



**Registration of a Charge**

Company name: **HC-ONE LIMITED**

Company number: **07712656**



X658Z88J

Received for Electronic Filing: **27/04/2017**

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**Details of Charge**

Date of creation: **17/04/2017**

Charge code: **0771 2656 0087**

Persons entitled: **HCP, INC AS SECURITY AGENT**

Brief description: **THE TENANT'S INTEREST IN (1) THE LEASE ENTERED INTO BETWEEN IT AND NHP SECURITIES (NO.2) LIMITED RELATIVE TO THE PROPERTY GENERALLY KNOWN AS BALFARG, KILMICHAEL ROAD, GLENROTHES, MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT AND (2) THE LEASE ENTERED INTO BETWEEN IT AND LIBRA CARECO CH3 PROPCO LIMITED IN RESPECT OF PROPERTY GENERALLY KNOWN AS BARLEYSTONE COURT, WESTQUARTER AVENUE, FALKIRK MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT AND (3) THE ADDITIONAL 19 LEASES MORE PARTICULARLY DESCRIBED IN THE INSTRUMENT**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GAENOR CASSELL**



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

Company number: 7712656

Charge code: 0771 2656 0087

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th April 2017 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2017 .

Given at Companies House, Cardiff on 28th April 2017

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



**HC-ONE LIMITED**  
as Chargor

and

**HCP, INC.**  
as agent and trustee for the Secured Parties

**STANDARD SECURITY**  
in respect of tenant's interest in those  
leases detailed in the Schedule

**Certified a true copy**  
Edinburgh 21/4/2017

  
for and on behalf of Burness Paull LLP

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## INSTRUMENT

by

- (1) **HC-ONE LIMITED**, a company incorporated in England & Wales under the Companies Acts with registered number 07712656 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, DL3 6AH (the “Chargor”)

in favour of

- (2) **HCP, INC.**, a company incorporated in Maryland, USA of 1920 Main Street, Suite 1200, Irvine, CA 92614 as agent and trustee for the Secured Parties as defined in the Facility Agreement referred to below (the “Security Agent”)

## CONSIDERING THAT:

- (i) the Lenders have agreed to make a loan facility available under the Facility Agreement (as defined below);
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Agent this standard security;

## NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Instrument:

“**Borrower**” means FC Skyfall Lower Midco Ltd a company registered in England and Wales with registered number 9090162;

“**Enforcement Event**” means an Event of Default so long as that Event of Default is continuing;

“**Facility Agreement**” means the facility agreement dated 30 June 2014 as amended and restated from time to time including amended and restated on 8 October 2014, 4 November 2014, 3 February 2015, 15 April 2015, 30 September 2015, 30 October 2015, 11 November 2016 and 24 May 2016 and on or around the date of this Instrument) and made between (amongst others) the Chargor, the Lenders and the Security Agent;

“**Secured Obligations**” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of each Obligor to any Secured Party under any Finance Document;

**“Secured Party”** means each Secured Party (as defined in the Facility Agreement);

**“Security”** means any Security Interest created, evidenced or conferred by or under this Instrument;

**“Security Rights”** means all rights, powers, authorities, discretion and remedies of the Security Agent created, evidenced, or conferred by or under this Instrument or by law; and

the **“Security Subjects”** means the security subjects detailed in the Schedule; and

**“Schedule”** means the Schedule annexed and signed as relative hereto.

## 1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.

1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument.

1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.

1.2.4 If the Security Agent considers that an amount paid to it or any Secured Parties 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 Instrument.

2      **BOND**

The Chargor must pay or discharge the Secured Obligations in the manner provided for in the Finance Documents including any liability in respect of further advances made under the Finance Documents.

3      **CHARGE**

The Chargor hereby in security for the payment and discharge of the Secured Obligations grants a standard security in favour of the Security Agent over the Security Subjects.

4      **STANDARD CONDITIONS**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply save for the Standard Conditions 1 to 7 and Standard Conditions 12 which shall not apply.

5      **ENFORCEMENT**

Upon the occurrence of an Enforcement Event and at any time subsequently or if the Borrower requests the Security Agent to exercise any of its powers under this Instrument:

5.1    the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions; and

5.2    the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

6      **INCORPORATION OF FINANCE DOCUMENTS**

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facility Agreement and the Security Agreement (in so far as they relate to the Security Subjects) are to be held to be incorporated in and shall be deemed to form part of this Instrument and incorporated *mutatis mutandis* but so that each reference therein to the Security Assets shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified therein.

7      **SUBSEQUENT SECURITY INTERESTS**

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



7.2 If a 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.

7.3 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 Obligations.

## **8 ASSIGNATION BY THE SECURITY AGENT**

The Security Agent may only assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent if appointed in accordance with the terms of the Facility Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Security Agent.

## **9 EXPENSES AND INDEMNITY**

Without double counting any amount recovered under any other indemnity or similar provision of any other Finance Documents, the Chargor must:

9.1 immediately on demand pay, or on an indemnity basis reimburse, all costs and expenses reasonably incurred (including legal fees) together with any VAT thereon incurred by any Secured Party, attorney, manager, agent or other person appointed by the Security Agent under this Instrument in connection with:

9.1.1 the negotiation, preparation and execution of this Instrument;

9.1.2 the completion of the transactions and perfection of the security contemplated in this Instrument; and

9.1.3 the exercise, preservation and/or enforcement of the Security or any Security Rights contemplated by this Instrument; and

9.2 keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning this Security or the Security Rights; this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise;

9.3 and any amount due but unpaid shall carry interest from the date of such demand until so reimbursed at the rate and on the basis mentioned in Clause 8.4 (*Default Interest*) of the Facility Agreement.

## **10 NOTICES**

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 34 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

## **11 GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction.

## **12 WARRANTICE AND CONSENT TO REGISTRATION**

12.1 The Chargor hereby grants warrantice.

12.2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 5 pages are executed as follows:

**THE CHARGOR**

SUBSCRIBED for and on behalf of  
the said **HC-ONE LIMITED**  
at LONDON

on 30 March 2017


By

DAVID ANDREW SMITH  
Print Full Name

  
Director

before this witness

MARK ALEXANDER BUNN  
Print Full Name

  
Witness

Address

30 SEMPLE ST

EDINBURGH

This is the Schedule referred to in the foregoing standard security between HC-One Limited and HCP, Inc. dated 30 March 2017

#### SCHEDULE

1. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and NHP SECURITIES NO.2 LIMITED, a company incorporated under the Companies Acts (Registered Number 03287983) and having its registered office at Southgate House, Archer Street, Darlington, County Durham, DL3 6AH on or around the date hereof relative to the property generally known as Balfarg, Kilmichael Road, Glenrothes, KY7 6NL (the landlord's interest being registered in the Land Register of Scotland under Title Number PFE6601)
2. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and the and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH or around the date hereof relative to the property generally known as Barleystone Court, Westquarter Avenue, Falkirk, FK2 9RY (the landlord's interest being registered in the Land Register of Scotland under Title Number STG26206)
3. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Blar Buidhe, Simons Road, Ashira House, HS1 2UT (the landlord's interest being registered in the Land Register of Scotland under Title Number ROS4939)
4. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Cairnie Lodge, Forfar Road, Arbroath, DD11 3RA (the landlord's interest being registered in the Land Register of Scotland under Title Number ANG2406)
5. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Castle Gardens, Castle Avenue, Invergordon, IV18 0LW (the landlord's interest being registered in the Land Register of Scotland under Title Number ROS4940)

6. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Chapel Level, Broom Gardens, Kirkcaldy, KY2 6YZ (the landlord's interest being registered in the Land Register of Scotland under Title Number FFE35374)
7. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Cradlehall, Cradlehall Court, Inverness IV2 5WD (the landlord's interest being registered in the Land Register of Scotland under Title Number INV13390)
8. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Douglas View, William Street, Hamilton, ML3 9AX (the landlord's interest being registered in the Land Register of Scotland under Title Number LAN99918)
9. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH2 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05555758 and having its registered office at Southgate House, Archer Street, Darlington, County Durham DL3 6AH on or around the date hereof relative to the property generally known as Fairview, Cowie Road, Bannockburn, FK7 8JW (the landlord's interest being registered in the Land Register of Scotland under Title Number STG18536)
10. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and NHP SECURITIES NO.2 LIMITED, a company incorporated under the Companies Acts (Registered Number 03287983) and having its registered office at Southgate House, Archer Street, Darlington, County Durham, DL3 6AH on or around the date hereof relative to the property generally known as Hamewith Lodge, Marchburn Drive, Aberdeen, AB16 7NL (the landlord's interest being registered in the Land Register of Scotland under Title Number ABN977)
11. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and NHP SECURITIES NO.2 LIMITED, a company incorporated under the Companies Acts (Registered Number 03287983) and having its registered office at Southgate House, Archer Street, Darlington, County Durham, DL3 6AH on or around the date hereof relative to the property generally known as Hillside View, Nethercraigs

Road, Paisley, PA2 8UE (the landlord's interest being registered in the Land Register of Scotland under Title Number REN69970)

12. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Home Farm, Home Farm Road, Portree, IV51 9LX (the landlord's interest being registered in the Land Register of Scotland under Title Number INV13403)
13. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Kerrvale (Arcadia Gardens), Kerr Drive, Glasgow, G40 2QS (the landlord's interest being registered in the Land Register of Scotland under Title Number GLA114631)
14. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Kintyre, Shore Street, Campbeltown, PA28 6BT (the landlord's interest being registered in the Land Register of Scotland under Title Number ARG10553)
15. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Lomond House and Woodside House Nursing Homes, Woodside Way, Glenrothes, KY7 5RW (the landlord's interest being registered in the Land Register of Scotland under Title Number FFE2361)
16. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Moss Park, St Johns Road, Fort William, PH33 7PR (the landlord's interest being registered in the Land Register of Scotland under Title Number INV13392)

17. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Redmill, Lady Court, East Whitburn, EH47 0PN (the landlord's interest being registered in the Land Register of Scotland under Title Number WLN3920)
18. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as Strathtay, Harley Place, Perth, PH1 5DP (the landlord's interest being registered in the Land Register of Scotland under Title Number PTH5236)
19. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as The Beeches, Ladymills Court, Limekilns Road, Dunfermline, KY12 7YD (the landlord's interest being registered in the Land Register of Scotland under Title Number FFE9066)
20. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as The Birches, Comrie Road, Crieff, PH7 4BJ (the landlord's interest being registered in the Land Register of Scotland under Title Number PTH2482)
21. ALL and WHOLE the tenant's interest in the lease entered into between the Chargor and LIBRA CARECO CH3 PROPCO LIMITED, a company registered in England and incorporated under the Companies Acts with registered number 05579560 and having its registered office at Southgate House, Archer Street, Darlington, County Durham, England DL3 6AH on or around the date hereof relative to the property generally known as The Village, Auld Road, Cumbernauld, G67 2RF (the landlord's interest being registered in the Land Register of Scotland under Title Number DMB57754)

