or consensual powers relating to the Charged Property or any part thereof and exercise such rights and powers in such manner as the Security Agent may think fit,

- (e) receive and retain all dividends, distributions, interest or other moneys or assets accruing on or in respect of the Charged Property or any part thereof, such dividends, distributions interest or other moneys or assets to be held by the Security Agent, as additional security mortgaged and charged under and subject to the terms of this Charge and any such dividends, distributions, interest and other moneys or assets received by the Chargor after such time shall be held in trust by the Chargor for the Security Agent and be paid or transferred to the Security Agent on demand,
- (f) raise or borrow money and grant security therefore over the Charged Property (either in priority to the Charge or otherwise),
- (g) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Company or relating to the Charged Property,
- (h) bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Property;
- (i) redeem any security (whether or not having priority to the Charge) over the Charged Property and to settle the accounts of any person with an interest in the Charged Property,
- (j) exercise and do (or permit the Chargor or any nominee of the Chargor to exercise and do) all such rights and things as the Security Agent would be capable of exercising or doing if it were the absolute beneficial owner of the Charged Property,
- (k) do anything else it may think fit for the realisation of the Charged Property or incidental to the exercise of any of the rights conferred on the Security Agent under or by virtue of any document to which the Chargor is party,
- (l) exercise all rights and remedies afforded to it under this Charge and applicable law,
- (m) appoint attorneys or accountants or other professionally qualified person to assist it in the performance of its rights and remedies,
- (n) bring or defend any action or other legal proceedings in the name of and on behalf of the Chargor in respect of the Charged Property,

- (o) do all acts and execute in the name and on behalf of the Chargor any document or deed in respect of the Charged Property, and
- (p) make any payment which is necessary or incidental to the performance of its functions

9 4 Nothing done by or on behalf of the Security Agent pursuant to this Charge shall render it liable to account as a mortgagee in possession for any sums

9 5 The Security Agent may delegate in any manner to any person (including any Receiver) any rights or powers exercisable by the Security Agent under this Charge

9 6 Neither the Security Agent nor its agents, managers, officers, employees, directors, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder

9 7 The Chargor waives any right it may have to require the Security Agent to enforce any other security before enforcing the security created by this Charge or to first enforce any rights against or claim payment from any person before claiming from the Chargor under this Charge

10 RECEIVER

10 1 At any time after the security created by or pursuant to this Charge has become enforceable pursuant to clause 9 1, the Security Agent may by writing, without notice to or further consent or concurrence by the Chargor appoint one or more person or persons as the Security Agent thinks fit to be a receiver (the "**Receiver**") in relation to the Charged Property Where the Security Agent appoints two or more persons as Receiver, the Receivers may act jointly or severally

10 2 The Receiver may without notice to or further consent or concurrence by the Chargor or the Company, take such action in relation to the enforcement of this Charge including, without limitation, to sell, charge or otherwise dispose of the Charged Property, to exercise any powers, discretion, voting or other rights or entitlements in relation to the Charged Property and generally to carry out any other action which he may in his sole discretion deem necessary in relation to the enforcement of this Charge

10 3 The Security Agent may from time to time determine the remuneration of the Receiver

10.4 The Receiver shall have, in addition to the other powers set-out in this Charge and all powers conferred on it by law, the following powers

- (a) power to exercise all rights of the Security Agent under or pursuant to this Charge including all voting and other rights attaching to the Charged Property,
- (b) power to make any arrangement or compromise on behalf of the Chargor in respect of the Charged Property,
- (c) power to appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may (acting reasonably) determine,
- (d) power to rank and claim in the insolvency or liquidation of the Company and to receive dividends and to accede to agreements for the creditors of the Company,
- (e) power to present or defend a petition for the winding up of the Company, and
- (f) power to do all other things incidental to the exercise of the foregoing powers

10.5 The Receiver shall be the agent of the Chargor and the Chargor alone shall be responsible for his acts and defaults and shall be liable on any contracts made, entered into or adopted by the Receiver. The Security Agent shall not be liable for the Receiver's acts, omissions, negligence or default, nor be liable on contracts entered into or adopted by the Receiver

10.6 The Security Agent may remove a Receiver in respect of all or any of the Charged Property of which he is the Receiver and after the Receiver has vacated office or ceased to act in respect of any of the Charged Property, appoint a replacement Receiver over all or any of the Charged Property in respect of which the previous Receiver shall have ceased to act

11 POWER OF ATTORNEY

11.1 The Chargor hereby irrevocably and by way of security for the payment of the Secured Liabilities and the performance of its obligations under this Charge, the Facility Agreement and the Finance Documents appoints the Security Agent and each and every person to whom the Security Agent from time to time has delegated the exercise of the power of attorney conferred by this clause to be its true and lawful attorney or attorneys (with full power to appoint substitutes and to sub-delegate) on behalf of the Chargor and in the Chargor's own name or otherwise, at any time and from time to time, to

- (a) sign, seal, execute, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Security Agent may consider to be necessary, advisable or desirable to
 - (i) perfect its security over the Charged Shares or fulfil any undertaking given by the Chargor pursuant to clause 5.2 above,
 - (ii) to carry out any obligation imposed on the Chargor by this Charge, and
 - (iii) enable the Security Agent and any Receiver to exercise or delegate the exercise of any rights, powers and authorities conferred on them by or pursuant to this Charge or by law
- (b) give proper effect to the intent and purposes of this Charge,
- (c) enable in any way in the exercise of any right or the enforcement thereof, including any power of sale of the Charged Property (whether arising under this Charge or implied by statute or otherwise), and
- (d) perform any other act of any description which may be required of the Chargor under this Charge or may be deemed by such attorney(s) necessary for any purpose of this Charge or to constitute, enhance or perfect the security intended to be constituted by this Charge or to convey or transfer legal ownership of any of the Charged Property

11.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any attorneys appointed pursuant hereto may execute or do in accordance with its appointment under this clause. In relation to the powers referred to herein, the exercise by the Security Agent of such powers shall be conclusive evidence of its right to exercise the same.

11.3 All sums expended by the Security Agent under this clause shall be recoverable from the Chargor in accordance with the terms of this Charge but without double counting any amount recoverable under any other Finance Document

12 APPLICATION OF MONIES

12.1 The Security Agent (and any Receiver) shall apply the monies received by it as a result of the enforcement of the security created hereby in the manner prescribed by Clause 28 (*Application of Proceeds*) of the Facility Agreement

12 2 The Security Agent shall not be liable for any loss or damage occasioned by

- (a) any sale or disposal of the Charged Property or an interest in the Charged Property, or
- (b) arising out of the exercise, or failure to exercise, any of its powers under this Charge, or
- (c) any neglect or default to pay any instalment or accept any offer or notify the Chargor of any such neglect or default, or
- (d) any other loss of whatever nature in connection with the Charged Property

13 PROTECTION OF PURCHASERS

13 1 No purchaser or other person dealing with the Security Agent or its delegate shall be bound to see or inquire whether the right of the Security Agent to exercise any of its powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether the delegation by the Security Agent pursuant to the terms of this Charge shall have lapsed for any reason or been revoked

14 PRESERVATION OF SECURITY

14 1 Continuing Security

- (a) The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full
- (b) This Charge is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge or other security now or hereafter held by or available to the Security Agent

14 2 Continuation of accounts

If the Security Agent receives notice of any subsequent mortgage, charge, assignment, or other disposition affecting any account opened with the Security Agent by the Chargor, or any part thereof or interest therein, the Security Agent may open a new account for the

Chargor If the Security Agent does not open a new account then unless the Security Agent gives express written notice to the contrary to the Chargor it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Security Agent shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when it received notice

15 CURRENCY

- 15 1 All monies received or held by the Security Agent subject to this Charge may at any time, before as well as after the occurrence of an Event of Default, be converted into the due currency as the Security Agent considers necessary or desirable to satisfy the Secured Obligations in that due currency at the then prevailing spot rate of exchange of the Security Agent (as conclusively determined by the Security Agent) for purchasing that due currency with the original currency

16 SECURITY AGENT

- 16 1 The Parties hereby acknowledge and agree that the Security Agent holds the benefit of this Charge (and any other security created in its favour pursuant to this Charge) on trust for and on behalf of the Finance Parties in its capacity as security agent and trustee under and pursuant to the terms of the Facility Agreement and that the Finance Parties have relied on the representations and covenants hereunder in connection with entry into the Finance Documents The retirement of the person for the time being acting as Security Agent and the appointment of any successor security agent shall be effected in the manner provided for in the Facility Agreement

17 VARIATION AMENDMENT AND WAIVER

- 17 1 This Charge shall remain in full force and effect notwithstanding any amendments or variations from time to time of the Facility Agreement or any other Finance Document
- 17 2 Any term of this Charge may only be amended with the consent of the Security Agent and the Chargor in writing
- 17 3 Any waiver by the Security Agent of any terms of this Charge shall only be effective if given in writing and then only for the purpose and upon the terms for which it is given

18 ASSIGNMENT

- 18 1 The Chargor may not assign or transfer all or any part of its rights, benefits or obligations under this Charge to any other person without the prior written consent of the Security Agent
- 18 2 The Security Agent may assign or otherwise transfer the whole or any part of the benefit of this Charge to any person to whom all or any part of its rights, benefits and obligations under the Facility Agreement are assigned or transferred and the expression the "Security Agent" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Security Agent, who shall be entitled to enforce and proceed upon this Charge in the same manner as if named herein. The Security Agent shall be entitled to disclose any information concerning the Chargor to any such assignee or other successor or any participant or proposed assignee, successor or participant, subject to the provisions as to confidentiality set forth in Clause 38 (*Confidentiality*) of the Facility Agreement

19 ENTIRE AGREEMENT

- 19 1 This Charge, the Facility Agreement and the other Finance Documents constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Charge

20 FURTHER ASSURANCE

- 20 1 The Chargor shall promptly execute all documents and do all things that the Security Agent may reasonably specify for the purpose of (a) securing and perfecting its security over or title to all or any of the Charged Property, or (b) at any time after the security created by or pursuant to this Charge has become enforceable pursuant to clause 9 1 above, enabling the Security Agent to vest all or part of the Charged Property in its name or in the names of its nominee(s), agent or any purchaser

21 PARTIAL INVALIDITY

- 21 1 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

22 NOTICES

- 22 1 The provisions set out in Clause 25 (*Notices*) of the Facility Agreement shall apply herein as if set forth herein, *mutatis mutandis*, save that references to "Obligor" shall be construed as references to the Chargor and references to "Finance Documents" shall be construed as including this Charge

23 MISCELLANEOUS

- 23 1 No delay or omission on the part of the Security Agent in exercising any right, power or remedy under this Charge shall impair that right, power or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right, power or remedy preclude any other or further exercise under this Charge of that or any other right, power or remedy
- 23 2 The Security Agent's rights powers and remedies under this Charge are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Security Agent deems expedient
- 23 3 Any waiver by the Security Agent of any terms of this Charge or any consent or approval given by the Security Agent under it shall be effective only if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given
- 23 4 Any statement, certificate or determination of the Security Agent as to the Secured Liabilities or (without limitation) any other matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Chargor
- 23 5 The Chargor shall at all times maintain an agent for service of process in the Cayman Islands Such agent shall be Care Homes No 1 Limited of c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands and any writ, judgment or other notice of legal process shall be sufficiently served on the Chargor if delivered to such agent at its address set out above The Chargor undertakes not to revoke the authority of the above agent and if, for any reason, such agent no longer serves as agent of the Chargor to receive service of process the Chargor shall promptly appoint another such agent and advise the Chargor of the new agent's name and address for service

24 COUNTERPARTS

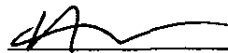
- 24 1 This Charge may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument

25 LAW AND JURISDICTION

- 25 1 This Charge is governed by, and shall be construed in accordance with, the laws of the Cayman Islands
- 25 2 The Chargor irrevocably agrees for the exclusive benefit of the Security Agent that the courts of the Cayman Islands shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes irrevocably submits to the jurisdiction of such courts
- 25 3 Nothing contained in this clause shall limit the right of the Security Agent to take proceedings which may arise out of or in connection with this Charge in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law)

IN WITNESS WHEREOF this Charge has been executed and delivered as a Deed the day and year first above written

EXECUTED AS A DEED by
NHP SECURITIES NO. 1 LIMITED
in the presence of



Signature of Witness

)
)
)
)
)

Name DAVID SMITH

Title/Capacity DIRECTOR

Name of Witness ANDREA ZEMENIDES

Address

WRAGGE LAWRENCE GRAHAM & CO LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU

EXECUTED AS A DEED by)
HCP, INC.)

Susan M. Tate

Name SUSAN M. TATE

Title/Capacity EXECUTIVE VICE PRESIDENT

SCHEDULE 1

Initial Shares

Amount or number of Initial Shares	Description of Shares
2	Ordinary shares of US \$1.00 par value each in Care Homes No 1 Limited, an exempted company incorporated with limited liability under the laws of the Cayman Islands with registered number 71496 and having its registered office at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104, Cayman Islands

SCHEDULE 2

Care Homes No.1 Limited (the "Company")

SHARE TRANSFER

The undersigned, NHP SECURITIES NO 1 LIMITED, (the "Transferor"), for value received, does hereby transfer to _____ (the "Transferee"), the ____ shares standing in its name in the Company to hold the same unto the said Transferee, subject to the Memorandum and Articles of Association of the Company

Signed by the Transferor)
in the presence of) _____
) Name
) Title/Capacity

Signature of Witness

Name of Witness
Address

Signed by the Transferee)
in the presence of) _____
) Name
) Title/Capacity

Signature of Witness

Dated this day of 20

SCHEDULE 3

PART 1

LETTER OF RESIGNATION

To The Directors
 Care Homes No 1 Limited
 Maples Corporate Services Limited
 PO Box 309
 Ugland House
 Grand Cayman KY1-1104
 Cayman Islands

_____, 20____

Dear Sirs

Letter of Resignation

I hereby resign as [a director] [an alternate director] of Care Homes No 1 Limited (the "**Company**") and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever, but to the extent that I may have any such claim, I hereby irrevocably waive the same

This resignation is to be effective as at the date hereof

Yours faithfully

[Director] [Alternate Director]

PART 2

Letter of Authority

[Date]

To HCP, INC

Dear Sirs

Share Charge dated [•] 2014 between NHP SECURITIES NO. 1 LIMITED as Chargor and HCP, INC. as Security Agent in respect of shares in Care Homes No 1 Limited (the "Share Charge")

Capitalised words and expressions used in this letter which are not expressly defined herein have the meanings ascribed to them in the Share Charge

I refer to my executed but undated letter of resignation as [a director] [an alternate director] of Care Homes No 1 Limited (the "**Company**") provided under the terms of the Share Charge

I hereby authorise you, in your absolute discretion, to date, deliver, and give full effect to and otherwise complete the attached undated letter of resignation referred to above (the "**Letter of Resignation**") following the occurrence of an Event of Default which is continuing in connection with an enforcement of the Share Charge

I hereby authorise you, following the occurrence of an Event of Default which is continuing, to send the attached Letter of Resignation to the Company's registered office, and hereby agree to and acknowledge the termination of my directorship of the Company thereby, without compensation for loss of office, arrears of pay or otherwise

I confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as Security Agent in relation to the charge granted or to be granted over shares in the Company

Yours faithfully

[Name of Director/Alternate Director]

SCHEDULE 4

PART 1

NOTICE OF CHARGE

To
Care Homes No 1 Limited
Maples Corporate Services Limited
PO Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands

[•], 201_

Dear Sirs

Re: Notice of Share Charge

We hereby notify you that pursuant to a Share Charge dated [•], 2014 (the "**Share Charge**") between NHP SECURITIES NO. 1 LIMITED (the "**Chargor**") and HCP, INC. (the "**Security Agent**"), the Chargor has granted the Security Agent a first fixed charge over the [•] shares standing in its name in Care Homes No 1 Limited (the "**Company**") and all and any other shares, warrants, and other securities of any kind (including loan capital governed by the laws of the Cayman Islands or in respect of which the Company is the debtor) of the Company now or at any time in the future beneficially owned by the Chargor or in which the Chargor has any interest (including any equity of redemption) and at any time after the Security Agent notifies you that an Event of Default (as defined in the Share Charge) has occurred and is continuing, you may take such steps as may be required to register the Security Agent or its nominee or nominees as the registered holder of the shares pursuant to the Share Charge.

Please sign the enclosed acknowledgement confirming receipt of this notice.

Yours faithfully

for and on behalf of
NHP SECURITIES NO. 1 LIMITED

PART 2
ACKNOWLEDGEMENT

To

NHP SECURITIES NO 1 LIMITED

HCP, INC

Dear Sirs

Care Homes No.1 Limited (the "Company")

We refer to the share charge entered into between NHP SECURITIES NO 1 LIMITED (the "Chargor") and HCP, INC ("Security Agent") dated [●], 2014 (the "Share Charge") in respect of shares of the Company whereby, inter alia, the Chargor granted a security interest over the Charged Property in favour of the Security Agent

Capitalised words and expressions used in this letter which are not expressly defined herein have the meanings ascribed to them in the Share Charge

The Company acknowledges receipt of the foregoing notice and confirms and undertakes that

- 1 at any time following the occurrence of an Event of Default which is continuing, written notification having been received by the Company from the Security Agent, in accordance with the articles of association of the Company, it will register in the Company's register of members any and all transfers of the Charged Property to the Security Agent (or its nominee) submitted to the Company by the Security Agent,
- 2 it shall not relocate its registered office without the prior written consent of the Security Agent (not to be unreasonably withheld or delayed),
- 3 it shall not issue any further shares or options or otherwise deal with any unissued shares in the Company without the prior written consent of the Security Agent (other than as expressly permitted under the Facility Agreement or any other Finance Document),
- 4 at the same time any notice of any meeting of the shareholders of the Company or any proposed written resolutions of the shareholders of the Company is sent to any shareholder in accordance with the articles of association of the Company, the Company shall also send a copy of any such notice to the Security Agent;

- 5 it has received no notice of any security interest over the Charged Property other than the foregoing notice,
- 6 the existence of the Share Charge has been noted in the Company's register of members and the Company's register of members will at all times be maintained in the Cayman Islands, and
- 7 it shall forthwith deliver to the Security Agent all certificates and other documents of title relating to any Charged Property

IN WITNESS whereof this acknowledgement has been duly executed as a deed

EXECUTED AS A DEED by

CARE HOMES NO 1 LIMITED

in the presence of

)

)

)

)

)

Name

Title/Capacity

Signature of Witness

Name of Witness:

Address

SCHEDULE 5

IRREVOCABLE PROXY

Care Homes No.1 Limited (the "Company")

The undersigned, NHP SECURITIES NO. 1 LIMITED (the "**Chargor**") being the legal owner of [●] shares (the "**Shares**") in the share capital of the Company, hereby makes, constitutes and appoints HCP, INC (the "**Attorney**") as the true and lawful attorney and proxy of the undersigned with full power to appoint a nominee or nominees to act hereunder from time to time and to vote the Shares at all general meetings of shareholders or stockholders of the Company with the same force and effect as the undersigned might or could do and to requisition and convene a meeting or meetings of the shareholders of the Company for the purpose of appointing or confirming the appointment of new directors of the Company and such other matters as may in the opinion of the Attorney be necessary, advisable or desirable for the purpose of implementing the Share Charge referred to below and the undersigned hereby ratifies and confirms all that the Attorney or its nominee or nominees shall do or cause to be done by virtue hereof

The Shares have been charged to the Attorney pursuant to a Share Charge dated [●] 2014 between the Chargor and the Attorney (the "**Share Charge**")

This power and proxy is given to secure a proprietary interest of the donee of the power and is irrevocable and shall remain irrevocable as long as the Share Charge is in force

This power and proxy is governed by, and shall be construed in accordance with, the laws of the Cayman Islands

IN WITNESS whereof this instrument has been duly executed on [●] 2014 as a deed

EXECUTED AS A DEED by)	
NHP SECURITIES NO. 1 LIMITED)	
in the presence of)	_____
)	Name
_____)	Title/Capacity

Signature of Witness

Name of Witness

Address

SCHEDULE 6

SHAREHOLDERS' RESOLUTIONS

Care Homes No.1 Limited (the "Company")

WRITTEN RESOLUTION OF THE SOLE SHAREHOLDER DATED THE [●] day of [●], 2014

The undersigned, being the sole shareholder of the Company, hereby resolves as SPECIAL RESOLUTIONS that the articles of association of the Company be and they are hereby amended in the following manner.

- 1 By inserting the following new definitions in Article 1, each in the appropriate alphabetical position

"Security" means any mortgage, charge or other security interest in shares in the Company in favour of the Security Agent pursuant to the Share Charge, which is notified to the Company in writing by or on behalf of the Member granting such mortgage, charge or other security interest,

"Share Charge" means the equitable share charge by NHP SECURITIES NO 1 LIMITED of all the shares in the Company registered in its name (and certain derivative rights) in favour of the Security Agent,

"Security Agent" means HCP, INC , in its capacity as security agent under the Share Charge and its successors and assigns,
- 2 By adding the following to the end of Article 9

"Notwithstanding anything to the contrary contained within these Articles, the Directors shall not register a transfer of any shares which are subject to a Security without the prior written consent of the Security Agent, and the Directors shall register any transfer in favour of the Security Agent or any person whom the Security Agent nominates pursuant to the Share Charge as the holder of any shares subject to such Security upon the enforcement of such Security Furthermore, no transferor of any shares (or proposed transferor of shares) to the Security Agent (or its nominee or nominees) nor the Security Agent (or its nominee or nominees) shall be required to offer the shares (which are or are to be the subject of any transfer aforesaid) to the Members (or to any of the Members), and no such Member shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not "
- 3 By adding the following proviso to the end of Article 10

"and further provided that at no time shall the Directors suspend the registration of the transfers of any shares that are subject to a Security "

- 4 By adding a new Article 11(c) immediately after Article 11(b), as follows

"No shares which are subject to any Security may be redeemed or repurchased by, or surrendered to, the Company "

- 5 By adding the following sentence at the end of Article 15

"Notwithstanding the previous sentence of this Article 15, the Company shall recognise the Security created by the Share Charge "

- 6 By adding the following sentence at the end of Article 16

"The Company shall at no time have any liens on any shares (or amounts payable thereon) which are subject to a Security "

- 7 By adding the following sentence at the end of Article 20(a)

"The Directors shall not make any calls in respect of any shares that are subject to a Security "

- 8 By adding a new Article 28A, immediately after Article 28, as follows:

"Notwithstanding the foregoing, the provisions of these Articles as to forfeiture shall not apply to any shares which are subject to a Security "

- 9 By adding the following to the end of Article 59

"An appointment of a proxy by a Member in favour of any person to whom that Member has granted a Security over shares may be expressed to be irrevocable (an "**Irrevocable Proxy**") and no Irrevocable Proxy shall be revoked without the prior written consent of the person appointed as proxy under such Irrevocable Proxy for so long as any obligation secured by the Security in favour of such person remains outstanding Notwithstanding any provision contained in these Articles to the contrary, an Irrevocable Proxy shall not require the approval of the Directors as to its form and for the avoidance of doubt, where a Member has appointed a person to be his proxy pursuant to an Irrevocable Proxy such Member shall not be entitled to vote such shares personally or by any subsequently appointed proxy "

NHP SECURITIES NO. 1 LIMITED

By
Title

SCHEDULE 7

INSTRUCTIONS TO REGISTERED OFFICE PROVIDER

Maples Corporate Services Limited
PO Box 309
Ugland House
Grand Cayman KY1-1104
Cayman Islands

[•], 2014

Dear Sirs

Care Homes No.1 Limited (the "Company"): Instructions to Registered Office Provider

We hereby notify you that pursuant to the share charge entered into between NHP SECURITIES NO 1 LIMITED (the "**Chargor**") and HCP, INC (the "**Security Agent**") dated [•], 2014 (the "**Share Charge**"), the Chargor has granted a security interest in favour of the Security Agent over all the shares standing in its name in the Company and all other shares in the Company from time to time legally or beneficially owned by the Chargor in the Company (the "**Shares**")

The Company and the Chargor irrevocably instruct you as follows

- 1 at any time after the Security Agent notifies you in writing that an Event of Default (as such term is defined in the Share Charge) has occurred and is continuing, you are hereby authorised and entitled to rely upon the instructions of the Security Agent to register the Security Agent or its nominee(s) (as the Security Agent may direct) as the registered holder of the Shares pursuant to the Share Charge and to otherwise comply with any directions or instructions from the Security Agent in relation thereto. Such authorisation and entitlement to rely upon the instructions of the Security Agent shall terminate upon the unconditional discharge and release of the Share Charge and notification of the same to you in writing by the Security Agent (the "**Discharge Notice**").
- 2 to make an annotation of the existence of the Share Charge and the security interests created thereby in the Company's register of members. Such annotation shall only be removed following a release of the security interests created by the Share Charge and notification of the same to you in writing by the Security Agent.

Notwithstanding the foregoing you have no responsibility to make any enquiry as to whether an Event of Default has occurred and is continuing and for the purpose of this Instruction you may rely without enquiry upon notice given to you by the Security Agent if sent to your offices for the attention of Barnabas Finnigan (by fax to 345 949 8080 or by email to barnabas.finnigan@maplesandcalder.com)

We confirm that you will not be liable to us for any loss or damage arising from actions taken by you pursuant to this Instruction

The Instruction set out in this letter shall terminate upon the earlier of the date of (i) the Discharge Notice and (ii) you ceasing to maintain the Company's register of members

The terms set out in this letter are governed by, and shall be construed in accordance with, the laws of the Cayman Islands

Yours faithfully

Care Homes No 1 Limited

Director

Acknowledged and agreed

NHP Securities No 1 Limited