



**Registration of a Charge**

Company name: **HC-ONE LIMITED**

Company number: **07712656**



X6A68U20

Received for Electronic Filing: **07/07/2017**

---

**Details of Charge**

Date of creation: **05/07/2017**

Charge code: **0771 2656 0090**

Persons entitled: **HCP UK INVESTMENTS (JERSEY), LTD**

Brief description: **ALL AND WHOLE THE TENANT'S INTEREST IN THE LEASE BETWEEN THE ORIGINAL TENANT AS SPECIFIED IN THE RELEVANT ENTRY IN COLUMN 3 OF THE SCHEDULE AND THE LANDLORD AS SPECIFIED IN THE IN THE RELEVANT ENTRY IN COLUMN 4 OF THE SCHEDULE DATED 13 AND 14 APRIL 2015. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

Certified by:

**LUCY MCCARTNEY**



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

Company number: 7712656

Charge code: 0771 2656 0090

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2017 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2017 .

Given at Companies House, Cardiff on 11th July 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

~~Burness Paul~~

Certified a true copy  
Edinburgh 30.6.17  
Lynn M Macarney  
for and on behalf of Burness Paul LLP

HC-ONE LIMITED  
as Chargor

and

HCP UK INVESTMENTS (JERSEY), LTD  
as Chargee

STANDARD SECURITY

## TABLE OF CONTENTS

Clause		Page No.
1	DEFINITIONS AND INTERPRETATION	1
2	CHARGE	2
3	STANDARD CONDITIONS	2
4	NOTICES	2
5	GOVERNING LAW AND JURISDICTION	2
6	WARRANTICE	3

## **INSTRUMENT**

by

- (1) **HC-ONE LIMITED**, a company incorporated under the Companies Acts with registered number 07712656 and having its registered office at Southgate House, Archer Street, Darlington, DL3 6AH (the "**Chargor**")

in favour of

- (2) **HCP UK INVESTMENTS (JERSEY), LTD**, a company incorporated in Jersey with registered number 115704 and having its registered office at 26 New Street, St Helier, Jersey, JE2 3RA (the "**Chargee**")

**NOW IT IS HEREBY AGREED AND DECLARED** as follows:

### **1 DEFINITIONS AND INTERPRETATION**

#### **1.1 In this Instrument:**

"**Option Agreement**" means the option agreement dated on or about the date of the Chargor's execution of this Instrument and made between (amongst others) the Chargor and the Chargee;

"**Secured Liabilities**" means all present and future obligations and liabilities of the Chargor to the Chargee in terms of the Option Agreement; and

"**Security Subjects**" means ALL and WHOLE the tenant's interest in the Lease between the Original Tenant as specified in the relevant entry in column 3 of the Schedule and the Landlord as specified in the in the relevant entry in column 4 of the Schedule dated 13 and 14 April 2015 and registered in the Land Register of Scotland under the Title Number specified in the relevant entry in column 2 of the Schedule relative to the Properties as specified in the relevant entry in column 1 of the Schedule as amended and varied from time to time;

"**Schedule**" means the schedule annexed and signed as relative hereto; and

"**Standard Conditions**" means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970.

#### **1.2 Construction**

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

1.2.2 The provisions of clauses 1.2 to 1.10 and clauses 1.12 to 1.16 of the Option Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to this agreement are to be construed as references to this Instrument.

## **2 CHARGE**

The Chargor hereby in security of the performance of the Secured Liabilities grants a standard security in favour of the Chargee over the Security Subjects.

## **3 STANDARD CONDITIONS**

The Standard Conditions numbered 1, 2, 3, 4, 5, 6 and 7 shall not apply and are excluded from this Instrument and the Standard Conditions numbered 8, 9, 10, 11 and 12 shall apply but the Chargor agrees that the Standard Conditions numbered 9 and 10 shall be varied to the effect that wherever and to the extent that the Standard Conditions are inconsistent with the terms of the Option Agreement, the terms of the Option Agreement shall prevail and that to such extent the Standard Conditions shall be varied by the terms of the Option Agreement.

## **4 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 Option Agreement and the terms of clause 27 (Notices) of the Option Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

## **5 DEFAULT**

Notwithstanding the provisions of the Standard Conditions as varied by the Option Agreement and the other terms of this Standard Security or the Option Agreement, the Chargor shall only be held to be in default for the purposes of this Standard Security in the event of (a) any attempt by the Chargor to transfer the Security Subjects to a third party without the consent of the Chargee whilst the Option remains in place and (b) any failure on the part of the Chargor to implement the Transfer pursuant to and in accordance with the Option Agreement following exercise of the Option by the Chargee pursuant to the Option Agreement save where the Chargee is in breach of the Option Agreement.

## **6 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 Chargee, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Chargee to proceed against the Chargor in any other appropriate jurisdiction.

7 WARRANDICE

7.1 The Chargor hereby grants warrandice but excepting therefrom in respect of each of the interests hereby secured.

7.1.1 any Permitted Occupational Interest;

7.1.2 any Qualifying Legal Charge and/or a Qualifying Debenture (as those terms are defined in the Framework Agreement specified in the Option Agreement); and

7.1.3 any floating charge granted to the Security Agent (as defined in the Option Agreement) in accordance with the said Framework Agreement.

IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages together with the Schedule annexed hereto are executed as follows:

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

at London

on 28 June 2017

by DAVID ANDREW SMITH

Print Full Name

Director

before this witness

RODOLPH MARTIN MACLENNAN

Print Full Name

Witness

Address

30 SEMPLER STREET

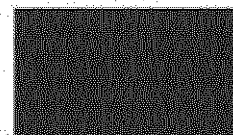
EDINBURGH



This is the schedule referred to in the foregoing Standard Security granted by HC-One Limited in favour of HCP UK Investments (Jersey), Ltd dated 2017.

Column 1: Description of Property	Column 2: Registered title number(s) – Tenant's Interest	Column 3: Original Tenant (company number)	Column 4: Landlord
Annfield House Nursing Home, 58 Annfield Gardens, Stirling FK8 2BJ	STG71480	Libra CareCo CH2 Propco Limited (05555758)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Finavon Court Care Home, 5 Carseburn Road, Forfar DD8 3HW	ANG66070	Libra CareCo CH2 Propco Limited (05555758)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Forth Bank Nursing Home, Drip Road, Stirling FK8 1RR	STG71479	Libra CareCo CH3 Propco Limited (5579560)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Greenfield Park Nursing Home, 291 Myreside Street, Glasgow G32 6BX	GLA218002	Libra CareCo CH3 Propco Limited (5579560)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Kyle Court Care Home, 23 Lochore Avenue, Paisley PA3 4BY	REN137427	Libra CareCo CH2 Propco Limited (05555758)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Linlithgow Nursing Home, 45 St Ninians Road, Linlithgow EH49 7BW	WLN48542	Libra CareCo CH2 Propco Limited (05555758)	HCP UK INVESTMENTS (JERSEY), LTD (115704)

Column 1: Description of Property	Column 2: Registered title number(s) – Tenant's Interest	Column 3: Original Tenant (company number)	Column 4: Landlord
Murrayfield House, 66 Murrayfield Avenue, Edinburgh EH12 6AY	MD160553	Libra CareCo CH3 Propco Limited (5579560)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Castle View Nursing Home, 200 Castlegreen Street, Dumbarton, G82 1JU	DMB88678	Libra CareCo CH2 Propco Limited (05555758)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Mavis Bank Nursing Home, Lennox Crescent, Bishopbriggs, Glasgow G64 1XF	GLA218004	Libra CareCo CH3 Propco Limited (5579560)	HCP UK INVESTMENTS (JERSEY), LTD (115704)
Springfield Bank Nursing Home, Cockpen Crescent, Bonnyrigg, EH19 3PN	MD160574	Libra CareCo CH3 Propco Limited (5579560)	HCP UK INVESTMENTS (JERSEY), LTD (115704)



HC-ONE LIMITED