Companies House

MR01(ef)

Registration of a Charge

Company name: **HC-ONE LIMITED**

Company number: **07712656**

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

X6A6U5WB

Details of Charge

Date of creation: **30/06/2017**

Charge code: **0771 2656 0091**

Persons entitled: **MOUNT STREET MORTGAGE SERVICING LIMITED AS SECURITY AGENT**

Brief description: **THE REAL PROPERTY INCLUDING ABERFORD HALL, OAKWOOD GREEN, LEEDS, LS8 2QU AND AS FURTHER SET OUT IN CLAUSE 4.1 OF, AND PART 1 OF SCHEDULE 2 TO, THE DEBENTURE AND DESCRIBED AGAINST HC-ONE LIMITED. FOR MORE DETAILS, PLEASE SEE THE INSTRUMENT.**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SIDLEY AUSTIN LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7712656

Charge code: 0771 2656 0091

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 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

EXECUTION VERSION

DATED 30 JUNE 2017

THE PERSONS LISTED IN SCHEDULE 1
(as Chargors)

- and -

MOUNT STREET MORTGAGE SERVICING LIMITED
(the Security Agent)

DEBENTURE

SIDLEY AUSTIN LLP
SIDLEY
REF: JR/AS/DC/39618-30040

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THIS DEED is made on 30 June 2017

BETWEEN:

(1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and

(2) **MOUNT STREET MORTGAGE SERVICING LIMITED**, as security trustee for the Secured Parties (the "**Security Agent**"),

together the "**Parties**" and each a "**Party**".

RECITALS:

(A) FC Skyfall BidCo Limited (the "**Company**"), Sculptor HC Investments S.à r.l. and Citibank, N.A., London Branch as original lenders and the Security Agent (as agent and security agent), amongst others, have entered into a £286,800,000 facility agreement dated on or about the date of this Deed (the "**Facility Agreement**") in order to enable, among, other obligors, the Company to apply the amounts borrowed thereunder towards the purposes set out therein.

(B) It is a condition to the disbursement of funds under the Facility Agreement that each Chargor executes and delivers this Deed.

(C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED AND THIS DEED PROVIDES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed, capitalised terms not otherwise defined herein shall have the meanings given to them in the Facility Agreement. In addition, the following terms shall have the meanings ascribed to them below:

"**Accounts**" means the accounts, including the Blocked Accounts, listed in Part II (*Accounts*) of Schedule 2 (*Specific Assets*) held by the Chargors and any other bank account maintained by any Chargor with any financial institution, including in each case any redesignation or renewal thereof and all balances now or hereafter standing to the credit of any such account including all interest from time to time thereon, the debt represented thereby and all rights in relation thereto.

"**Administrator**" means any person or persons for the time being acting as administrator of any Chargor pursuant to the provisions of the Insolvency Act.

"**Ancillary Liabilities**" means in relation to any Undocumented Debt:

(a) any refinancing, novation, refunding, restructuring, deferral or extension of any of those liabilities;

(b) any further advance which may be made under any agreement supplemental to the relevant facilities or credit agreement plus all interest, indemnities, fees and costs in connection therewith;

(c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant facilities or credit agreement;

(d) any claim against any Debtor flowing from any recovery by a Debtor of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and

(e) any amounts (including post insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"**Assets**" means property, assets, rights, revenues, income, uncalled capital, licences, business and undertakings and any interest therein, in each case whatsoever and wheresoever situate, present and future.

"**Assigned Agreements**" means:

(a) each Hedging Agreement to which any Chargor is party;

(b) any Subordinated Finance Document to which any Chargor is party as a lender;

(c) each Construction Document to which any Chargor is a party;

(d) each Utilisation Date Transfer Document;

(e) each Management Agreement to which any Chargor is party; and

(f) any other document governed by English law to which a Chargor is a party and is designated as such by the Security Trustee and the relevant Chargor.

"**Assigned Rights**" has the meaning given to it in Clause 4.3 (*Assignments*).

"**Blocked Accounts**" means, in relation to any Chargor:

(a) each account, which is designated as a "Blocked Account", listed in Part II of Schedule 2 (*Specific Assets*) opposite its name;

(b) any Litigation Account established in accordance with Clause 17 (*Bank Accounts*) of the Facility Agreement; and

(c) any additional account or New Account established in accordance with Clause 17 (*Bank Accounts*) of the Facility Agreement to the extent that such account is or replaces the Debt Service Account, Deposit Account, Disposals Account or Litigation Account.

"**Book Debts**" means all book and other debts (including rents) and other moneys, liabilities and monetary claims of any nature whatsoever now or hereafter due, owing or payable to any Chargor (including moneys, liabilities and claims deriving from or in relation to any Insurances, Investments, Intellectual Property Rights, any contract or agreement to which any Chargor is party, or any other Assets or rights of any Chargor, and including the benefit of any judgment or order to pay money and any amounts due or owing from any government or governmental agency including in respect of Tax) and all other rights of any Chargor to receive money (but excluding all moneys now or hereafter standing to the credit of any account held by any Chargor with any bank) and any proceeds thereof; and the benefit of (including the proceeds of all claims under) all rights, Security Interests, securities, guarantees, indemnities, negotiable instruments, letters of credit and Insurances of any nature whatsoever now or hereafter owned or held by any Chargor in relation to any of the foregoing.

"**cash**" means cash within the meaning of Financial Collateral Arrangements (No. 2) Regulations 2003.

"**Charged Assets**" means all Assets from time to time subject or expressed or intended to be subject to the Security (whether fixed or floating) under or pursuant to this Deed, and "**Charged Assets**" includes any part of any of them and any right, title, interest or benefit therein or in respect thereof.

"**Construction Documentation**" means the documents listed in Part VI (*Construction Documentation*) of Schedule 2 (*Specific Assets*).

"**Credit Claim**" means a credit claim within the meaning of the Financial Collateral Arrangements (No.2) Regulations 2003.

"**Delegate**" means a delegate or subdelegate appointed pursuant to Clause 13.5 (*The Security Agent's Rights*).

"**Equipment**" means plant, machinery, equipment (including office equipment), vehicles, computers and other chattels of any kind (but excluding any from time to time which are part of any Chargor's stock in trade or work in progress) now or hereafter owned by any Chargor and all proceeds of sale or other disposal thereof, all moneys paid or payable in respect thereof, rights under any agreement, Security Interest or guarantee in relation thereto and all other rights in relation thereto, and "**Equipment**" includes any part of any of them.

"**Excluded Accounts**" means each of the accounts specified as "Excluded Accounts" in Part III (*Excluded Accounts*) of Schedule 2 (*Specific Assets*) of this Deed (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

"**Excluded Accounts Holders**" means HC-One Limited and TTCC Limited.

"**financial collateral**" means financial collateral within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003.

"**financial instruments**" means financial instruments within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003.

"**Fixtures**" means fixtures, fittings and fixed plant, machinery and equipment (including trade fixtures and fittings) owned by any Chargor.

"**Floating Charge Assets**" means any part or parts of the Charged Assets subject to any of the floating charges contained in Clause 4.5 (*Floating Charge*).

"**Framework Agreement**" means the framework agreement dated 15 April 2015 among, *inter alios*, HCP UK Investments (Jersey), Ltd (as Landlord Holdco), HCP UK Investments (Jersey) Ltd (as First Landlord), Libra CareCo CH2 PropCo Limited (as First Tenant), FC Skyfall Lower MidCo Limited (as Tenant Holdco) and HC-One Limited (as NHP Tenant).

"**Group Shares**" means, in relation to a Chargor, the shares in any member of the Group incorporated in England and Wales owned legally or beneficially by it or, if an Event of Default is continuing, held by the Security Agent or any nominee on its behalf (including the shares in the Subsidiary identified in respect of that Chargor in Part IV (*Subsidiaries*) of Schedule 2 (*Security Assets*) (if any)) together in each case with all rights in respect thereof and all dividends, interest, cash or other distributions, accretions or Investments in respect of or deriving from the foregoing.

"**Insolvency Act**" means the Insolvency Act 1986.

"**Insolvency Rules**" means the Insolvency (England and Wales) Rules 2016 (S.I. 2016/1024).

"**Insurances**" means contracts or policies of insurance or indemnity of any kind (including life insurance or assurance), but excluding the Title Indemnity Insurance Policies, now or hereafter taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has any interest, and all rights in relation thereto, proceeds thereof, claims and returns of premium in respect thereof (and includes the insurance policies listed in Part V (*Insurances*) of Schedule 2 (*Specific Assets*).

"**Intellectual Property Rights**" means patents, registered designs, copyrights, inventions, semi-conductor topography rights, rights in designs, rights in trade marks and service marks, business names and trade names, get up, logos, domain names, moral rights, rights in confidential information, rights in know-how, database rights, rights protecting goodwill, or reputation and any interests (including by way of licence or sub-licence) in any of the foregoing, and any other intellectual property rights and interests whatsoever now or hereafter owned by any Chargor or in which it has any interest, in each case whether registered or not and including all applications, rights to apply for and rights to use the same and all fees, royalties and other rights of every kind relating to or deriving from any of the same.

"**Investments**" means shares (excluding Group Shares), stocks, bonds, notes, certificates of deposit, debenture stocks, loan stocks and other securities or investments of any kind and all rights relating to any of the foregoing (including rights relating to any of the same which are deposited with, registered in the name of or credited to an account with any clearing system or house, depositary, custodian, nominee, controller, investment manager or other similar person or their nominee, in each case whether or not on a fungible basis and including all rights against such person); warrants, options or other rights to subscribe for, purchase, call for delivery

of, redeem, convert other securities or investments into or otherwise to acquire any of the foregoing; and units in a unit trust scheme (as defined in section 237(1) of the Financial Services and Markets Act 2000); together in each case with all rights in respect thereof and all dividends, interest, cash or other distributions, accretions or Investments in respect of or deriving from any of the foregoing, and "**Investments**" means any of the foregoing including any part of them.

"**Law of Property Act**" means the Law of Property Act 1925.

"**Legally Mortgaged Property**" means the Real Property listed in Part I (*Real Property*) of Schedule 2 (*Specific Assets*) together with any other Real Property which may in future be legally mortgaged or charged by way of fixed security by any Chargor to the Security Agent by or pursuant to this Deed, and "**Real Property**" includes any part of any such property.

"**Liability**" means any present or future liability (actual or contingent), together with:

(a) any permitted novation, deferral or extension of that liability;

(b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;

(c) any claim for damages or restitution in the event of rescission of that liability or otherwise;

(d) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise; and

(e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

"**Loss**" means any liability, damages, claims, cost, loss, penalty, expense, demand (or actions in respect thereof) including, legal, accounting or other charges, fees, costs, disbursements and expenses in connection therewith.

"**Management Agreements**" means:

(a) any operating leases entered into between any of the Obligors;

(b) the term sheet dated 30 June 2015, approved by the board of directors of Meridian Healthcare Limited, pursuant to which HC-One Limited is required to perform management, corporate and administrative services on behalf of Meridian Healthcare Limited; and

(c) the management services agreement dated 9 February 2017 between HC-One Limited and HC-One Beamish Limited pursuant to which HC-One has agreed to provide the Management Services (as defined therein).

"**Mortgaged Investments**" means Investments from time to time subject or expressed to be subject to the Security, and "**Mortgaged Investments**" includes any part of any of them.

"**Permitted Security Interests**" means any Security Interest permitted under the Facility Agreement.

"**Proceedings**" means any proceedings, suits or actions arising out of or in connection with any Disputes or otherwise arising out of or in connection with this Deed (including regarding its existence, validity or termination).

"**Real Property**" means freehold, heritable or leasehold property in England and Wales or Scotland and any other land or buildings anywhere in the world, any estate or interest therein and any reference to "**Real Property**" includes a reference to all rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon.

"**Receiver**" means a receiver appointed under this Deed or pursuant to any applicable law, and includes more than one such receiver and any substituted receiver and an administrative receiver so appointed as defined in Section 251 of the Insolvency Act.

"**Related Rights**" means, in relation to any asset:

(a) all rights under any licence, agreement for sale, agreement for lease or other use, insurance policy or supplemental or collateral agreement in respect of all or any part of that asset;

(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;

(c) the proceeds of sale of all or any part of that asset; and

(d) any other moneys paid or payable in respect of that asset.

"**Security**" means any or all of the Security Interests created or expressed to be created, or which may at any time hereafter be created, by or pursuant to this Deed.

"**Security Interest**" means any mortgage or sub-mortgage, standard security, fixed or floating charge or sub-charge, pledge, lien, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or other security interest whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement).

"**Subordinated Debt**" means all Liabilities payable, owing, due or incurred by any Debtor (as such term is defined in the Subordination Agreement) to any Subordinated Creditor (as such term is defined in the Subordination Agreement), including (without limitation) under or in connection with any Subordinated Finance Document or any Undocumented Subordinated Debt.

"**Subordinated Finance Document**" has the meaning given to it in the Subordination Agreement.

"**Subsidiary**" means each of the entities set out in Part IV (*Subsidiaries*) of Schedule 2 (*Specific Assets*).

"**Undocumented Subordinated Debt**" means all Liabilities payable, owing, due or incurred by any Debtor (as such term is defined in the Subordination Agreement) to any Subordinated Creditor (as such term is defined in the Subordination Agreement) together with any Ancillary Liabilities relating thereto, which are not evidenced or recorded by a Subordinated Finance Document but which otherwise exist from time to time.

"**Utilisation Date Transfer Companies**" has the meaning given to it in Clause 7.13(b).

"**Utilisation Date Transfer Documents**" means each share purchase agreement, dated on the date hereof, relating to the transfer of each Utilisation Date Transfer Company in connection with the Utilisation Date Transfers.

1.2 The provisions of Clauses 1.2 (*Construction*) to 1.3 (*Scottish terms*) (inclusive) and 1.6 (*Currency symbols and definitions*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

1.3 The undertakings and other obligations of each of the Chargors, the Security Agent or any other person under this Deed shall at all times be read and construed as subject to the provisions of the Facility Agreement which shall prevail in case of any conflict.

1.4 For the purpose of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, this Deed incorporates all the terms of the Facility Agreement and the other Finance Documents.

2. TRUST

The Security Agent shall hold, and hereby declares that it shall hold, the benefit of the Security and the benefit of all representations, warranties, covenants and undertakings under this Deed on trust for the Secured Parties on and subject to the terms of this Deed and the Finance Documents and each Chargor hereby acknowledges such trusts.

3. COVENANT TO PAY

3.1 Covenant to Pay

Each Chargor covenants with the Security Agent duly and punctually to pay or discharge all Secured Liabilities which may from time to time be or become due, owing, incurred or payable by such Chargor (whether as principal or surety and whether or not jointly with another) at the times when, and in the currency and in the manner in which, they are expressed to be due, owing, incurred or payable.

3.2 **Interest on Demands**

If a Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum from the due date until the date of payment and such amount of interest shall be determined in accordance with the provisions of Clause 8.4 (*Default interest*) of the Facility Agreement.

4. **SECURITY**

4.1 **Real Property**

Each Chargor hereby charges by way of first fixed continuing security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under each of the following:

(a) by way of first legal mortgage, all Real Property in England and Wales (including that listed in Part I of Schedule 2 (*Specific Assets*)) owned by the relevant Chargor at the date of this Deed; and

(b) by way of first fixed charge, all Real Property owned by or charged to the relevant Chargor at the date of this Deed to the extent not charged by (a) above, and all Real Property acquired by it after the date of this Deed, but excluding the rights, title and interest of each Chargor under the HCP Lease Agreements.

4.2 **Rental Income**

Each Chargor hereby assigns by way of security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under all Rental Income in respect of all Real Property in England and Wales (including that listed in Part I of Schedule 2 (*Specific Assets*)) owned by the relevant Chargor, and all other Real Property acquired by it after the date of this Deed.

4.3 **Assignments**

Each Chargor hereby assigns absolutely with full title guarantee to the Security Agent as security for the payment and discharge of the Secured Liabilities all such Chargor's right, title, interest and benefit from time to time (both present and future) in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

(a) the Assigned Agreements to which it is party;

(b) the Reports in respect of which it is an addressee; and

(c) the proceeds of any Insurance Policy and all Related Rights for which it is the named loss payee,

(together, the "**Relevant Agreements**")

and, in respect of each of the foregoing, the right to demand and secure all monies whatsoever payable to or for its benefit under or arising therefrom, all remedies provided for in any of them or available by law or in equity in relation thereto, the right to compel performance thereof and all other rights, interests and benefits whatsoever accruing or for its benefit arising therefrom, including all authorisations (statutory or otherwise) held or required in connection therewith (together, the "**Assigned Rights**")

4.4 **Fixed Charges**

Each Chargor hereby charges by way of first fixed continuing security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under each of the following:

(a) to the extent not effectively assigned under Clause 4.3 (*Assignments*), the Relevant Agreement to which it is a party and the Assigned Rights relating thereto;

(b) all its present and future Book Debts and all its other present and future negotiable instruments, other than any which are Investments;

(c) all Accounts held by it, but excluding (in respect of the Excluded Accounts Holders) the Excluded Accounts;

(d) all present and future Equipment (other than Equipment situated on HCP Sale & Leaseback Properties and secured pursuant to the HCP Sale & Leaseback Security) owned by it;

(e) all present and future Intellectual Property Rights of which it is the owner or beneficiary;

(f) all its present and future Investments;

(g) all its present and future Group Shares;

(h) all Undocumented Subordinated Debt due, owing, payable or incurred to such Chargor;

(i) each Care Contract to which it is a party;

(j) the Framework Agreement, provided it is a party thereto;

(k) the trusts constituted pursuant to the Utilisation Date Transfer Documents and the property held on trust in its favour under such trusts; and

(l) all its present and future goodwill, present and future uncalled capital (if any),

and, to the extent not effectively assigned under Clause 4.3 (*Assignments*)) or charged pursuant to any of the preceding provisions of this Clause 4.4 (*Fixed Charges*), the benefit of all present and future agreements, insurances, reports, licences, consents, undertakings, authorisations, warranties, covenants, guarantees and indemnities or

other documents of any nature held or to be held by it in connection with its business or the use of its Charged Assets (but excluding any licence requiring the licensor's consent to the creation of Security Interests under this Deed if such consent has not been obtained), and any right it has to receive all compensation and VAT payable in respect thereof, but expressly excluding (in relation to the Excluded Accounts Holders) the Excluded Accounts.

4.5 **Floating Charge**

(a) Each Chargor hereby charges by way of first floating charge and by way of further continuing security to and in favour of the Security Agent for the discharge and payment of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under in respect of all its Assets (including all stock in trade), including any expressed to be assigned or charged by any of the foregoing provisions of this Clause 4 (*Security*).

(b) Each floating charge created by this Clause 4.5 (*Floating Charge*) shall rank behind all the fixed Security Interests created by or pursuant to this Deed by such Chargor to the extent that they are valid and effective as fixed Security Interests but shall rank in priority to any other Security Interests hereafter created by the relevant Chargor except for Permitted Security Interests.

(c) The floating charge created by this Clause 4.5 (*Floating Charge*) in respect of the Excluded Accounts Holders shall not extend to or include any of the Excluded Accounts.

(d) Each floating charge created by a Chargor pursuant to paragraph (a) of this Clause 4.5 (*Floating Charge*) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

4.6 **Full Title Guarantee**

Each mortgage, assignment, charge or other disposition in favour of the Security Agent referred to in the previous provisions of this Clause 4 (*Security*) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (save in relation to property, assets, rights and interests situated in or otherwise subject to the laws of Scotland, with absolute warrandice).

5. **REDEMPTION OF SECURITY**

5.1 On the irrevocable and unconditional payment or discharge in full of all of the Secured Liabilities, the Security Agent, at the request and cost of each Chargor without recourse to any representation or warranty by any Secured Party or any of its nominees, shall release the Charged Assets in respect of the relevant Chargor from the Security, cancel and discharge the Security and reconvey, reassign or retransfer (as applicable) to or to the order of the relevant Chargor any Charged Assets assigned by such Chargor to the Security Agent (and do all such things and execute all documents as may reasonably be necessary to give effect to such release, cancellation, discharge, conveyance, reassignment and/or retransfer and, promptly following such actions,

deliver to the Chargors all title documents, certificates and other documents deposited with the Security Agent in connection with Charged Assets).

5.2 If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Deed and the Security shall continue and such amount shall not be considered to have been irrevocably paid.

5.3 If requested by a Chargor, the Security Agent, at the relevant Chargor's sole cost, will provide a letter of non-crystallisation in respect of such Chargor's floating charge set out in Clause 4.5 (*Floating Charge*) in respect of any Real Property which is the subject of a disposal permitted under Clause 22.4 (*Disposals*) of the Facility Agreement.

5.4 Clause 29.29 (*Release of Security*) of the Facility Agreement shall apply *mutatis mutandis* to this Deed.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each Chargor represents and warrants to the Security Agent on the date of this Deed that:

(a) **Accuracy of information**: As at the date of this Deed, Schedule 2 (*Specific Assets*) identifies all of the Real Property, Accounts (other than the Excluded Accounts), Subsidiaries and Insurances (other than the Title Indemnity Insurance Policies) in which it has any interest.

(b) **Ownership**: It is the absolute sole legal and beneficial owner of the Assets expressed to be mortgaged, assigned or charged by it under this Deed.

(c) **No prejudicial action taken**: It has taken no action or steps to prejudice its rights, title or interest in, to or under any of the Charged Assets.

(d) **Intellectual Property Rights**: It has obtained and has good title to all Intellectual Property Rights, leases, licences, authorisations and consents in respect of its Assets and its business in each case as are required or desirable to enable it lawfully to carry on its business as conducted at the date of this Deed.

6.2 Each of the representations and warranties in Clause 6.1 above are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and the first day of each Interest Period, other than sub-Clause 6.1(b) in relation to the shares owned in the Utilisation Date Transfer Companies, for which such representation and warranty will be made on the date that the register of members of the relevant Utilisation Date Transfer Company is updated pursuant to Clause 7.13(b)(iii) and on the first day of each Interest Period thereafter.

7. COVENANTS RELATING TO ASSETS – PERFECTION, RESTRICTIONS ON DEALINGS, PROTECTION

7.1 Documents of Title

Without prejudice to Clause 12 (*Further Assurances, Power of Attorney, etc.*), unless the Security Agent otherwise agrees that these may be retained by the relevant Chargor, at that Chargor's risk and to the order of the Security Agent, each Chargor shall, immediately after execution of this Deed or, if later, promptly upon receipt by it or on its behalf or for its account, by way of security for the Secured Liabilities deliver to the Security Agent (or any person nominated by the Security Agent to hold the same on its behalf including any solicitors), who shall be entitled to hold and retain them at that Chargor's risk during the subsistence of the Security, all title deeds, documents of title, certificates and other documents constituting or evidencing title to all of each Chargor's present or future Real Property.

7.2 Assets and Security Generally

In addition and without prejudice to any other provisions of this Deed, each Chargor shall:

(a) take all action available to it (including making all filings and registrations) necessary for the creation, perfection, preservation, protection or maintenance of the Security created by it;

(b) promptly notify the Security Agent in writing if it acquires or agrees to acquire any rights, title or interest in, to or under any Real Property;

(c) at all times take all proper steps available to it to preserve and otherwise protect the Charged Assets and maintain all necessary Intellectual Property Rights, registrations, leases, licences, authorisations and consents to enable it to enforce its rights in, to and under the Charged Assets, and not take or omit to take any action the taking or omission of which may have a material adverse effect on the relevant Chargor's goodwill, other than as expressly permitted under the Facility Agreement; and

(d) not do or suffer to be done anything which could prejudice any of the Security or its priority or the position of the Security Agent under this Deed.

7.3 Real Property

In addition and without prejudice to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor hereby irrevocably:

(a) consents to the registration of a restriction in the Proprietorship Register relating to the title number or numbers under which the whole or any part of the Legally Mortgaged Property is registered at HM Land Registry in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge

registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Mount Street Mortgage Servicing Limited referred to in the charges register."

(b) consents (in the case of any Real Property forming part of the Charged Assets title to which is registered or registrable at HM Land Registry but which does not form part of the Legally Mortgaged Property) to the registration of an agreed notice by the Security Agent against the title or titles under which such Real Property is registered; and

(c) authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute on the relevant Chargor's behalf and deliver to HM Land Registry any form (including Land Registry form RX1 and AN1), document or other information requested by HM Land Registry with regard to either or both of the above.

7.4 **Acquisitions of Real Property**

Each Chargor shall immediately notify the Security Agent of the acquisition of any Real Property and shall:

(a) immediately on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage of (or, if that Real Property is situated in Scotland, a standard security over) that Real Property in favour of the Security Agent in any form (consistent with this Deed, other than in the case of a standard security) as the Security Agent may require;

(b) if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Real Property and of the Security Agent as proprietor of any legal mortgage entered into pursuant to paragraph (a) of this Clause 7.4 (*Acquisitions of Real Property*); and

(c) in any event, take all necessary steps for the registration of the Security on the relevant register of title at the relevant Land Registry and the registration of a restriction in the form set out in paragraph 7.3(a) above.

7.5 **Assigned Agreements**

(a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

(i) immediately after execution of the Deed or, in the case of Assigned Agreements (other than in respect of the documents listed at numbers 1 to 17 (inclusive) of the Construction Documentation) designated as such pursuant to limb (f) of the definition of Assigned Agreements, immediately after such designation, execute and deliver to the relevant

counterparty to such Contract, with a copy to the Security Agent, notices of assignment, substantially in the form set out in Schedule 4 (*Form of Notice for Assignment of Assigned Agreements*), in respect of each Assigned Agreement; and

(ii) use its reasonable endeavours to procure that each counterparty to which it delivers a notice of assignment in accordance with paragraph (a) above, delivers to the Security Agent an acknowledgement in writing substantially in the form attached to each such notice.

(b) Where a counterparty (a "**Counterparty**") to an assignor or chargor of an Assigned Agreement under this Deed is a party to this Deed, the Counterparty:

(i) acknowledges that it has been notified of the relevant assignment or charge by being a party to this Deed; and

(ii) consents to, and acknowledges, the relevant assignment or charge of the relevant Assigned Agreement.

(c) No notice or acknowledgment is required to be given under this Clause 7.5 in respect of any Assigned Agreement to the extent that the Counterparty has given is acknowledgement pursuant to paragraph (b)(i) above.

7.6 **Construction Documentation**

(a) Except where the relevant counterparty has suffered an Insolvency Event, each Chargor shall use reasonable endeavours to procure the consent of the counterparties to the documents listed at numbers 1 to 17 (inclusive) of the Construction Documentation to which it is a party to an assignment by way of security of such documentation from the relevant Chargor to the Security Agent within eight weeks of the date of this Deed.

(b) The Chargor which is a party to such Construction Documentation, shall serve notice of such assignment by way of security on the counterparties to the relevant Construction Documentation prior to the Utilisation Date, or in the event that consent is required, within two weeks of receiving such consent.

7.7 **Third Party Consents etc.**

If a Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed legal mortgage or charge) an asset under this Deed and such mortgage, assignment or charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than an Affiliate) has not been obtained:

(a) that Chargor shall notify the Security Agent immediately;

(b) the relevant mortgage, assignment or charge will not take effect until that consent is obtained or such restriction on the creation of security over any such asset is removed;

(c) subject to paragraph (d) of this Clause 7.7 (*Third Party Consents etc.*), the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;

(d) unless the Security Agent otherwise requires, that Chargor shall use reasonable endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent; and

(e) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under Clause 4.2 (*Rental Income*), Clause 4.3 (*Assignments*) or Clause 4.4 (*Fixed Charges*).

7.8 **Insurances**

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

(a) immediately after execution of the Deed or, in the case of any Insurances entered into after the date of this Deed, within three Business Days after the inception of such Insurance, execute and deliver to the Security Agent notices of assignment, substantially in the form set out in Schedule 5 (*Form of Notice for Insurance Policies*), in respect of each Insurance; and

(b) procure (in respect of any counterparty which is an Affiliate) or use its reasonable endeavours to procure that each insurer (other than an Affiliate) to which it delivers a notice of assignment in accordance with paragraph (a) above, delivers to the Security Agent an acknowledgement in writing substantially in the form attached to each such notice.

7.9 **Book Debts and Accounts**

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*):

(a) each Chargor shall, with respect to each Account held in such Chargor's name:

(i) deliver to the bank at which such Account is held written notice of, among other matters, the Security granted by the Chargor over such Account pursuant to this Deed, in substantially the form set out in Schedule 3 (*Form of Notice for Accounts*); and

(ii) procure that such bank delivers to the Security Agent written acknowledgement of such notice, in substantially the form set out in Schedule 3 (*Form of Notice for Accounts*),

in each case not later than:

(A) with respect to each Account (other than the Day One NatWest Accounts) that is open as at the Utilisation Date:

(I) if disbursement of the Loan takes place prior to 5:00 p.m. on the Utilisation Date, the Utilisation Date; or

(II) if disbursement of the Loan takes place after 5:00 p.m. on the Utilisation Date, the Business Day immediately following the Utilisation Date;

(B) with respect to each Day One NatWest Account and each Day One IOM Account, 45 days following the date of this Deed, save where such Day One NatWest Account or Day One IOM Account, as applicable, is replaced with another Account in accordance with Clause 17.2(e) or 17.2(f), as applicable, of the Facility Agreement, in which case sub-Clause (C) below shall apply to such replacement Account; and

(C) with respect to each Account that is opened after the Utilisation Date, two Business Days following the date on which it is opened or (if earlier), in the case of any Account that replaces a Day One NatWest Account or a Day One IOM Account in accordance with Clause 17.2(e) or 17.2(f), as applicable, of the Facility Agreement, 45 days following the date of this Deed; and

(b) each Chargor shall execute and deliver to the Security Agent promptly on request, in such form as the Security Agent may reasonably require, a legal assignment of all the relevant Chargor's rights, title and interest in and to such of the Book Debts as the Security Agent may specify generally or specifically and give such notices to the relevant debtors and take all such steps as the Security Agent may reasonably require to perfect or protect such assignment.

7.10 **Mortgaged Investments**

(a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfections, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall deposit with the Security Agent promptly after execution of this Deed, all certificates, documents of title and other documents representing or other documentary evidence of ownership in relation to the Mortgaged Investments.

(b) Each Chargor shall:

(i) duly and promptly pay and indemnify the Security Agent (or the Security Agent's nominee) against all calls and other moneys which may lawfully be required to be paid in respect of any of the Mortgaged Investments;

(ii) promptly on the offer, accrual or issue of any Investments in respect of or derived from the Mortgaged Investments, notify the Security Agent thereof and promptly deposit with the Security Agent as soon as the same are within the relevant Chargor's possession or control all certificates, documents of title and other documents representing or other documentary evidence of ownership and any other documents received in relation to such Investments; and

(iii) promptly upon receipt, deliver to the Security Agent a copy of all material circulars, notices, reports, accounts or other documents received by the relevant Chargor or its nominee in connection with any of the Mortgaged Investments.

(c) Unless an Event of Default is continuing, all voting and other rights relating to the Mortgaged Investments may be exercised (or not exercised) by the relevant Chargor as it elects, provided that the relevant Chargor shall not (save with the prior written consent of the Security Agent) exercise or fail to exercise any such rights in any manner or for any purpose which would breach the terms of the Finance Documents or would prejudice the Security over any Mortgaged Investment, or adversely affect its value or the ability of the Security Agent to exercise its rights under this Deed.

(d) If an Event of Default is continuing:

(i) the Security Agent or, as the case may be, any Receiver shall be entitled to exercise or direct the exercise of or refrain from such exercise all voting and other rights now or at any time relating to the Mortgaged Investments as it sees fit (but shall not be liable for any such exercise or non-exercise or for any failure to forward to the relevant Chargor any circular, notice or other document relating to the Mortgaged Investments, in each case save only to the extent caused by its fraud, gross negligence or wilful default);

(ii) each Chargor shall comply or procure the compliance with any direction of the Security Agent or, as the case may be, any Receiver in respect of the exercise of such rights and shall deliver to the Security Agent or, as the case may be, any Receiver such forms of proxy or other appropriate forms of authorisation the Security Agent or, as the case may be, any Receiver may require with a view to enabling that person or its nominee to exercise such rights;

(iii) the Security Agent shall be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Mortgaged Investments and apply the same as provided by Clause 16.1 (*Order of Application*), provided that at any time when any Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in

connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of such Investments; and

(iv) the Security Agent or its nominee(s) may to the exclusion of each Chargor exercise (or refrain from exercising), in the name of the relevant Chargor or otherwise, all rights of or exercisable by a legal and beneficial owner (whether conferred by statute or otherwise) of the Mortgaged Investments all rights conferred on trustees by section 10(3) and (4) of the Trustee Act 1925 in respect of Investments or property subject to a trust and all rights incidental or conducive to the exercise of its rights in relation to Investments (and any proceeds of such exercise shall form part of the Charged Assets);

(e) No Chargor shall nominate any person, other than the Security Agent (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise.

7.11 **Clearance systems**

(a) Each Chargor shall, if so requested by the Security Agent:

(i) instruct or request its nominee or custodian to instruct any clearance system (including without limitation, CREST) to transfer any Investment held by it or its nominee or custodian for that Chargor to an account of the Security Agent or its nominee with that clearance system; and

(ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.

(b) The Security Agent may, at the expense of each Chargor, take whatever action the Security Agent considers necessary for the dematerialisation or rematerialisation of the Investments.

7.12 **Custodian arrangements**

Each Chargor shall:

(a) promptly give notice of this Deed to any custodian of any Investment in any form which the Security Agent may reasonably require; and

(b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

7.13 **Group Shares**

(a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings,*

Protection) and Clause 12 (*Further Assurances, Power of Attorney, etc.*) and subject to sub-Clause (b) below, each Chargor shall, immediately after execution of this Deed, deposit with the Security Agent (or other person nominated by the Security Agent):

(i) all share certificates, documents of title and other documentary evidence of ownership in relation to the Group Shares (other than in relation to the Utilisation Date Transfer Companies) and (in relation to the Utilisation Date Transfer Companies) all share certificates in relation to the Utilisation Date Transfer Companies;

(ii) undated transfers of the relevant Chargor's Group Shares (other than in relation to the Utilisation Date Transfer Companies) duly executed by the relevant Chargor with the name of the transferee left blank, or if the Security Agent so requires, duly executed by the relevant Chargor or its nominee in favour of the Security Agent (or its nominee);

(iii) letters of resignation with respect to each of the directors of the Subsidiaries, executed by the relevant directors but left undated, and the Security Agent agrees that it shall only date such resignation letters following enforcement of the Security constituted by this Deed with respect to any Group Shares of any company of which the resigning officer is a director, in order to facilitate the sale of such Group Shares in connection with the enforcement of such Security (provided that the Security Agent shall be under no obligation to date the letters on such date or at any time after); and

(iv) such other documents as the Security Agent may require to enable the Security Agent (or its nominee) or, if an Event of Default is continuing, any purchaser, to be registered as the owner of, or otherwise to obtain legal title to, the Group Shares owned by the relevant Chargor in the relevant Subsidiary.

(b) With respect to any Group Shares owned in FC Skyfall BidCo Limited, FC Beamish BidCo Limited and FC Skyfall TA Limited (the "**Utilisation Date Transfer Companies**") only, the Chargors undertake as follows:

(i) within two Business Days following execution of this Deed, to make or procure that an application is made on their behalf to HM Revenue & Customs for relief from stamp duty in connection with the Utilisation Date Transfers relating to each Utilisation Date Transfer Company;

(ii) to take or procure that all action is taken to ensure that HM Revenue & Customs has all information necessary to make a speedy adjudication on the application and to respond promptly to any requests made by HM Revenue & Customs in connection with the application;

(iii) within five Business Days following HM Revenue & Customs giving its adjudication for relief from stamp duty, to update the register of members of each Utilisation Date Transfer Company and deposit with the Security Agent:

(A) all share certificates, documents of title and other documentary evidence of ownership in relation to the Utilisation Date Transfer Companies; and

(B) undated transfers of the relevant Chargor's Group Shares relating to the Utilisation Date Transfer Companies duly executed by the relevant Chargor with the name of the transferee left blank, or if the Security Agent so requires, duly executed by the relevant Chargor or its nominee in favour of the Security Agent (or its nominee).

(iv) to ensure that duly stamped transfer forms are received from HM Revenue & Customs within 90 days of making such application, provided that, in the event that duly stamped transfer forms are not received from HM Revenue & Customs within such period due solely to HM Revenue & Custom's administrative delay, such period shall be extended by a further 90 days.

7.14 **Equipment**

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

(a) promptly upon request the Security Agent, attach and maintain on each item of Equipment with a value of over £7,500 (as determined by the Security Agent acting in its absolute discretion) and which is subject to a fixed charge, in a prominent position, an identification plaque containing the following wording:

"NOTICE OF ASSIGNMENT/CHARGE

This machine and additions and ancillary equipment are subject to an assignment/a first fixed charge in favour of Mount Street Mortgage Servicing Limited."

or such other permanent notices of the Security over such Equipment in such other form as the Security Agent may reasonably require and not conceal, alter or remove such plaque or permanent notice or permit it to be concealed, altered or removed;

(b) not fix or permit the affixing of any of the Charged Assets to any Real Property which is not itself a Charged Asset; and

(c) unless an Event of Default is continuing or the Security Agent gives notice terminating such right of possession, and subject to the provisions of this Deed, retain possession of the Equipment as bailee only.

7.15 **Intellectual Property Rights**

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall promptly on

request by the Security Agent, execute and do all acts, things and documents as the Security Agent may reasonably require to record the Security Agent's interest in any registers relating to any of the Intellectual Property Rights.

8. CRYSTALLISATION OF FLOATING CHARGE

8.1 In addition and without prejudice to any other event resulting in crystallisation of the floating charges, but subject to any prohibition or restriction imposed by law, if at any time:

(a) an Event of Default is continuing;

(b) the Security Agent (acting reasonably) considers that the Charged Assets or any part thereof is in danger of being seized or sold under any form of distress, diligence, execution, diligence or other legal process levied or threatened or is otherwise in jeopardy; or

(c) if any other circumstance occurs which the Security Agent (acting reasonably) considers does or is likely to threaten, jeopardise or prejudice any of the Charged Assets or Security or the priority of any Security,

the Security Agent may by notice in writing to a Chargor convert the floating charge created by such Chargor under Clause 4.5 (*Floating Charge*) into a fixed charge as regards any Floating Charge Assets as may be specified (generally or specifically) in that notice or, if none is specified, all the Floating Charge Assets.

8.2 In addition and without prejudice to any law or other event resulting in crystallisation of a floating charge, but subject to any prohibition or restriction imposed by law, each floating charge created by Clause 4.5 (*Floating Charge*) shall without notice automatically be converted into a fixed charge over:

(a) all Floating Charge Assets, if and when:

(i) any Chargor ceases to carry on business or a material part thereof or ceases to be a going concern;

(ii) an Insolvency Event occurs in relation to any Chargor;

(iii) (without prejudice to sub-Clause (b) of this Clause 8.2 (*Crystallisation of Floating Charge*)) the holder of any other Security Interest over any or all of the Floating Charge Assets whether ranking in priority to or *pari passu* with or after the Security appoints a receiver or any floating charge given by any Chargor to any other person crystallises for any reason whatsoever; or

(iv) the Security Agent serves a notice on the Company pursuant to Clause 24.23 (*Acceleration*) of the Facility Agreement;

(b) any Floating Charge Assets which become subject or continue to be subject to any actual or purported Security Interest (other than a Permitted Security Interest) in favour of any person other than the Security Agent or which is/are the subject of any actual or purported sale, transfer or other disposition, in

either case contrary to the covenants contained in the Facility Agreement, immediately prior to such actual or purported Security Interest arising or such actual or purported sale, transfer or other disposition being made; or

(c) any Floating Charge Assets affected by any expropriation, attachment, sequestration, distress or execution, immediately prior to such expropriation, attachment, sequestration, distress or execution.

8.3 Any floating charge which has crystallised under Clause 8.1 or Clause 8.2 may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the relevant Chargor be reconverted into a floating charge under Clause 4.5 (*Floating charge*) in relation to the assets, rights and property specified in such notice.

9. ENFORCEMENT

9.1 The Security shall become enforceable immediately if an Event of Default is continuing.

9.2 At any time when an Event of Default is continuing, the Security Agent may (but shall not be obliged to) enforce all or any part of the Security at such time, on such terms and in such manner as it thinks fit, and take possession of, hold or dispose of all or any part of the Charged Assets, and may (whether or not it has taken possession or appointed a Receiver or Administrator) exercise any rights conferred by the Law of Property Act (as varied or extended by this Deed) on mortgagees or by this Deed or otherwise conferred by law on mortgagees.

9.3 Neither the Security Agent nor any Receiver will be liable by reason of entering into possession of a Charged Asset:

(a) to account as mortgagee in possession for any loss on realisation in respect of such Charged Asset; or

(b) for any default or omission for which a mortgagee in possession might be liable.

9.4 Without prejudice to the generality of the foregoing, at any time when an Event of Default is continuing the Security Agent may (but shall not be obliged to) by notice to any Chargor in writing appropriate all or any part of the Charged Assets of such Chargor which constitute financial collateral. If the Security Agent exercises such power of appropriation:

(a) it shall determine the value of any Charged Asset appropriated which consists of a financial instrument or a Credit Claim as at the time of exercise of that power as the current value of the cash payment which it determines would be received on a sale or other disposal of such Charged Asset effected for payment as soon as reasonably possible after such time. Any such determination shall be made by the Security Agent on such basis as the Security Agent shall at its absolute discretion consider appropriate and, in any event, the valuation shall be carried out in a commercially reasonable manner; and

(b) any Charged Asset appropriated which constitutes cash and which is not denominated in the currency of the Loan shall be valued as if it were converted to the currency of the Loan at the rate and in the manner referred to in Clause 14.1 (*Currency Indemnity*) of the Facility Agreement.

9.5 The exercise by the Security Agent of its right of appropriation under Clause 9.4 of any part of the Charged Assets shall not prejudice or affect any of the Security Agent's rights and remedies in respect of the remainder of the Charged Assets for any Secured Liabilities which remain to be paid or discharged.

9.6 In exercising its rights under the foregoing provisions, the Security Agent shall act in accordance with its obligations under the provisos to Clause 17.3(i) and Clause 17.8(c) of the Facility Agreement.

10. CONTINUING SECURITY, OTHER SECURITY ETC.

10.1 The Security, covenants, undertakings and provisions contained in or granted pursuant to this Deed shall remain in full force and effect as a continuing security to the Security Agent for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account of all or part of the Secured Liabilities (whether any Secured Liabilities remain outstanding thereafter) or any other act, event, matter, or thing whatsoever, except the release or discharge by the Security Agent of the Security in accordance with Clause 5 (*Redemption of Security*).

10.2 The Security is cumulative, in addition to and independent of, and shall neither be merged with nor prejudiced by nor in any way exclude or prejudice, any other Security Interest, guarantee, indemnity, right of recourse or any other right whatsoever which the Security Agent may now or hereafter hold or have (or would apart from this Deed or the Security hold or have) from any Chargor or any other person in respect of any of the Secured Liabilities.

10.3 The restriction on consolidation of mortgages contained in section 93 of the Law of Property Act shall not apply in relation to the Security.

10.4 Without prejudice to Clause 7 (*Covenants relating to Assets – Perfection, Restrictions on Dealings, Protection*), if there is any Security Interest having priority to the Security in respect of all or any part of the Charged Assets then:

(a) if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior Security Interest against the Charged Assets, the Security Agent or any Receiver may (but without prejudice to any rights the Security Agent or the Receiver may have under statute) redeem such prior Security Interest or procure the transfer thereof to itself, as the case may be, and may settle and pass the accounts of the prior chargee, and any account so settled and passed shall be conclusive and binding on each Chargor and the principal, interest, costs, charges, expenses, losses and liabilities of and incidental to such redemption or transfer shall be paid by the relevant Chargor to the Security Agent or any Receiver, as the case may be, promptly on demand, provided that this paragraph (a) shall not apply to the HCP Sale & Leaseback Security; and

(b) all the rights conferred by the prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or any Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder.

10.5 This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Security Agent or any Chargor or any amalgamation or consolidation by the Security Agent or any Chargor with any other corporation.

11. NEGATIVE PLEDGE; DISPOSALS

Each Chargor shall comply with Clauses 22.3 (*Negative pledge*) and 22.4 (*Disposals*) of the Facility Agreement, save that any reference to an "Obligor" therein shall be deemed to be a reference to a Chargor.

12. FURTHER ASSURANCES, POWER OF ATTORNEY, ETC.

12.1 The covenants below are in addition to and not in substitution for the covenants for further assurance implied in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994. Each Chargor shall promptly upon request by the Security Agent (acting reasonably), at the cost of that Chargor do and execute or procure to be done and executed all acts, deeds, documents and things, in each case in form satisfactory to the Security Agent, the Administrator or the Receiver (as the case may be), and as the Security Agent or the Receiver may specify:

(a) with a view to perfecting, improving, repairing, preserving or protecting any Security or its priority or otherwise with a view to giving full effect to the provisions of this Deed (including executing and delivering such further or other mortgages, standard securities, assignments, assignations, transfers, charges, notices or other documents, whether to the Security Agent or its nominees or to any other person, in relation to any Charged Assets as the Security Agent (acting reasonably) may specify whether generally or specifically); or

(b) with a view to facilitating the realisation of the Charged Assets or the exercise, or the proposed exercise, of any of the other rights of the Security Agent or the Receiver (as the case may be).

12.2 Each Chargor irrevocably and by way of security appoints the Security Agent and every Receiver jointly and also severally to be its attorney (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments) on behalf of the relevant Chargor and in its name or otherwise, and at such time and in such manner as the attorney may think fit, to execute, deliver, perfect and do any deed, document, act or thing which the Security Agent or such Receiver (or any such substitute or sub-delegate) may, in its absolute discretion, consider appropriate in connection with this Deed, the Charged Assets or the exercise of any of the rights of the Security Agent or such Receiver, or which the relevant Chargor is obliged to execute or do whether under this Deed or otherwise (including the execution and delivery of mortgages, standard securities, assignments, assignations, transfers or charges or notices or directions in relation to any of the

Charged Assets) where, in each case, the relevant Chargor has not promptly done so. Without prejudice to the generality of its right to appoint substitutes and to sub-delegate, the Security Agent may appoint the Receiver as its substitute or sub-delegate, and any person appointed the substitute or sub-delegate of the Security Agent shall, in connection with the exercise of such power of attorney, be the agent of the relevant Chargor. Each Chargor acknowledges that such power of attorney is as regards the Security Agent and any Receiver granted irrevocably and for value to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

12.3 Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the rights referred to in this Clause 12 (*Further Assurances, Power of Attorney, etc.*).

12.4 References in Clause 12.1 and Clause 12.2 to the Security Agent or the Receiver shall include references to any Delegate.

13. THE SECURITY AGENT'S RIGHTS

13.1 The Secured Liabilities shall become due for the purposes of section 101 of the Law of Property Act, and the statutory powers of sale and enforcement and of appointing a Receiver which are conferred on the Security Agent under that Act (as varied and extended by this Deed) and all other rights of a mortgagee conferred by the Law of Property Act shall be deemed to arise, immediately after execution of and in accordance with this Deed.

13.2 Section 103 of the Law of Property Act shall not apply to this Deed and, if an Event of Default is continuing, the Security shall become immediately enforceable and the rights conferred by the Law of Property Act and this Deed shall be immediately exercisable by the Security Agent without the restrictions contained in the Law of Property Act.

13.3 At any time when an Event of Default is continuing, the Security Agent shall, in addition to the powers of leasing and accepting surrenders of leases conferred by section 99 and 100 of the Law of Property Act, have power to make any lease or agreement to lease at a premium or otherwise, accept surrenders of leases and grant options, in each case on any terms and in any manner the Security Agent thinks fit without needing to comply with any restrictions imposed by such sections or otherwise.

13.4 In making any sale or other disposal of any Charged Assets or making any acquisition in exercise of their respective rights, the Security Agent or any Receiver may do so for such consideration (including cash, shares, debentures, loan capital or other securities whatsoever, consideration fluctuating according to or dependent on profit or turnover, and consideration whose amount is to be determined by a third party, and whether such consideration is receivable in a lump sum or by instalments) and otherwise on such terms and conditions and in such manner as it thinks fit, and may also grant any option to purchase and effect exchanges.

13.5 The Security Agent may at any time delegate to any person either generally or specifically, on such terms and conditions (including power to sub-delegate) and in such manner as the Security Agent thinks fit, any rights (including the power of attorney) from time to time exercisable by the Security Agent under or in connection with this Deed. No such delegation shall preclude the subsequent exercise by the Security Agent of such right or any subsequent delegation or revocation thereof.

13.6 The Security Agent may, at any time when a Default is continuing, without notice to any Chargor and without prejudice to the Security Agent's other rights, and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the relevant Chargor's existing accounts (including accounts in the name of the relevant Chargor or the Security Agent or jointly with others) and may set off any Secured Liabilities against any obligation or liability (matured or not and whether actual or contingent) owing by the Security Agent to, or any amount and sum held or received or receivable by it on behalf or to the order of, the relevant Chargor or to which the relevant Chargor is beneficially entitled (such rights extending to the set off or transfer of all or any part of any credit balance on any such account, whether or not then due and whatever the place of payment or booking branch, in or towards satisfaction of any Secured Liabilities). For that purpose, if any of the Secured Liabilities is in a different currency from such obligation, liability, amount or sum (including credit balance), the Security Agent may effect any necessary conversion at its then prevailing spot rates of exchange (as conclusively determined by the Security Agent) and may pay out any additional sum which the UK or any other governmental or regulatory body of any jurisdiction may require the Security Agent to pay in respect of such conversion. The Security Agent may in its absolute discretion estimate the amount of any liability of any Chargor which is unascertained or contingent and set off such estimated amount, and no amount shall be payable by the Security Agent to any Chargor unless and until all Secured Liabilities have been ascertained and fully paid or discharged. The Security Agent shall not be obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights of set-off, combination of accounts, bankers' lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

13.7 If any Chargor for any reason fails to observe or punctually to perform or to procure the observance or performance of any of the obligations expressed to be assumed by it to the Security Agent, whether under this Deed or otherwise, the Security Agent shall have the right (but shall not be obliged), on behalf of or in the name of the relevant Chargor or otherwise, to perform the obligation and to take any steps which the Security Agent may in its absolute discretion consider appropriate with a view to remedying, or mitigating the consequences of, the failure, but the exercise of this right, or the failure to exercise it, shall in no circumstances prejudice the Security Agent's rights under this Deed or otherwise or constitute the Security Agent as a mortgagee in possession.

14. APPOINTMENT OF ADMINISTRATOR

14.1 Paragraph 14 of Schedule B1 to the Insolvency Act applies to each floating charge created hereunder.

14.2 Subject to any relevant provisions of the Insolvency Act, the Security Agent may, by any instrument or deed of appointment, appoint one or more persons to be the Administrator of any Chargor at any time:

(a) when an Event of Default is continuing;

(b) after being requested to do so by the relevant Chargor;

(c) after any application having been made to the court for an administration order under the Insolvency Act;

(d) after any person having ceased to be an Administrator as a result of any event specified in paragraph 90 of Schedule B1 to the Insolvency Act; or

(e) after any notice of intention to appoint an Administrator having been given by any person or persons entitled to make such appointment under the Insolvency Act.

14.3 Where any such appointment is made at a time when an Administrator continues in office, the Administrator shall act either jointly or concurrently with the Administrator previously appointed hereunder, as the appointment specifies.

14.4 Subject to any applicable order of the Court, the Security Agent may replace any Administrator, or seek an order replacing the Administrator, in any manner allowed by the Insolvency Act.

14.5 Where the Administrator was appointed by the Security Agent under paragraph 14 of Schedule B1 to the Insolvency Act, the Security Agent may, by notice in writing to the relevant Chargor, replace the Administrator in accordance with paragraph 92 of Schedule B1 to the Insolvency Act.

14.6 Every such appointment shall take effect at the time and in the manner specified by the Insolvency Act.

14.7 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Administrators of the same assets or income, such Administrators may act jointly or concurrently as the appointment specifies so that, if appointed to act concurrently, each one of such Administrators shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the functions conferred on an Administrator by the Insolvency Act.

14.8 Every such instrument, notice or deed of appointment, and every delegation or appointment by the Security Agent in the exercise of any right to delegate its powers herein contained, may be made in writing under the hand of any manager or officer of the Security Agent or any other authorised person or of any Delegate.

14.9 Every Administrator shall have all the powers of an administrator under the Insolvency Act.

14.10 In exercising its functions hereunder and under the Insolvency Act, the Administrator acts as agent of the relevant Chargor in respect of which it has been appointed and does not act as agent of the Security Agent.

14.11 Every Administrator shall be entitled to remuneration for its services in the manner fixed by or pursuant to the Insolvency Act or the Insolvency Rules.

15. RECEIVER

15.1 None of the restrictions imposed by the Law of Property Act in relation to the appointment of receivers or the giving of notice or otherwise shall apply. At any time and from time to time upon or after request by any Chargor or if an Event of Default is continuing, the Security Agent may (subject to any relevant provisions of the Insolvency Act), without notice or further notice to the relevant Chargor, and in addition to all statutory and other powers of appointment or otherwise, by any instrument or deed signed under the hand of any manager or officer of the Security Agent or any other authorised person or of any Delegate, appoint such person or persons (including an officer or officers of the Security Agent) as it thinks fit to be Receiver or Receivers (to act jointly and/or severally as the Security Agent may specify in the appointment) of all or any part of the Charged Assets, so that each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed(s) or other instrument(s) appointing them) to exercise individually all the powers and discretions conferred on the Receivers. If any Receiver is appointed of only part of the Charged Assets, references to the rights conferred on a Receiver by any provision of this Deed shall be construed as references to that part of the Charged Assets or any part thereof.

15.2 The Security Agent may appoint any Receiver on any terms the Security Agent thinks fit. The Security Agent may by any instrument or deed signed under the hand of any manager or officer of the Security Agent or any other authorised person or any Delegate (subject to section 45 and section 62 of the Insolvency Act) remove a Receiver appointed by it whether or not appointing another in its place, and may also appoint another Receiver to act with any other Receiver or to replace any Receiver who resigns, retires or otherwise ceases to hold office.

15.3 The exclusion of any part of the Charged Assets from the appointment of any Receiver shall not preclude the Security Agent from subsequently extending its appointment (or that of the Receiver replacing it) to that part or appointing another Receiver over any other part of the Charged Assets.

15.4 Any Receiver shall, so far as the law permits, be the agent of the relevant Chargor and (subject to any restriction or limitation imposed by applicable law) the relevant Chargor shall be solely responsible for its remuneration and its acts, omissions or defaults and solely liable on any contracts or engagements made, entered into or adopted by it and any losses, liabilities, costs, charges and expenses incurred by it; and in no circumstances whatsoever shall the Security Agent be in any way responsible for or incur any liability in connection with any Receiver's acts, omissions, defaults, contracts, engagements, losses, liabilities, costs, charges, expenses, misconduct, negligence or default. If a liquidator of the relevant Chargor is appointed, the Receiver shall act as principal and not as agent for the Security Agent.

15.5 The Security Agent may (subject to section 36 of the Insolvency Act 1986) determine the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) shall not apply to this Deed.

15.6 Any Receiver may be invested by the Security Agent with such powers, authorities and discretions exercisable by the Security Agent under this Deed as the Security Agent may think fit. Without prejudice to the generality of the foregoing, any Receiver shall (subject to any restrictions in its appointment) have in relation to the Charged Assets, in each case in the relevant Chargor's name or its own name and on such terms and in such manner as it sees fit, all the rights referred to in Schedule 1 (and, where applicable, Schedule 2) of the Insolvency Act; all rights of the Security Agent under this Deed; all the rights conferred by the Law of Property Act on mortgagors, mortgagees in possession and receivers appointed under the Law of Property Act; all rights of an absolute beneficial owner including rights to do or omit to do anything the relevant Chargor itself could do or omit to do; and all rights to do all things the Receiver considers necessary, desirable or incidental to any of its rights or exercise thereof including the realisation of any Charged Assets and getting in of any Assets which would when got in be Charged Assets.

15.7 The Security Agent shall not (save only to the extent caused by its own fraud, gross negligence or wilful default) be liable for any losses or damages arising from any exercise of its authorities, powers or discretions by any Receiver.

15.8 The Security Agent may from time to time and at any time require any Receiver to give security for the due performance of its duties as such Receiver and may fix the nature and amount of the security to be so given but the Security Agent shall not be bound in any case to require any such security.

16. APPLICATION OF MONEYS

16.1 Order of Application

All monies received or recovered by the Security Agent or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act) be applied in accordance with the terms of the Facility Agreement.

16.2 New account

If the Security Agent receives or is deemed to be affected by notice (actual or constructive) of any Security Interest or any other interest affecting any Charged Asset or if an Insolvency Event occurs in relation to any Chargor:

(a) the Security Agent may open a new account or accounts with or on behalf of the relevant Chargor (whether or not it allows any existing account to continue) and, if it does not, it shall nevertheless be deemed to have done so at the time it received or was deemed to have received such notice or at the time that the Insolvency Event occurred; and

(b) all payments made by the relevant Chargor to the Security Agent after the Security Agent received or is deemed to have received such notice or after such Insolvency Event occurred shall be credited or deemed to have been credited to the new account or accounts, and in no circumstances whatsoever shall operate to reduce the Secured Liabilities as at the time the Security Agent received or was deemed to have received such notice or as at the time that

such Insolvency Event occurred until such time as such amounts are sufficient to discharge the Secured Liabilities in full, at which part they shall be so applied.

16.3 Section 109(8) of the Law of Property Act shall not apply in relation to any Receiver.

17. PROTECTION OF THIRD PARTIES

17.1 Without prejudice to any other provision of this Deed, the Secured Liabilities shall become due for the purposes of section 101 of the Law of Property Act, and the statutory powers of sale and enforcement and of appointing a Receiver which are conferred upon the Security Agent (as varied and extended by this Deed) and all other rights of a mortgagee conferred by the Law of Property Act shall in favour of any purchaser be deemed to arise and be exercisable, immediately after the execution of and in accordance with this Deed.

17.2 No purchaser from, or other person dealing with, the Security Agent, any Receiver or any Delegate shall be concerned to enquire whether any event has happened upon which any of the rights which they have exercised or purported to exercise under or in connection with this Deed, the Law of Property Act or the Insolvency Act has arisen or become exercisable, whether the Secured Liabilities remain outstanding, whether any event has happened to authorise the Security Agent, any Receiver or any Delegate to act, or whether the Receiver is authorised to act, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with, or otherwise as to the propriety, regularity or validity of the exercise or purported exercise of any such right or as to the application of any moneys borrowed or raised or other realisation proceeds; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Law of Property Act, section 42(3) Insolvency Act or any other legislation from time to time in force shall apply to any person purchasing from or dealing with a Receiver, the Security Agent or any Delegate.

17.3 The receipt of the Security Agent or the Receiver or any Delegate shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve it of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or the Receiver.

17.4 In Clauses 17.1 (*Protection of Third Parties*) to 17.3 (Protection *of Third Parties*) (inclusive) above, "**purchaser**" includes any person acquiring a lease of or Security Interest over, or any other interest or right whatsoever in respect of, any Charged Assets.

18. SECURITY AGENT PROVISIONS

(a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Facility Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Facility Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers,

authorisations, indemnities and benefits conferred on it under and by the Facility Agreement and the other Finance Documents.

(b) The Security Agent shall owe no fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.

(c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Finance Parties in accordance with the provisions of the Facility Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

19. CONSENTS, VARIATIONS, WAIVERS AND RIGHTS

19.1 No consent or waiver in respect of any provision of this Deed shall be effective unless and until it is agreed in writing duly executed by or on behalf of the Security Agent or, in the case of any variations and amendments only, by or on behalf of the Security Agent and each Chargor. Any consent or waiver by the Security Agent under this Deed may be given subject to any conditions the Security Agent (acting reasonably) thinks fit and shall be effective only in the instance and for the purpose for which it is given.

19.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Security Agent or any Receiver shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

20. PARTIAL INVALIDITY

If, at any time, any provision of this Deed 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

22. THIRD PARTIES

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

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

22.3 Any Receiver, Administrator or Delegate described in this Deed may, subject to this Clause 22 (*Third Parties*) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

23. CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Security Agent or any Receiver of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. PRESERVATION OF SECURITY

24.1 Reinstatement

(a) If any payment by a Chargor or any discharge or release given by a Secured Party (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

(i) the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred; and

(ii) the relevant Secured Party shall be entitled to recover the value or amount of that security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

24.2 The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

24.3 Waiver of defences

None of the obligations of any Chargor under this Deed or any Transaction Security will be affected by any act, omission, matter or thing (whether or not known to any Chargor or any Secured Party) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

(a) any time, waiver, release or consent granted to, or composition with, any Chargor or any other person;

(b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group or any other person;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;

(e) any amendment (however fundamental and including any amendment that may increase the liability of an Obligor) or replacement of a Finance Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or

(g) any insolvency or similar proceedings.

24.4 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against any Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

24.5 **Deferral of Chargors' rights**

(a) Until all the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance (or a claim for performance) by it of its obligations under the Finance Documents (except to the extent expressly permitted under the Facility Agreement):

(i) to be indemnified by an Obligor;

(ii) to claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

(iv) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the relevant Chargor has given a guarantee, undertaking or indemnity under the Finance Documents;

(v) to exercise any right of set-off against an Obligor;

(vi) to exercise any right of quasi-retainer or other analogous equitable right; and/or

(vii) to claim or prove as a creditor of an Obligor in competition with the Secured Parties.

(b) If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by an Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Secured Parties or as the Secured Parties may direct.

24.6 **Security held by Chargor**

No Chargor shall, without the prior consent of the Security Agent, hold or otherwise take the benefit of any Security from any other Obligor in respect of that Chargor's liability under this Deed. Each Chargor will hold any Security and the proceeds thereof held by it in breach of this provision on trust for the Security Agent.

25. FURTHER ADVANCES

Subject to the terms of the Finance Documents, each Secured Party is under an obligation to make further advances or other financial accommodation to the Borrowers. Such obligation will be deemed incorporated into this Deed as if set out in it.

26. ASSIGNMENT

26.1 No Chargor shall (whether by way of security or otherwise howsoever) be entitled to assign, grant an equitable interest in or transfer and declare itself a trustee of all or any of its rights, interests or obligations under this Deed (save with respect to its rights and benefits which shall be assigned or to be assigned to the Security Agent under this Deed).

26.2 The Security Agent may assign or transfer all or any of its rights and obligations under this Deed in accordance with the Finance Documents to which it is a party.

27. NOTICES

27.1 **Communication in writing**

Any communication (including any notices and instructions) to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by electronic mail or fax or letter.

27.2 **Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed shall be its address for notice as specified by, and as substituted from time to time in accordance with, Clause 36.2 (*Addresses*) of the Facility Agreement.

27.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 36.2 (*Addresses*) in the Facility Agreement, if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

(c) All notices from or to any Chargor shall be sent through the Security Agent.

(d) Any communication or document which becomes effective, in accordance with sub-Clauses (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

27.4 **Notification of address and fax number**

Promptly upon changing its address or fax number, the Security Agent shall notify the Company.

27.5 **Electronic communication**

(a) Any communication to be made between the Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication as specified in sub-Clause (a) above to be made between any Chargor and the Security Agent may only be made in that way to the extent that that Chargor and the Security Agent agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

(c) Any such electronic communication as specified in sub-Clause (a) above made between the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication

made by any Chargor to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.

(d) Any electronic communication which becomes effective, in accordance with sub-Clause (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.

(e) Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 24.5 (*Electronic Communication*).

(f) If the Security Agent is requested to act by the Majority Lenders (or, if appropriate, the Lenders) on instructions or directions delivered by fax, electronic mail or other unsecured method of communication, the Security Agent (as the case may be) shall have:

(i) no duty or obligation to verify or confirm that the person who sent such instruction or directions is, in fact a person authorised to give instructions or directions on behalf of the Majority Lenders (or, if appropriate, the Lenders); and

(ii) no liability for any losses, liabilities, costs or expenses incurred or sustained by the Majority Lenders (or, if appropriate, the Lenders), as a result of such reliance upon or compliance with such instructions or directions.

27.6 English language

(a) Any notice given under or in connection with the Deed must be in English.

(b) All other documents provided under or in connection with this Deed must be:

(i) in English; or

(ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

28. GOVERNING LAW AND JURISDICTION

28.1 Governing law

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

28.2 Jurisdiction

(a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the

existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").

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

(c) This Clause 28.2 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

28.3 **Service of Process**

(a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in England and Wales irrevocably appoints the FC Skyfall BidCo Limited at c/o Skadden Arps, Slate, Meagher & Flom (UK) LLP, 40 Bank Street, Canary Wharf, London E14 5DS as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed.

(b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, each Chargor to which sub-Clause (a) applies must immediately (and in any event within 15 days of such event taking place) appoint another agent on terms acceptable to the Security Trustee (and, for these purposes, terms substantially similar to those appointing the original process agent shall be deemed acceptable). Failing this, the Security Trustee may appoint another agent for this purpose.

(c) Each Chargor hereby irrevocably and unconditionally agrees that:

(i) failure by any process agent to give notice of process served on it shall not impair the validity of such service or of any judgement based on that service; and

(ii) nothing in this Deed shall affect the right to serve process in any other manner permitted by law.

SCHEDULE 1
THE CHARGORS

Name	Jurisdiction	Company Number
Boxultra Limited	England and Wales	03519127
Care Homes No.2 (Cayman) Limited	Cayman Islands	84926
Care Homes No.3 Limited	Cayman Islands	91881
Care Homes No.1 Limited	Cayman Islands	71496
FC Beamish BidCo Ltd	England and Wales	10513156
FC Skyfall BidCo Ltd	England and Wales	09090271
FC Skyfall Intermediate HoldCo 1	England and Wales	10817818
FC Skyfall Intermediate HoldCo 2	England and Wales	10818240
FC Skyfall Intermediate HoldCo 3	England and Wales	10818474
FC Skyfall IOM Properties Limited	Isle of Man	014577V
FC Skyfall TA Intermediate CayCo 1 Limited	Cayman Islands	322641
FC Skyfall TA Intermediate CayCo 2 Limited	Cayman Islands	322642
FC Skyfall TA Limited	England and Wales	09760756
FC Skyfall Turnaround Holdings Limited	Cayman	303565
HC-One Beamish Homecare Limited	England and Wales	07179086
HC-One Beamish Limited	England and Wales	05217764
HC-One Beamish Properties Limited	Isle of Man	004486V

Name	Jurisdiction	Company Number
HC-One Limited	England and Wales	07712656
Libra Careco CH2 PropCo HoldCo Limited	England and Wales	05555760
Libra Careco CH2 PropCo Limited	England and Wales	05555758
Libra Careco CH3 PropCo HoldCo Limited	England and Wales	05578204
Libra Careco CH3 PropCo Limited	England and Wales	05579560
Libra Careco Holdings Limited	England and Wales	05296574
Libra Careco Investments 1 Limited	England and Wales	05296579
Libra Careco Investments 2 Limited	England and Wales	05296590
Libra Careco Limited	England and Wales	05296600
Libra GuaranteeCo Limited	England and Wales	05324564
Libra Intermediate HoldCo Limited	Jersey	108797
LLNH Limited	England and Wales	03429499
Meridian Care Developments Limited	England and Wales	03645510
Meridian Care Group Limited	England and Wales	04006740
Meridian Care Limited	England and Wales	03487486
Meridian Healthcare (Holdings) Limited	England and Wales	03898489
Meridian Healthcare Limited	England and Wales	01952719
NHP Holdco 1 Limited	Cayman Islands	156352
NHP Holdco 2 Limited	Cayman Islands	156348

Name	Jurisdiction	Company Number
NHP Holdco 3 Limited	Cayman Islands	156353
NHP Limited	England and Wales	02798607
NHP Management Limited	England and Wales	03288142
NHP Operations (York) Limited	England and Wales	04611037
NHP Securities No. 1 Limited	England and Wales	03103526
NHP Securities No.10 Limited	Jersey	74952
NHP Securities No.12 Limited	Jersey	75287
NHP Securities No. 2 Limited	England and Wales	03287983
NHP Securities No. 3 Limited	England and Wales	03287957
NHP Securities No. 4 Limited	England and Wales	03417993
NHP Securities No. 5 Limited	Jersey	72721
NHP Securities No. 8 Limited	Jersey	74211
NHP Securities No. 11 Limited	Jersey	75288
NHP Securities No. 9 Limited	Jersey	74212
Sanlor Care Homes (Scunthorpe) Limited	England and Wales	04322229
Sweetgrove Limited	England and Wales	02517541
TTCC Limited	England and Wales	07837932

SCHEDULE 2
SPECIFIC ASSETS

PART I
REAL PROPERTY

GROUND LEASE PROPERTIES

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	Abermill Hall House Thomas Street, Abertridwr Caerphilly CF83 4AY	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WA706926 WA717265[1]	Leasehold
FC Skyfall IOM Properties Limited	Aberpennar Court Windsor Road Mountain Ash CF45 3BH	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WA873651	Leasehold
FC Skyfall IOM Properties Limited	Acacia Court Crawshaw Hill, Pudsey Leeds LS28 7BW	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WYK603316	Leasehold
FC Skyfall IOM Properties Limited	Acorn Hollow (Clarence Hse) & Avandale Lodge (Victoria Hse) 419 Manchester Road, Lostock Gralam Northwich CW9 7QA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH380482 CH384496 CH398712	Leasehold
FC Skyfall IOM Properties Limited	Alexander Court 2 Lydgate Court, Lydgate Lane Sheffield S10 5FJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SYK325511	Leasehold
FC Skyfall IOM Properties	Appleton Lodge Lingard Lane, Bredbury Stockport	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income	GM594061 (Part Of)	Leasehold

[1] For the avoidance of doubt, the freehold titles to the ground lease properties will not be charged by the Security Agent as the Chargors are not the proprietors of the freehold titles.

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
Limited	SK6 2QT	Fund and (2) FC Skyfall IOM Properties Limited		
FC Skyfall TA Limited	Appleton Manor Lingard Lane, Bredbury Stockport SK6 2QT	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	[Transfer of part out of title number GM594061 – legal mortgage over new title number which is to be allocated]	Leasehold
FC Skyfall IOM Properties Limited	Ascot Lodge 48a Newlands Road, Intake Sheffield S12 2FZ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SYK354711	Leasehold
FC Skyfall IOM Properties Limited	Ash Grange (The Valley) Valley Road, Bloxwich Walsall WS3 3ER	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM159490 WM170725 WM185180	Leasehold
FC Skyfall IOM Properties Limited	Ashbourne Lodge The Cedars, Ashbrooke Sunderland SR2 7TN	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	TY310171	Leasehold
FC Skyfall IOM Properties Limited	Ashgrove Nursing & Residential Home Dudley Wood Road, Netherton Dudley DY2 0DA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM593740	Leasehold
FC Skyfall IOM Properties Limited	Ashton Grange St Luke's Road, Pallion Sunderland SR4 6QU	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	TY304629	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	Aston House Angel Lane Hayes UB3 2QX	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NGL47781	Leasehold
FC Skyfall IOM Properties Limited	Barnby (Reindeer) Barnby Moor Retford DN22 8QS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT260844	Leasehold
FC Skyfall IOM Properties Limited	Beaconsfield Galgate Barnard Castle DL12 8ES	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU214633	Leasehold
FC Skyfall IOM Properties Limited	Beauvale Moor Lane, Bingham Nottingham NG13 8AS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT228849	Leasehold
FC Skyfall IOM Properties Limited	Beechcroft Lapwing Grove, Palace Fields Runcorn WA7 2TP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH335239 CH314491	Leasehold
FC Skyfall IOM Properties Limited	Berry Hill Park Berry Hill Lane Mansfield NG18 4JR	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT335401	Leasehold
FC Skyfall IOM Properties Limited	Bishopsgate (Oaklands) Hexham Street Bishop Auckland DL14 7PU	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU222765	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	Brandon House 140 Old Church Road, Bell Green Coventry CV6 5QH	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM95265	Leasehold
FC Skyfall IOM Properties Limited	Bridgewater Park Bridgewater Road Scunthorpe DN17 1SN	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	HS270955	Leasehold
FC Skyfall IOM Properties Limited	Brindley Court Nursing & Residential Home Station Street, Longport Stoke-On-Trent ST6 4ND	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SF350027	Leasehold
FC Skyfall IOM Properties Limited	Callands Callands Road, Callands Warrington WA5 9TS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH322064	Leasehold
FC Skyfall IOM Properties Limited	Cedar Court and Magna 27-29 Long Street Wigston LE18 2BP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	LT175648	Leasehold
FC Skyfall IOM Properties Limited	Church View (Silverdale) 13 St Martin's Road Caerphilly CF83 1EF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WA680628	Leasehold
FC Skyfall IOM Properties Limited	Cwrt Clwydi Gwyn New Road, Skewen Neath SA10 6YA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM	WA913651	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
		Properties Limited		
FC Skyfall IOM Properties Limited	Daneside Court and Mews Chester Way Northwich CW9 5JA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH428013	Leasehold
FC Skyfall IOM Properties Limited	Defoe Court Defoe Crescent Newton Aycliffe DL5 4JP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU203264	Leasehold
FC Skyfall IOM Properties Limited	Dovedale Court Nursing & Residential Home Holyhead Road Wednesbury WS10 7PZ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM677831	Leasehold
FC Skyfall IOM Properties Limited	Guide Lane 232 Guide Lane Audenshaw M34 5HA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM511950 GM255007 GM742266 LA345931	Leasehold
FC Skyfall IOM Properties Limited	Harley Grange 25 Elms Road, Stoneygate Leicester LE2 3JE	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	LT236305	Leasehold
FC Skyfall IOM Properties Limited	Highfield (Yarm) The Meadowings Yarm TS15 9XH	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CE101718	Leasehold
FC Skyfall IOM Properties Limited	Hinckley Park (Queens Park) 67 London Road Hinckley	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM	LT205491	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
	LE10 1HH	Properties Limited		
FC Skyfall IOM Properties Limited	Hollymere (Ascot House) & Primrose (Windsor House) 72 Crewe Road, Haslington Crewe CW1 5QZ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH320118 CH344722	Leasehold
FC Skyfall IOM Properties Limited	Jack Dormand Fourth Street, Horden Peterlee SR8 4LD	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU131444	Leasehold
FC Skyfall IOM Properties Limited	Kesteven Grange Kesteven Way, Kingswood, BransholmeKingston upon Hull HU7 3EJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	HS289620	Leasehold
FC Skyfall IOM Properties Limited	Ladywood Eaton Avenue (off Godfrey Drive), Kirk Hallam Ilkeston DE7 4HL	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DY65949 DY65948	Leasehold
FC Skyfall IOM Properties Limited	Leighton Court (Cavendish) 112 Manor Road, Wallasey Wirral CH45 7LX	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	MS373622	Leasehold
FC Skyfall IOM Properties Limited	Llys Newydd Heol Lotwen, Capel Hendre, Ammanford Dyfed SA18 3RP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WA659756	Leasehold
FC Skyfall IOM Properties	Lothian House Clyde Terrace Spennymoor	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income	DU145459	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
Limited	DL16 7SG	Fund and (2) FC Skyfall IOM Properties Limited		
FC Skyfall IOM Properties Limited	Maple Court Rotherwood Drive, Rowley Park Stafford ST17 9AF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SF389100	Leasehold
FC Skyfall IOM Properties Limited	Maple Lodge Rotherwood Drive, Rowley Park Stafford ST17 9AF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SF356451	Leasehold
FC Skyfall IOM Properties Limited	Meadowbank (Kensington) Green Lane, Green Lever Bolton BL3 2EF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM484768	Leasehold
FC Skyfall IOM Properties Limited	Millbrook Care Centre Huddersfield Road, Millbrook Stalybridge SK15 3ET	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	MAN32616	Leasehold
FC Skyfall IOM Properties Limited	Moss View 77 Page Moss Lane, Huyton Liverpool L14 0JJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	MS359954	Leasehold
FC Skyfall IOM Properties Limited	Newlands 122 Heaton Moor Road Stockport Sk4 4JY	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM658011 GM794248	Leasehold
FC Skyfall IOM Properties	Northview Lodge Deneside House, North View,	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee	TY305259	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
Limited	Castletown Sunderland SR5 3AF	for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	TY175886	
FC Skyfall IOM Properties Limited	Orchard Mews Bentinck Road, Benwell Newcastle-Upon-Tyne NE4 6UX	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	TY305815	Leasehold
FC Skyfall IOM Properties Limited	Pytchley Court Northampton Road Brixworth NN6 9DX	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NN153874 NN187677	Leasehold
FC Skyfall IOM Properties Limited	Roxburgh House (Cradley Heath) Reddall Hill Road Cradley Heath B64 5JE	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM609350	Leasehold
FC Skyfall IOM Properties Limited	Silverwood Flanderwell Lane, Sunnyside Rotherdam S66 3QT	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SYK355306	Leasehold
FC Skyfall IOM Properties Limited	Springwater Lodge Smithy View, Calverton Nottingham NG14 6FA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT279000	Leasehold
FC Skyfall IOM Properties Limited	St Margarets off Crossgate/ Allergate Durham DH1 4DS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU200428	Leasehold
FC Skyfall IOM Properties	St Martins Court Martin Street, Morriston	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee	WA584364	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
Limited	Swansea SA6 7BJ	for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited		
FC Skyfall IOM Properties Limited	Stoneleigh Durham Road, Annfield Plain Stanley DH9 7XH	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU136976 DU167978	Leasehold
FC Skyfall IOM Properties Limited	Stoneyford Stoneyford Road Sutton-In-Ashfield NG17 2DR	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT315742	Leasehold
FC Skyfall IOM Properties Limited	Swallownest Nursing Home Chesterfield Road, Swallownest Sheffield S26 4TL	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SYK264328	Leasehold
FC Skyfall IOM Properties Limited	Tenlands Nursing Home Wood Lane Ferryhill DL17 8JD	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DU127335	Leasehold
FC Skyfall IOM Properties Limited	The Beeches 55 Furlong Street, Arnold Nottingham NG5 7AJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	NT115673	Leasehold
FC Skyfall IOM Properties Limited	The Beeches (Doncaster) Beech Road, Arm Thorpe Doncaster DN3 2DY	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	SYK276463	Leasehold
FC Skyfall IOM Properties	The Rowans Owen Street Coalville	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee	LT99032	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
Limited	LE67 3DA	for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited		
FC Skyfall IOM Properties Limited	Victoria Gardens 328 Tile Hill Lane Coventry CV4 9DS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM384023	Leasehold
FC Skyfall IOM Properties Limited	Victoria Manor 31-33 Abbey Road, Whitley Coventry CV3 4BJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM405621 WM441655	Leasehold
FC Skyfall IOM Properties Limited	Victoria Mews 487-493 Binley Road, Binley Coventry CV3 2DP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM497464	Leasehold
FC Skyfall IOM Properties Limited	Victoria Park (now known as Avandale) overlap with Acorn Hollow Manners Road Ilkeston DE7 5HB	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	DY194469	Leasehold
FC Skyfall IOM Properties Limited	Westleigh (Mayfair House) Nel Pan Lane, Westleigh Leigh WN7 5JT	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM723456 (F/H) GM723492 (L/H)	Leasehold
FC Skyfall IOM Properties Limited	White Gables Lincoln Road, Skellingthorpe Lincoln LN6 5SA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	LL73989 LL53775	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	Willow Court 52-54 Croft Lane, Cherry Willingham Lincoln LN3 4JW	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	LL135859 LL88541	Leasehold
FC Skyfall IOM Properties Limited	Woodcross Mental (Bloxwich) 23 Reeves Street, Bloxwich Walsall WS3 2DQ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	WM341622	Leasehold
FC Skyfall IOM Properties Limited	Worsley Lodge 119 Worsley Road, Worsley Manchester M28 2WG	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM170378	Leasehold
FC Skyfall TA Limited	Ash Grove Fir Tree Road (off Martindale Road) Hounslow TW4 7HH	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	MX296123 AGL54587 NGL237323	Leasehold
FC Skyfall TA Limited	Ashton View Wigan Road, Ashton-In-Makerfield Wigan WN4 9BJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	GM446041	Leasehold
FC Skyfall TA Limited	Chaseview Water Street, Chase Terrace Burntwood WS1 8AW	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	SF254167 SF466260	Leasehold
FC Skyfall TA Limited	Hebburn Court The Old Vicarage, Witty Avenue Hebburn NE31 2SE	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	TY307818	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
FC Skyfall TA Limited	Kings Park Kings Road, First Cross Ashton Under Lyne OL6 8EZ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	GM537968	Leasehold
FC Skyfall TA Limited	Larchwood (Alcotes) 108 Broad Road Braintree CM7 9RZ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	EX565586	Leasehold
FC Skyfall TA Limited	Lyndon Hall Malvern Close, All Saints Way West Bromwich B71 1PP	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	WM566546	Leasehold
FC Skyfall TA Limited	Overdene House John Street Winsford CW7 1HJ	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	CH394935	Leasehold
FC Skyfall TA Limited	Plas Cwm Carw Oakwood Lane Port Talbot SA13 1DF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	WA803807	Leasehold
FC Skyfall TA Limited	Windsor Court Bartholomew Avenue Goole DN14 6YN	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	HS170159	Leasehold
HC-One Beamish Properties Limited	Acomb Court, Hexham Maidens Walk, Hexham, Northumberland NE46 1EN	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) HC-One Beamish Properties Limited	ND142616	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
HC-One Beamish Properties Limited	Hartford Court, Cramlington Cumbrian Road, Cramlington, Northumberland NE23 1DA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) HC-One Beamish Properties Limited	ND160293	Leasehold
HC-One Beamish Properties Limited	Needham Court, 9 Stanhope Road, Jarrow, Tyne & Wear NE32 3UD	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) HC-One Beamish Properties Limited	TY432688 TY465061	Leasehold
HC-One Beamish Properties Limited	Redesdale Court, Rake Lane, North Shields, Tyne & Wear NE29 9QS	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) HC-One Beamish Properties Limited	TY461765	Leasehold
HC-One Beamish Properties Limited	Sheraton Court, Warren Road, Hartlepool, Teesside TS24 9HA	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) HC-One Beamish Properties Limited	CE190105 CE205601	Leasehold
FC Skyfall IOM Properties Limited	Bellefield Court 42 Aysgarth Avenue, West Derby Liverpool L12 8QT	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	MS231313 MS411760	Leasehold
FC Skyfall IOM Properties Limited	Pendleton Court (Summerhill Mansion) 20 Chaplin Close Salford M6 8FW	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	GM676973	Leasehold
FC Skyfall IOM Properties Limited	Daffodils Dynevor Street & Bethesda Street Merthyr Tydfil	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM	WA909924	Leasehold

Chargor	Property	Date and Parties to the Lease	Title Number(s) out of which the Lease is Granted	Freehold/ Leasehold
	CF47 8LR	Properties Limited		
FC Skyfall IOM Properties Limited	Ferndale Court, St Michael's Road Widnes WA8 8TF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall IOM Properties Limited	CH406000 (Part of)	Leasehold
FC Skyfall TA Limited	Ferndale Mews, St Michael's Road Widnes WA8 8TF	Lease of even date herewith made between (1) Capita Trust Company Limited as Trustee for the Index Linked Income Fund and (2) FC Skyfall TA Limited	[Transfer of part out of title number CH406000 – legal mortgage over new title number which is to be allocated]	Leasehold

NON GROUND LEASE PROPERTIES

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Beamish Properties Limited	Burdon Terrace (to be renamed Fleming Court) Jesmond, Newcastle-Upon-Tyne NE2 3AE	TY286250	Freehold
HC-One Beamish Properties Limited	Eastbourne House, Whitley Bay, The Links, Whitley Bay NE26 1PG (including Eastbourne Gardens Car Park, Whitley Bay – small section to be added to other land at Eastbourne)	TY495749 TY498724	Freehold
HC-One Beamish Properties Limited	Eden House, Bishop Auckland, Cockton Hill Road, Bishop Auckland, County Durham DL14 6EN	DU200839	Freehold
HC-One Beamish Properties Limited	Foxton Court, Morpeth Loansdean, Morpeth, Northumberland NE61 2BT	ND147632 ND119693	Freehold
HC-One Beamish Properties Limited	Grampian House (now called Grampian Court) Grampian Drive, Peterlee SR8 2LR	DU285215	Freehold
HC-One Beamish Properties Limited	Greenways Court, Consett Delves Lane, Consett DH8 7EE	DU307635	Freehold
HC-One Beamish Properties Limited	Hawthorn Court, Hebburn St Aloysius View, Hebburn, Tyne & Wear NE31 1RH	TY474518	Freehold
HC-One Beamish Properties Limited	Kirkwood Court, Kenton Kirkwood Drive, Kenton NE3 3AX	TY353742	Freehold
HC-One Beamish Properties Limited	Melbury Court, Durham Old Dryburn Way, Durham DH1 5SE	DU302994	Freehold
HC-One Beamish Properties Limited	Newton Aycliffe (now called St Clares Court) Central Avenue Newton Aycliffe DL5 5QH	DU285249	Freehold
HC-One Beamish Properties Limited	Park House, Guisborough 150 Park Lane, Guisborough TS14 6LA	CE200908	Freehold
HC-One Beamish Properties Limited	Roseberry Court, Redcar Low Farm Drive, Redcar, Cleveland TS10 4BF	CE194317	Freehold
HC-One Beamish Properties Limited	Springfield House, Gateshead Durham Road, Low Fell, Gateshead NE9 5BW	TY440986	Leasehold
HC-One Beamish Properties Limited	St Peter's Court, Redcar Lord Street, Redcar Lane, Redcar, Cleveland TS10 3JA	CE107042	Freehold
HC-One Beamish	Sutherland Court, Fenham, 99 Sutherland Avenue, Fenham, Newcastle upon Tyne	TY457105	Freehold

Chargor	Property	Title Number	Freehold/ Leasehold
Properties Limited	NE4 9NS		
FC Skyfall IOM Properties Limited	Abbeydale Court Nursing Home (Forest Lodge) Bisterne Avenue, Walthamstow E17 3QS	EGL343761	Freehold
FC Skyfall IOM Properties Limited	Aberford Hall Oakwood Green, Leeds LS8 2QU	WYK510482	Freehold
FC Skyfall IOM Properties Limited	Abergarw Abergarw Road, Brynmenyn Bridgend CF32 9LL	WA762265 WA766270	Freehold
FC Skyfall IOM Properties Limited	Acacia (Claremont Lodge) 12 Sherwood Rise, Sherwood, Nottingham NG7 6JE	NT171571	Freehold
FC Skyfall IOM Properties Limited	Ashington/Moorhouse Farm Moorhouse Lane, Ashington NE63 9LJ	ND96131	Freehold
FC Skyfall IOM Properties Limited	Bankwood, Duffield Bank, Belper DE56 4BG	DY305589	Freehold
FC Skyfall IOM Properties Limited	Chandlers Ford, Winchester Road, Chandler's Ford, Eastleigh SO53 2GJ	HP387565	Freehold
FC Skyfall IOM Properties Limited	Chorlton Place (Trafalgar House) 290 Wilbraham Road Manchester M16 8LT	GM29209	Freehold
FC Skyfall IOM Properties Limited	County Homes 40 New Hey Road, Woodchurch, Upton Wirral CH49 5LE	MS63793	Freehold
FC Skyfall IOM Properties Limited	Crown Meadow, Toll End Road, Tipton DY4 0HB	WM388616	Freehold
FC Skyfall IOM Properties Limited	Dale Park, 221 Meols Cop Road, Southport PR8 6JU	MS132292	Freehold
FC Skyfall IOM Properties Limited	Dingle Meadow, Goldencrest Drive, Oldbury, Warley B69 2DQ	WM695824 WM604952	Freehold
FC Skyfall IOM Properties Limited	Falstone Court and Manor Whitburn Road, Roker, Sunderland SR6 9NQ	TY297400	Freehold
FC Skyfall IOM Properties Limited	Four Seasons, Breightmet Fold Lane, Breightmet, Bolton BL2 5NB	GM692786	Freehold
FC Skyfall IOM Properties Limited	Glanffrwd, Coychurch Road, Pencoed Bridgend CF35 5LP	WA369268	Freehold

Chargor	Property	Title Number	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	Glanyrafon Dynevor Street & Bethesda Street, Merthyr Tydfil CF47 8LR	WA909924 (Part of)	Freehold
FC Skyfall IOM Properties Limited	Hodge Hill, 150 Coleshill Road, Hodge Hill Birmingham B36 8AD	WM387186	Freehold
FC Skyfall IOM Properties Limited	Knowsley Manor, Knowsley Lane, Huyton, Liverpool L36 8EL	MS386831	Freehold
FC Skyfall IOM Properties Limited	Meadowlands, Abernant Road, Aberdare CF44 0PY	WA739379 WA646037	Freehold
FC Skyfall IOM Properties Limited	Oak Tree Mews, Landgate Oaks, Hospital Road, West Moreton-in-Marsh GL56 0BL	GR155122	Freehold
FC Skyfall IOM Properties Limited	Oakland (Rochdale), Bury Road, Rochdale OL11 5EU	GM809793 GM476873	Freehold
FC Skyfall IOM Properties Limited	Parklands, Newport Road, Bedwas CF83 8AA	WA751269	Freehold
FC Skyfall IOM Properties Limited	Peniel Green, 216 Peniel Green Road, Llansamlet, Swansea SA7 9BD	WA528961	Freehold
FC Skyfall IOM Properties Limited	Pitchill House, Pitchill, Salford Priors Evesham WR11 8SN	WK304689	Freehold
FC Skyfall IOM Properties Limited	Richmond House, Mitchell Street, Leigh WN7 4UH	GM653630	Leasehold
FC Skyfall IOM Properties Limited	Roby House and Roby Lodge Tarbock Road, Huyton L36 5XW	MS460796; MS549119	Freehold
FC Skyfall IOM Properties Limited	Silverwood, Imperial Road, Beeston, Nottingham NG9 1FN	NT294283	Freehold
FC Skyfall IOM Properties Limited	Snapethorpe, Snapethorpe Gate, Broadway, Lupset, Wakefield WF2 8YA	WYK594446	Freehold
FC Skyfall IOM Properties Limited	The Willows, 89 London Road, Hinckley LE10 1HH	LT84578 LT135053	Freehold
FC Skyfall IOM Properties Limited	Tower Bridge Care Centre, 1 Tower Bridge Road, Southwark SE1 4TR	TGL24157	Freehold
FC Skyfall IOM Properties Limited	Victoria House, Bath Lane, Stockton-On-Tees TS18 2DX	CE136807	Freehold
FC Skyfall IOM Properties Limited	Victoria Park, 75-83 Brays Lane, Stoke, Coventry CV2 4DS	WM139626	Freehold

Chargor	Property	Title Number	Freehold/ Leasehold
FC Skyfall IOM Properties Limited	White Rose House, 165 Huddersfield Road, Thongsbridge, Holmfirth Huddersfield HD9 3TQ	WYK750978	Leasehold
FC Skyfall IOM Properties Limited	Wymeswold, London Lane, Wymeswold, Loughborough LE12 6UB	LT219536	Freehold
FC Skyfall IOM Properties Limited	Potlands, 7 The Potlands, Leeming Garth, Northallerton DL7 9BA	NYK125587	Freehold
FC Skyfall TA Limited	Acres Nook, Boathorse Road, Kidsgrove ST7 4JA	SF255755	Freehold
FC Skyfall TA Limited	Avalon Park, Dove Street, Oldham OL4 5HB	GM541809 GM668063	Freehold
FC Skyfall TA Limited	Averill House (Balmoral Hse), Averill Street, Newton Heath Manchester M40 1PF	GM690223	Freehold
FC Skyfall TA Limited	Brookdale (Buckingham), Averill Street, Newton Heath, Manchester M40 1PF	GM690223	Freehold
FC Skyfall TA Limited	Brooklands Springfield Park, Grimsby DN33 3LE	HS265060 HS323602	Freehold
FC Skyfall TA Limited	Carr Gate, Lawns Lane, Wakefield WF2 0QU	WYK325192	Freehold
FC Skyfall TA Limited	Catherine House, Cork Street, Frome BA11 1BL	ST149498 ST149497 ST128047	Freehold
FC Skyfall TA Limited	Cedar House, High Street, Harefield UB9 6EB	AGL81832	Freehold
FC Skyfall TA Limited	Clarendon Hall, 19 Church Avenue, Humberston, Great Grimsby DN36 4DA	HS141792	Freehold
FC Skyfall TA Limited	Grosvenor House, Care Centre, 39 Duchy Road, Harrogate HG1 2HA	NYK92053 NYK64813	Freehold
FC Skyfall TA Limited	Holywell Dene, Holywell Dene Road, Holywell, Whitley Bay NE25 0LB	ND56885	Freehold
FC Skyfall TA Limited	Leeming Garth Leeming Bar, Leeming, Northallerton DL7 9RT	NYK141980	Freehold
FC Skyfall TA Limited	Priory Gardens, Ladybalk Lane, Pontefract WF8 1JQ	WYK613759 WYK634723 WYK665577	Freehold

Chargor	**Property**	**Title Number**	**Freehold/ Leasehold**
FC Skyfall TA Limited	Rose Court, 44-48 Water Street, Radcliffe M26 4DF	GM750578 (freehold) and GM726254 (leasehold) MAN255618 (caution title)	Leasehold
FC Skyfall TA Limited	Trafalgar Park, Pontypryth, Nelson CF46 6HG	WA525658 WA519338	Freehold

MERIDIAN PROPERTIES

Chargor	Property	Title Number	Freehold/ Leasehold
Meridian Healthcare Limited	Daisy Nook House, Bamburgh Drive, Ashton under Lyne OL7 9SX	GM737949	Freehold
Meridian Healthcare Limited	Greatwood House, Mancunian Road, Denton M34 7GX	GM737947	Freehold
Meridian Healthcare Limited	Hurst Hall, Kings Road, Ashton under Lyne OL6 9EG	GM737948	Freehold
Meridian Healthcare Limited	Lauren Court, Shelley Road, Blacon Chester CH1 5US	CH550350 CH553146	Leasehold
Meridian Healthcare Limited	Sandon House, Market Street, Mossley OL5 0JG	GM131157 GM138841	Freehold
Meridian Healthcare Limited	Site at Church Gardens, Grange Court, Church Gardens, Garforth LS25 1HG	YY29314	Freehold
Meridian Healthcare Limited	Sunnyside, Sunnyside Road, Droylsden M43 7QE	GM737946	Freehold
Meridian Healthcare Limited	The Denby, Wakefield Road, Denby Dale HD8 8RP	WYK266181 YY24450	Freehold
Meridian Healthcare Limited	The Oakes, Willwood Avenue, Huddersfield HD3 4YA	WYK924394 YY71398	Freehold
Meridian Healthcare Limited	The Sycamores, Victoria Street, Newton Hyde SK14 4DH	GM737945	Freehold

OPERATING LEASES

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Beamish Limited	Burdon Terrace (to be renamed Fleming Court), Jesmond, Newcastle-Upon-Tyne NE2 3AE	TY542301	Leasehold
HC-One Beamish Limited	Eastbourne House, Whitley Bay The Links, Whitley Bay NE26 1PG (including Eastbourne Gardens Car Park, Whitley Bay – small section to be added to other land at Eastbourne)	TY519494	Leasehold
HC-One Beamish Limited	Eden House, Bishop Auckland, Cockton Hill Road, Bishop Auckland, County Durham DL14 6EN	DU342155	Leasehold
HC-One Beamish Limited	Foxton Court, Morpeth Loansdean, Morpeth, Northumberland NE61 2BT	ND163760 ND186701	Leasehold
HC-One Beamish Limited	Grampian House (now called Grampian Court), Grampian Drive, Peterlee SR8 2LR	[title number to be allocated]	Leasehold
HC-One Beamish Limited	Greenways Court, Consett Delves Lane, Consett DH8 7EE	DU325749	Leasehold
HC-One Beamish Limited	Hawthorn Court, Hebburn St Aloysius View, Hebburn, Tyne & Wear NE31 1RH	TY494827	Leasehold
HC-One Beamish Limited	Kirkwood Court, Kenton Kirkwood Drive, Kenton NE3 3AX	TY504258	Leasehold
HC-One Beamish Limited	Melbury Court, Durham Old Dryburn Way, Durham DH1 5SE	DU313046	Leasehold
HC-One Beamish Limited	Newton Aycliffe (now called St Clares Court) Central Avenue Newton Aycliffe DL5 5QH	DU359952	Leasehold
HC-One Beamish Limited	Park House, Guisborough. 150 Park Lane, Guisborough TS14 6LA	CE212803	Leasehold
HC-One Beamish Limited	Roseberry Court, Redcar Low Farm Drive, Redcar, Cleveland TS10 4BF	CE206870	Leasehold
HC-One Beamish Limited	Springfield House, Gateshead Durham Road, Low Fell, Gateshead NE9 5BW	TY502410	Leasehold
HC-One Beamish Limited	St Peter's Court, Redcar Lord Street, Redcar Lane, Redcar, Cleveland TS10 3JA	CE221114	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Beamish Limited	Sutherland Court, Fenham, 99 Sutherland Avenue, Fenham, Newcastle upon Tyne NE4 9NS	TY487149	Leasehold
HC-One Beamish Limited	Acomb Court, Hexham Maidens Walk, Hexham, Northumberland NE46 1EN	ND158868	Leasehold
HC-One Beamish Limited	Hartford Court, Cramlington Cumbrian Road, Cramlington, Northumberland NE23 1DA	ND172726	Leasehold
HC-One Beamish Limited	Needham Court, Jarrow, 9 Stanhope Road, Jarrow, Tyne & Wear NE32 3UD	TY473333	Leasehold
HC-One Beamish Limited	Redesdale Court, Rake Lane, North Shields, Tyne & Wear NE29 9QS	TY476771	Leasehold
HC-One Beamish Limited	Sheraton Court, Hartlepool, Warren Road, Hartlepool, Teesside TS24 9HA	CE202276 CE231025	Leasehold
HC-One Limited	Aberford Hall, Oakwood Green, Leeds LS8 2QU	YY83787	Leasehold
HC-One Limited	Acacia (Claremont Lodge), 12 Sherwood Rise, Sherwood, Nottingham NG7 6JE	NT529602	Leasehold
HC-One Limited	Ashington/Moorhouse Farm, Moorhouse Lane, Ashington NE63 9LJ	ND188537	Leasehold
HC-One Limited	Bankwood, Duffield Bank, Belper DE56 4BG	DY512643	Leasehold
HC-One Limited	Bellefield Court, 42 Aysgarth Avenue, West Derby, Liverpool L12 8QT	MS643492	Leasehold
HC-One Limited	Chandlers Ford, Winchester Road, Chandler's Ford, Eastleigh SO53 2GJ	HP806069	Leasehold
HC-One Limited	Chorlton Place (Trafalgar House), 290 Wilbraham Road, Manchester M16 8LT	MAN291716	Leasehold
HC-One Limited	County Homes, 40 New Hey Road, Woodchurch, Upton Wirral CH49 5LE	MS643450	Leasehold
HC-One Limited	Dale Park, 221 Meols Cop Road, Southport PR8 6JU	MS643479	Leasehold
HC-One Limited	Dingle Meadow, Goldencrest Drive, Oldbury, Warley B69 2DQ	MM87008 MM86879	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Falstone Court and Manor Whitburn Road, Roker, Sunderland SR6 9NQ	TY546217	Leasehold
HC-One Limited	Four Seasons, Breightmet Fold Lane, Breightmet, Bolton BL2 5NB	MAN291715	Leasehold
HC-One Limited	Glanffrwd, Coychurch Road, Pencoed, Bridgend CF35 5LP	CYM709776	Leasehold
HC-One Limited	Hodge Hill, 150 Coleshill Road, Hodge Hill, Birmingham B36 8AD	MM86897	Leasehold
HC-One Limited	Knowsley Manor, Knowsley Lane, Huyton, Liverpool L36 8EL	MS643496	Leasehold
HC-One Limited	Meadowlands, Abernant Road, Aberdare CF44 0PY	CYM709859	Leasehold
HC-One Limited	Oak Tree Mews, Landgate Oaks, Hospital Road, West Moreton-in-Marsh GL56 0BL	GR413987	Leasehold
HC-One Limited	Oakland (Rochdale), Bury Road, Rochdale OL11 5EU	MAN291747	Leasehold
HC-One Limited	Parklands, Newport Road, Bedwas CF83 8AA	CYM709761	Leasehold
HC-One Limited	Pendleton Court (Summerhill Mansion), 20 Chaplin Close, Salford M6 8FW	MAN291712	Leasehold
HC-One Limited	Peniel Green, 216 Peniel Green Road, Llansamlet Swansea SA7 9BD	CYM709762	Leasehold
HC-One Limited	Richmond House, Mitchell Street, Leigh WN7 4UH	MAN291711	Leasehold
Meridian Healthcare Limited	Roby House and Roby Lodge, Tarbock Road, Huyton L36 5XW	MS643431	Leasehold
HC-One Limited	Silverwood, Imperial Road, Beeston Nottingham NG9 1FN	NT529599	Leasehold
HC-One Limited	Snapethorpe, Snapethorpe Gate, Broadway, Lupset, Wakefield WF2 8YA	YY83749	Leasehold
HC-One Limited	The Willows, 89 London Road, Hinckley LE10 1HH	LT490738	Leasehold
HC-One Limited	Tower Bridge Care Centre, 1 Tower Bridge Road, Southwark SE1 4TR	TGL473088	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Victoria House, Bath Lane, Stockton-On-Tees TS18 2DX	CE232582	Leasehold
HC-One Limited	Victoria Park, 75-83 Brays Lane, Stoke, Coventry CV2 4DS	MM86861	Leasehold
Meridian Healthcare Limited	White Rose House, 165 Huddersfield Road, Thongsbridge, Holmfirth Huddersfield HD9 3TQ	YY83733	Leasehold
HC-One Limited	Abermill Hall House, Thomas Street, Abertridwr, Caerphilly CF83 4AY	CYM709801	Leasehold
HC-One Limited	Aberpennar Court, Windsor Road, Mountain Ash CF45 3BH	CYM709759	Leasehold
Meridian Healthcare Limited	Acacia Court, Crawshaw Hill, Pudsey Leeds LS28 7BW	YY83732	Leasehold
HC-One Limited	Acorn Hollow (Clarence Hse) & Avandale Lodge (Victoria Hse) 419 Manchester Road, Lostock Gralam, Northwich CW9 7QA	CH658483	Leasehold
HC-One Limited	Alexander Court, 2 Lydgate Court, Lydgate Lane, Sheffield S10 5FJ	SYK649450	Leasehold
HC-One Limited	Ascot Lodge, 48a Newlands Road, Intake, Sheffield S12 2FZ	SYK649473	Leasehold
HC-One Limited	Ash Grange (The Valley), Valley Road, Bloxwich, Walsall WS3 3ER	MM86875	Leasehold
HC-One Limited	Ashbourne Lodge, The Cedars, Ashbrooke, Sunderland SR2 7TN	TY546243	Leasehold
HC-One Limited	Ashgrove Nursing & Residential Home, Dudley Wood Road, Netherton Dudley DY2 0DA	MM86912	Leasehold
HC-One Limited	Ashton Grange, St Luke's Road, Pallion, Sunderland SR4 6QU	TY546235	Leasehold
HC-One Limited	Aston House, Angel Lane, Hayes UB3 2QX	AGL411743	Leasehold
HC-One Limited	Barnby (Reindeer), Barnby Moor, Retford DN22 8QS	NT529600	Leasehold
HC-One Limited	Beaconsfield, Galgate Barnard Castle DL12 8ES	DU362267	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Beauvale, Moor Lane, Bingham, Nottingham NG13 8AS	NT529584	Leasehold
HC-One Limited	Beechcroft Lapwing Grove, Palace Fields, Runcorn WA7 2TP	CH658465	Leasehold
HC-One Limited	Berry Hill Park, Berry Hill Lane, Mansfield NG18 4JR	NT529583	Leasehold
HC-One Limited	Bishopsgate (Oaklands), Hexham Street, Bishop Auckland DL14 7PU	DU362268	Leasehold
HC-One Limited	Brandon House, 140 Old Church Road, Bell Green, Coventry CV6 5QH	MM86871	Leasehold
Meridian Healthcare Limited	Bridgewater Park, Bridgewater Road, Scunthorpe DN17 1SN	HS387622	Leasehold
HC-One Limited	Brindley Court Nursing & Residential Home, Station Street, Longport Stoke-On-Trent ST6 4ND	SF625361	Leasehold
HC-One Limited	Callands, Callands Road, Callands Warrington WA5 9TS	CH658464	Leasehold
HC-One Limited	Cedar Court and Magna, 27-29 Long Street, Wigston LE18 2BP	LT490732	Leasehold
HC-One Limited	Church View (Silverdale), 13 St Martin's Road, Caerphilly CF83 1EF	CYM709760	Leasehold
HC-One Limited	Cwrt Clwydi Gwyn, New Road, Skewen Neath SA10 6YA	CYM709858	Leasehold
HC-One Limited	Daffodils Dynevor Street & Bethesda Street, Merthyr Tydfil CF47 8LR	CYM709842	Leasehold
HC-One Limited	Daneside Court and Mews Chester Way, Northwich CW9 5JA	CH658469	Leasehold
HC-One Limited	Defoe Court, Defoe Crescent, Newton Aycliffe DL5 4JP	DU362265	Leasehold
HC-One Limited	Dovedale Court Nursing & Residential Home, Holyhead Road, Wednesbury WS10 7PZ	MM86920	Leasehold
HC-One Limited	Falstone Court and Manor Whitburn Road, Roker, Sunderland SR6 9NQ	TY546217	Leasehold
HC-One Limited	Guide Lane, 232 Guide Lane, Audenshaw	MAN291714	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
	M34 5HA		
HC-One Limited	Harley Grange, 25 Elms Road, Stoneygate, Leicester LE2 3JE	LT490725	Leasehold
HC-One Limited	Highfield (Yarm), The Meadowings, Yarm TS15 9XH	CE232586	Leasehold
HC-One Limited	Hinckley Park (Queens Park), 67 London Road, Hinckley LE10 1HH	LT490724	Leasehold
HC-One Limited	Hollymere (Ascot House) & Primrose (Windsor House), 72 Crewe Road, Haslington Crewe CW1 5QZ	CH658467	Leasehold
HC-One Limited	Jack Dormand, Fourth Street, Horden, Peterlee SR8 4LD	DU362270	Leasehold
HC-One Limited	Kesteven Grange, Kesteven Way, Kingswood, Bransholme, Kingston upon Hull HU7 3EJ	HS387643	Leasehold
HC-One Limited	Ladywood, Eaton Avenue (off Godfrey Drive), Kirk Hallam, Ilkeston DE7 4HL	DY512661	Leasehold
HC-One Limited	Leighton Court (Cavendish), 112 Manor Road, Wallasey Wirral CH45 7LX	MS643451	Leasehold
HC-One Limited	Llys Newydd Heol Lotwen, Capel Hendre, Ammanford Dyfed SA18 3RP	CYM709773	Leasehold
HC-One Limited	Lothian House, Clyde Terrace, Spennymoor DL16 7SG	DU362269	Leasehold
HC-One Limited	Maple Court, Rotherwood Drive, Rowley Park, Stafford ST17 9AF	SF625398	Leasehold
HC-One Limited	Maple Lodge, Rotherwood Drive, Rowley Park, Stafford ST17 9AF	SF625399	Leasehold
HC-One Limited	Meadowbank (Kensington), Green Lane, Green Lever, Bolton BL3 2EF	MAN291771	Leasehold
Meridian Healthcare Limited	Millbrook Care Centre, Huddersfield Road, Millbrook Stalybridge SK15 3ET	MAN291655	Leasehold
HC-One Limited	Moss View, 77 Page Moss Lane, Huyton, Liverpool L14 0JJ	MS643481	Leasehold
HC-One Limited	Newlands, 122 Heaton Moor Road, Stockport Sk4 4JY	MAN291710	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Northview Lodge Deneside House, North View, Castletown Sunderland SR5 3AF	TY546216	Leasehold
HC-One Limited	Orchard Mews, Bentinck Road, Benwell Newcastle-Upon-Tyne NE4 6UX	TY546212	Leasehold
HC-One Limited	Pytchley Court, Northampton Road, Brixworth NN6 9DX	NN348553	Leasehold
HC-One Limited	Roxburgh House (Cradley Heath), Reddall Hill Road, Cradley Heath B64 5JE	MM86895	Leasehold
HC-One Limited	Silverwood, Flanderwell Lane, Sunnyside Rotherdam S66 3QT	SYK649438	Leasehold
HC-One Limited	Springwater Lodge, Smithy View, Calverton, Nottingham NG14 6FA	NT529579	Leasehold
HC-One Limited	St Margarets off Crossgate/Allergate Durham DH1 4DS	DU362254	Leasehold
HC-One Limited	St Martins Court, Martin Street, Morriston, Swansea SA6 7BJ	CYM709763	Leasehold
HC-One Limited	Stoneleigh, Durham Road, Annfield Plain, Stanley DH9 7XH	DU362257	Leasehold
HC-One Limited	Stoneyford, Stoneyford Road, Sutton-In-Ashfield NG17 2DR	NT529578	Leasehold
HC-One Limited	Swallownest Nursing Home, Chesterfield Road, Swallownest, Sheffield S26 4TL	SYK649439	Leasehold
HC-One Limited	Tenlands Nursing Home, Wood Lane, Ferryhill DL17 8JD	DU362264	Leasehold
HC-One Limited	The Beeches, 55 Furlong Street, Arnold, Nottingham NG5 7AJ	NT529585	Leasehold
HC-One Limited	The Beeches (Doncaster), Beech Road, Arm Thorpe, Doncaster DN3 2DY	SYK649442	Leasehold
HC-One Limited	The Rowans, Owen Street, Coalville LE67 3DA	LT490730	Leasehold
HC-One Limited	Victoria Gardens, 328 Tile Hill Lane, Coventry CV4 9DS	MM86860	Leasehold
HC-One Limited	Victoria Manor, 31-33 Abbey Road, Whitley Coventry CV3 4BJ	MM86859	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Victoria Mews, 487-493 Binley Road, Binley, Coventry CV3 2DP	MM86893	Leasehold
HC-One Limited	Victoria Park (now known as Avandale) overlap with Acorn Hollow Manners Road, Ilkeston DE7 5HB	DY512637	Leasehold
HC-One Limited	Westleigh (Mayfair House), Nel Pan Lane, Westleigh Leigh WN7 5JT	MAN291609 MAN291608	Leasehold
HC-One Limited	White Gables, Lincoln Road, Skellingthorpe, Lincoln LN6 5SA	LL373709	Leasehold
HC-One Limited	Willow Court, 52-54 Croft Lane, Cherry Willingham, Lincoln LN3 4JW	LL373708	Leasehold
HC-One Limited	Woodcross Mental (Bloxwich), 23 Reeves Street, Bloxwich, Walsall WS3 2DQ	MM86878	Leasehold
HC-One Limited	Worsley Lodge, 119 Worsley Road, Worsley, Manchester M28 2WG	MAN291766	Leasehold
HC-One Limited	Appleton Lodge, Lingard Lane, Bredbury Stockport SK6 2QT	MAN291931	Leasehold
HC-One Limited	Ferndale Court, St Michael's Road, Widnes WA8 8TF	CH658572	Leasehold

CMG FREEHOLD PROPERTIES

Chargor	Property	Title Number	Freehold/ Leasehold
Libra CareCo CH2 PropCo Limited	Albion, 44 Albion Road	SY300015	Freehold
Libra CareCo CH2 PropCo Limited	Amitra Villa, 23 Perryn Road	AGL120649	Freehold
Libra CareCo CH2 PropCo Limited	Anissa Villa, 23 Pierrepoint Road	MX141778	Freehold
Libra CareCo CH3 PropCo Limited	Beulah Home, 55 Beulah Road	SGL71947 SY45962	Freehold
Libra CareCo CH2 PropCo Limited	Cheam, 101 Cheam Road	SY229122	Freehold
Libra CareCo CH3 PropCo Limited	Magnolia Cottage (Norwich Cluster), 26 Sydney Road, Spixworth	NK235507	Freehold
Libra CareCo CH3 PropCo Limited	New Dawn (Norwich Cluster), Dog Lane, Horsford	NK245711	Freehold
Libra CareCo CH3 PropCo Limited	Parchmore Home, 96 Parchmore Road	SY116499	Freehold
Libra CareCo CH3 PropCo Limited	St Helier, 374 St Helier Avenue	SGL247241	Freehold
Libra CareCo CH3 PropCo Limited	Tamarisk (Norwich Cluster), 26 Holt Road, Horsford	NK193992	Freehold
Libra CareCo CH2 PropCo Limited	Trafalgar (Bexhill Cluster), 9 Sutherland Avenue	SX134994	Freehold
Libra CareCo CH2 PropCo Limited	Winston Lodge, 362 London Road	HP323647	Freehold

CMG LEASEHOLD PROPERTIES

Chargor	**Property**	**Title Number(s) of the Lease**	**Freehold/ Leasehold**
NHP Securities No. 5 Limited	Albion, 44 Albion Road	SGL606891	Leasehold
NHP Securities No. 5 Limited	Amitra Villa, 23 Perryn Road	AGL73581	Leasehold
NHP Securities No. 5 Limited	Anissa Villa, 23 Pierrepoint Road	AGL68381	Leasehold
NHP Securities No. 12 Limited	Beulah Home, 55 Beulah Road	SGL620309	Leasehold
NHP Securities No. 5 Limited	Cheam, 101 Cheam Road	SGL606437	Leasehold
NHP Securities No. 12 Limited	Magnolia Cottage (Norwich Cluster), 26 Sydney Road, Spixworth	NK253104	Leasehold
NHP Securities No. 12 Limited	New Dawn (Norwich Cluster), Dog Lane, Horsford	NK253105	Leasehold
NHP Securities No. 10 Limited	Parchmore Home, 96 Parchmore Road	SGL611571	Leasehold
NHP Securities No. 12 Limited	St Helier, 374 St Helier Avenue	SGL652065	Leasehold
NHP Securities No. 12 Limited	Tamarisk (Norwich Cluster), 26 Holt Road, Horsford	NK253100	Leasehold
NHP Securities No. 5 Limited	Trafalgar (Bexhill Cluster), 9 Sutherland Avenue	ESX233623	Leasehold
NHP Securities No. 5 Limited	Winston Lodge, 362 London Road	SH7269	Leasehold

TURNAROUND OPERATING LEASE

Chargor	Property	Title Number	Freehold/ Leasehold
HC-One Limited	Ashgrove, Fir Tree Road and 216 Martindale Road and 210, 212 and 214 Martindale Road, Hounslow, TW4	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Acres Nook, Boathorse Road, Kidsgrove, Staffordshire ST7 4JA	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Appleton Manor, Lingard Lane, Bredbury, Stockport SK6 2QT	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Ashton View, Wigan Road, Ashton-in-Makerfield, Wigan, Greater Manchester WN4 9BJ	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Avalon Park, Dove Street, Oldham, Greater Manchester OL4 5HB	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Averill House (Balmoral House), Averill Street, Newton Heath, Manchester M40 1PF	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Brookdale (Buckingham), Averill Street, Newton Heath, Manchester M40 1PF	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Brooklands, Springfield Park, Grimsby, North East Lincolnshire DN33 3LE	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Carr Gate, Lawns Lane, Carr Gate, Wakefield WF2 0QU	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Catherine House, land lying to the south west of Cork Street, Frome BA11 1BL	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Cedar House, High Street, Harefield, London UB9 6EB	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Chaseview, Water Street, Burntwood WS7 1AW and 52 and 54 Cannock Road, Chase Terrace, Burntwood	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Clarendon Hall, 19 Church Avenue, Humberston, Great Grimsby, Lincolnshire DN36 4DA	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Ferndale Mews, St Michael's Road, Widnes, Cheshire WA8 8TF	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Grosvenor House Care Centre, 39 Duchy Road, Harrogate, North Yorkshire	Not Registered as Less than 7 Years	Leasehold

Chargor	Property	Title Number	Freehold/ Leasehold
	HG1 2HA		
HC-One Limited	Hebburn Court, The Old Vicarage, Witty Avenue, Hebburn, Tyne & Wear NE31 2SE	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Holywell Dene, Holywell Dene Road, Holywell, Whitley Bay, Tyne & Wear NE25 0LB	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Kings Park, Kings Road, First Cross, Ashton-Under-Lyne, Lancashire OL6 8EZ	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Larchwood (Alcotes), 108 Broad Road, Braintree, Essex CM7 9RZ	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Leeming Garth, Leeming Bar, Leeming, Northallerton, County Durham DL7 9RT	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Lyndon Hall, Malvern Close, All Saints Way, West Bromwich, West Midlands B71 1PP	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Overdene House, John Street, Winsford, Cheshire CW7 1HJ	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Plas Cwm Carw, Oakwood Lane, Port Talbert, Glamorgan SA13 1DS	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Priory Gardens, Ladybalk Lane, Pontefract WS8 1JQ	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Rose Court, 44-48 Water Street, Radcliffe, Manchester M26 4DF	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Trafalgar Park, land lying to the south of Heol, Islwyn, Nelson, Treharris CF46 6HG	Not Registered as Less than 7 Years	Leasehold
HC-One Limited	Windsor Court, Bartholomew Avenue, Goole, East Riding of Yorkshire DN14 6YN	Not Registered as Less than 7 Years	Leasehold

PART II
ACCOUNTS

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33169411	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33124256	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116997	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116334	601236
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116318	601236
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116229	601236

Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116202	601236
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33116075	601236

Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33115923	601236

Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33115788	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33115761	601236

Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33115613	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33115605	601236

Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113696	601236

Account Bank	Account Holder	Account Number	Sort Code
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113572	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113564	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113556	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113548	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113521	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113513	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113505	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113491	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113467	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113459	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113440	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33113424	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33111618	601236
Lloyds Specialist Property Branch, PO BOX 1000, BX 2 1LB	Meridian Healthcare Ltd	00185509	801219
Lloyds Specialist Property Branch, PO BOX 1000, BX 2 1LB	Meridian Healthcare Ltd	01908106	801219
Lloyds Specialist Property Branch, PO BOX 1000, BX 2 1LB	Meridian Healthcare Ltd	00183407	801219
Lloyds Specialist Property Branch, PO BOX 1000, BX 2 1LB	Meridian Healthcare Ltd	01096502	801219

Account Bank	Account Holder	Account Number	Sort Code
Barclays, High Street, Gateshead Branch, NE8 1BX	HC-ONE BEAMISH LTD	00152889	203351
Barclays, High Street, Gateshead Branch, NE8 1BX	HC-ONE BEAMISH LTD	13487512	203351
Barclays, High Street, Gateshead Branch, NE8 1BX	HC-ONE BEAMISH LTD	20663980	203351
Barclays, High Street, Gateshead Branch, NE8 1BX	HC-ONE BEAMISH LTD	43686604	203351
Barclays, High Street, Gateshead Branch, NE8 1BX	HC-ONE BEAMISH LTD	83008072	203351
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	LIBRA CARECO CH3 PROPCO LTD	40648744	20-19-95
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	LIBRA CARECO CH2 PROPCO LTD	00342254	20-19-95
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.2 (CAYMAN) LIMITED	13006506	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place	CARE HOMES NO.3 LIMITED	43842193	20-36-47

Account Bank	Account Holder	Account Number	Sort Code
London E14 5HP FAO: Grant Westcott			
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.3 LIMITED	13009807	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.2 (CAYMAN) LIMITED	93678695	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.3 LIMITED	23321614	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.2 (CAYMAN) LIMITED	03520730	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	CARE HOMES NO.2 (CAYMAN) LIMITED	83198936	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place	CARE HOMES NO.3 LIMITED	93397114	20-36-47

Account Bank	Account Holder	Account Number	Sort Code
London E14 5HP FAO: Grant Westcott			
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC SKYFALL TA LIMITED	48534412	60-00-01
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC SKYFALL BIDCO LTD	45758670	60-00-01
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC SKYFALL BIDCO LTD	48681571	60-00-01
Barclays Bank PLC PO Box 9 Barclays House Victoria Street Douglas Isle of Man IM99 1AJ	FC SKYFALL IOM PROPERTIES LTD	53597180	202674
Barclays Bank PLC PO Box 9 Barclays House Victoria Street Douglas Isle of Man IM99 1AJ	FC SKYFALL IOM PROPERTIES LTD	33039196	202674
The Royal Bank of Scotland International Limited 2 Victoria Street Douglas Isle of Man	HC-ONE BEAMISH PROPERTIES LTD	5880-58412063	16-58-80

Account Bank	Account Holder	Account Number	Sort Code
IM99 1NJ			
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	CARE HOMES NO.1 LIMITED	68083416	60-15-31
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	CARE HOMES NO.1 LIMITED	83538119	60-15-31
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	CARE HOMES NO.1 LIMITED	48536083	60-00-01
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	TTCC Ltd	33511014	20-36-47
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	NHP MANAGEMENT LTD	80701890	20-19-95
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP	NHP MANAGEMENT LTD	80701890	20-19-95

Account Bank	**Account Holder**	**Account Number**	**Sort Code**
FAO: Grant Westcott			
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP **FAO: Grant Westcott**	NHP SECURITIES NO. 3 LIMITED	50274100	20-19-95

BLOCKED ACCOUNTS

Account Bank	Account Holder	Account Number	Sort Code
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC Skyfall Bidco Limited	48681563	60-00-01
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC Skyfall Bidco Limited	45759170	60-00-01
FAO: Petia Balcheva (née Lazarova) Natwest Bank Plc 3rd Floor, Argyll House, 246 Regent Street, London W1B 3PB	FC Skyfall Bidco Limited	45759189	60-00-01

PART III
EXCLUDED ACCOUNTS

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33184747	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33184739	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33183589	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180547	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180539	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180490	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180482	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180474	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33180466	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33178895	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33178585	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33175543	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33175535	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33175047	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33175039	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33175020	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33172897	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33172889	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33172870	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33169802	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33169438	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33167222	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33166358	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33166331	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33166080	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33166072	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33166056	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165092	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165084	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165076	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165068	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165041	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33165033	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164525	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164517	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164347	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164339	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164320	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164312	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33164304	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162859	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162840	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162816	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162565	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162506	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162484	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162476	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162441	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162425	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33162417	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159297	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159289	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159270	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159262	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159254	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33159238	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33158614	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33158606	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33158592	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33156239	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33156220	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33154430	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33154414	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33154406	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152640	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152632	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152594	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152586	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152551	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152543	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152535	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152527	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152519	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152047	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152020	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33152012	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151997	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151962	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151938	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151911	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151881	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151857	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33151830	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150672	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150656	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150648	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150621	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150613	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150605	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150591	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150575	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33150567	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149976	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149941	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149305	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149291	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149275	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149259	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33149232	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148678	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148643	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148635	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148457	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148414	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148406	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148392	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148384	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148376	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148368	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148309	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33148295	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147833	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147825	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147817	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147787	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147760	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147744	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147736	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147728	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147701	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147698	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147671	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147663	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147655	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147647	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33147639	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33145008	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144990	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144982	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144966	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144958	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144923	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144915	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144710	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144702	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144699	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144664	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144656	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144648	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144621	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144613	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144605	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144591	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144583	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144575	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144567	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144559	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144540	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144532	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33144524	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33142211	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33142181	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33142025	601236

Account Bank	Account Holder	Account Number	Sort Code
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141959	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141940	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141932	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141924	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141916	601236
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-ONE LIMITED	33141878	601236
Barclays 50 Pall Mall, London, SW1A 1QA	HC-ONE LIMITED	73719618	206582
Barclays 50 Pall Mall, London, SW1A 1QA	HC-ONE LIMITED	53588017	206582
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	TTCC Limited	63148513	203647
Barclays Barclays Corporate Level 27, One Churchill Place London E14 5HP FAO: Grant Westcott	TTCC Limited	63463516	203647

PART IV
SUBSIDIARIES

Chargor	Subsidiary
FC Skyfall Intermediate HoldCo 1 Limited	FC Skyfall Intermediate HoldCo 2 Limited
FC Skyfall Intermediate HoldCo 2 Limited	FC Skyfall Intermediate HoldCo 3 Limited
FC Skyfall BidCo Limited	FC Beamish BidCo Limited
Libra CareCo CH2 PropCo HoldCo Limited	Libra CareCo CH2 PropCo Limited
Libra CareCo CH3 PropCo HoldCo Limited	Libra CareCo CH2 PropCo Limited
Meridian Healthcare (Holdings) Limited	Meridian Healthcare Limited
Libra Intermediate HoldCo Limited	HC-One Limited
FC Beamish BidCo Limited	HC-One Beamish Limited
FC Skyfall Intermediate HoldCo 3 Limited	FC Skyfall BidCo Limited
FC Skyfall BidCo Limited	Meridian Healthcare (Holdings) Limited
NHP HoldCo 2 Limited	Libra CareCo CH2 PropCo HoldCo Limited
NHP HoldCo 1 Limited	Libra CareCo CH3 PropCo HoldCo Limited
FC Skyfall TA Intermediate Cayco 2 Limited	FC Skyfall TA Limited
FC Beamish BidCo Limited	HC-One Beamish Homecare Limited
Meridian Healthcare (Holdings) Limited	Meridian Care Limited
Meridian Healthcare (Holdings) Limited	Boxultra Limited
Meridian Healthcare (Holdings) Limited	Sweetgrove Limited
Meridian Healthcare (Holdings) Limited	Meridian Care Developments Limited
Meridian Healthcare (Holdings) Limited	Meridian Care Group Limited
Meridian Healthcare (Holdings) Limited	Sanlor Care Homes (Scunthorpe) Limited
NHP HoldCo 1 Limited	TTCC Limited
NHP HoldCo 3 Limited	Libra CareCo Holdings Limited
Libra CareCo Holdings Limited	Libra CareCo Investments 1 Limited

Chargor	Subsidiary
Libra CareCo Investments 1 Limited	Libra CareCo Investments 2 Limited
Libra CareCo Investments 2 Limited	Libra CareCo Limited
Libra CareCo Limited	NHP Limited
NHP Limited	NHP Management Limited
NHP Limited	NHP Operations (York) Limited
NHP Limited	NHP Securities No. 1 Limited
NHP Limited	NHP Securities No. 2 Limited
NHP Limited	NHP Securities No. 3 Limited
NHP Limited	NHP Securities No. 4 Limited
NHP Limited	LLNH Limited

PART V
INSURANCES

Chargor (as named payee)	Insurers & Policy No	Policy No	Type of insurance	Insured Risks
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC-One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	Royal Sun Alliance Insurance Plc	WA43558B000	The buildings and Landlord's fixtures and fittings Owned by leased by and operated by the insured	All Risk of Physical Loss or Damage as defined within the policy.
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC-One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	Royal Sun Alliance Insurance Plc	RKK833154	Contents, Machinery and Plant and Business Interruption and Public Liability Insurance associated with the operational activities of associated with the business of FC Skyfall and HC-One and Meridian Healthcare Limited , HMC and its subsidiaries	All Risk of Physical Loss or Damage and Consequential Loss of Revenue as defined within the policy.
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC-One Ltd 5. Meridian Healthcare (Holdings) Ltd	Royal Sun Alliance Insurance Plc	RTT283769	Public liability, Property Owners & Medical Malpractice Insurance	Legal liability to Third Parties for Bodily injury or Property Damage as defined in the policy including Medical Malpractice.

Chargor (as named payee)	Insurers & Policy No	Policy No	Type of insurance	Insured Risks
6. FC Beamish Bidco Ltd				
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC-One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	Lloyds Underwriters	DOWNN1600140	Buildings owned by or leased by the insured and HC One/Meridian and HMC Contents and Business Interruption associated with the operational activities of HC-One, Meridian Healthcare Limited and HMC Ltd.	Loss or Damage arising from Terrorism. Limit : 20,000,000 in all Excluding damage arising from Nuclear , Biological and Radioactive causes
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC-One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	AXA Insurance	LC COM 6887464	Employers Liability	Legal Liability following death, bodily injury, or disease sustained by any employee arising out of and in the course of their employment
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	ERS	50019010	Motor vehicles owned by, hired, loaned or leased to the named insured	Fully Comprehensive

Chargor (as named payee)	Insurers & Policy No	Policy No	Type of insurance	Insured Risks
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	AIG / AXIS	SPRDP1600340 and SPRDP1600341	Directors and Officers Liability	Indemnity for Liability arising from claims for actual or alleged wrongful acts
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	Chubb Europe	82413474B	Crime	Indemnity against loss as a direct result of the criminal, fraudulent or dishonest taking or appropriation of money, securities, funds etc.
1. FC Skyfall Topco Ltd 2. NHP Holdco 1 Ltd 3. NHP Holdco 2 Ltd 4. HC One Ltd 5. Meridian Healthcare (Holdings) Ltd 6. FC Beamish Bidco Ltd	Allianz Engineering plc	61/NZ/9941523/10	Engineering Inspection	Statutory inspection of plant declared to insurers. Cover extension to include sudden and unforeseen damage to plant, and own surrounding property damage arising from a steam boiler explosion

PART VI
CONSTRUCTION DOCUMENTATION

1. Project Partnering Agreement in relation to Sheraton Court dated 20.06.2007 between Hartlepool Properties Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

2. Project Partnering Agreement in relation to Roseberry Court dated 31.10.2008 between Roseberry Leasing Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

3. Project Partnering Agreement in relation to Springfield House dated 26.03.2012 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, and Moorehead Sutton & Laing Limited.

4. Project Partnering Agreement in relation to Eden House dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd, and Moorehead Sutton & Laing Limited.

5. Project Partnering Agreement in relation to Park House dated 15.03.2012 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

6. Project Partnering Agreement in relation to St Peter's Court dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd, and Moorehead Sutton & Laing Limited.

7. Project Partnering Agreement in relation to Acomb Court dated 20.06.2007 between Hexham Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates, and Moorehead Sutton & Laing Limited.

8. Project Partnering Agreement in relation to Hartford Court dated 01.06.2008 between Cramlington Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates, and Moorehead Sutton & Laing Limited.

9. Project Partnering Agreement in relation to Needham Court undated between Jarrow Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates, and Moorehead Sutton & Laing Limited.

10. Project Partnering Agreement in relation to Redesdale Court undated between Rake Lane Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates, and Moorehead Sutton & Laing Limited.

11. Project Partnering Agreement in relation to Sutherland Court dated 19.05.2008 between Corbridge Road Properties Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

12. Project Partnering Agreement in relation to Foxton Court dated 07.01.2008 between Morpeth Properties Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

13. Project Partnering Agreement in relation to Hawthorn Court dated 10.08.2010 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates Ltd and Moorehead Sutton & Laing Limited.

14. Project Partnering Agreement in relation to Melbury Court dated 20.06.2007 between Durham Properties Limited, Walter Thompson (Contractors Ltd), Mackellar Architecture, Garrard Associates and Moorehead Sutton & Laing Limited.

15. Project Partnering Agreement in relation to Eastbourne House dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, and Moorehead Sutton & Laing Limited.

16. Building contract dated 28 November 2013 in relation to the Denby between Meridian Healthcare Limited and Conroy Brooks Construction Limited.

17. Building contract dated 25 November 2014 in relation to Church Gardens, Garforth between Meridian Healthcare Limited and Conroy Brooks Construction Limited.

18. Project Partnering Agreement in relation to Fleming Court dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd and Moorehead Sutton & Laing Limited.

19. Project Partnering Agreement in relation to Grampian House dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd and Moorehead Sutton & Laing Limited.

20. Project Partnering Agreement in relation to Newton Aycliffe dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd, and Moorehead Sutton & Laing Limited.

21. Project Partnering Agreement in relation to Greenways Court dated 10.08.2010 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates Limited, and Moorehead Sutton & Laing Limited.

22. Project Partnering Agreement in relation to Kirkwood Court dated 10.08.2010 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates Ltd and Moorehead Sutton & Laing Limited.

SCHEDULE 3
FORM OF NOTICE FOR ACCOUNTS

To: [Account Bank]

Copy: **Mount Street Mortgage Servicing Limited** as Security Agent

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to Mount Street Mortgage Servicing Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a debenture (the "**Debenture**") dated [●] entered into by ourselves (as Chargor) (amongst others) in favour of the Security Agent, all of our rights, title, interest and benefit from time to time, present and future, in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the Schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") and all balances now or hereafter standing to the credit of any such account including all interest from time to time thereon, the debt represented thereby and all rights in relation thereto together with all interest from time to time earned on such sums and the debts represented by such sums and interest.

2. With effect from the date of your receipt of this notice:

   (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent;

   (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time;

   (c) the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Security Agent;

   (d) we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the Schedule to this notice without the prior written consent of the Security Agent; and

   (e) we are permitted to withdraw or transfer amounts from the Accounts designated as "Not blocked" in the Clause to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time).

3. You are authorised and instructed, without requiring further approval from us:

   (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;

(b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request; and

(c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.

4. These instructions may not be revoked without the prior written consent of the Security Agent.

5. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:

(a) you agree to the terms of this notice and to act in accordance with its provisions;

(b) you have not received notice of the interest of any third party in the accounts; and

(c) you have not and will not claim, exercise or enforce any security interest, right of set-of, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent or, in relation to the Accounts designated as "Not blocked" in the Schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent.

6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[*CHARGOR*]

.....
for and on behalf of
Mount Street Mortgage Servicing Limited as Security Agent

SCHEDULE

Account Number	Sort Code	Status
[●]	[●]	[Blocked/Not blocked]

[*On acknowledgement copy*]

To: Mount Street Mortgage Servicing Limited as Security Agent
[*Address*]

Copy to: [*CHARGOR*]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[*Account Bank*]

Date: [●]

SCHEDULE 4

FORM OF NOTICE FOR ASSIGNMENT OF CONTRACTS

To: [*Counterparty to relevant Assigned Agreement*]

Copy: Mount Street Mortgage Servicing Limited as Security Agent

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to Mount Street Mortgage Servicing Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a debenture dated [●] entered into by us in favour of the Security Agent, all of our rights, title and interest in and to [*insert details of relevant Contract*] (the "**Assigned Agreement**").

2. We will remain liable under the Assigned Agreement to perform all obligations imposed on us under the Assigned Agreement and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Assigned Agreement.

3. We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs.

4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request;

5. These instructions may not be revoked without the prior written consent of the Security Agent.

6. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:

(a) you agree to the terms of this notice and to act in accordance with its provisions;

(b) [you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent;]

(c) you have not received notice of the interest of any third party in the Assigned Agreement; and

(d) [you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach].

7. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[*CHARGOR*]

.....
for and on behalf of
Mount Street Mortgage Servicing Limited as Security Agent

[*On acknowledgement copy*]

To: Mount Street Mortgage Servicing Limited as Security Agent
[*Address*]

Copy to: [*CHARGOR*]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[*Counterparty to relevant Assigned Agreement*]

Date: [●]

SCHEDULE 5
FORM OF NOTICE FOR INSURANCE POLICIES

To: [*insurer/insurance broker*]

Copy: **Mount Street Mortgage Servicing Limited** as Security Agent

Date: [●]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to Mount Street Mortgage Servicing Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a debenture dated [●] entered into by, amongst others, us in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the Schedule to this letter (other than in relation to third party liabilities) (the "**Insurance Policies**").

2. We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies.

3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary. Thereafter:

   (a) all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs; and

   (b) all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs.

4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Insurance Policies as it may from time to time request.

5. These instructions may not be revoked without the prior written consent of the Security Agent.

6. Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee.

7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:

   (a) you agree to the terms of this notice and to act in accordance with its provisions;

   (b) you have not received notice of the interest of any third party in any of the Insurance Policies;

(c) you have noted the interests of the Security Agent on the Insurance Policies;

(d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification;

(e) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Security Agent;

(f) you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach; and

(g) the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it).

8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

.....
for and on behalf of
[CHARGOR]

.....
for and on behalf of
Mount Street Mortgage Servicing Limited as Security Agent

SCHEDULE

[*Details of Insurance Policies to be inserted*]

[*On acknowledgement copy*]

To: Mount Street Mortgage Servicing Limited as Security Agent

[*Address*]

Copy to: [*CHARGOR*]

We acknowledge receipt of the above notice and agree to and confirm the matters set out in it.

.....
for and on behalf of
[*Insurer*]

Date: [●]

IN WITNESS WHEREOF the Parties hereto have caused this Deed to be executed and delivered as a deed on the day and year first before written.

SIGNATURE PAGE

Executed as deed by **FC Skyfall Intermediate Holdco 1 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **FC Skyfall Intermediate Holdco 2 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **FC Skyfall Intermediate Holdco 3 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **FC Skyfall BidCo Ltd**
in the presence of:

Witness Name:

Name:

Address:

Director

Name:

SIGNATURE PAGE

Executed as deed by **FC Skyfall Intermediate Holdco 1 Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **FC Skyfall Intermediate Holdco 2 Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

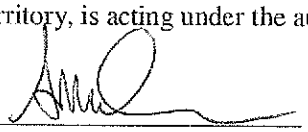
Executed as deed by **FC Skyfall Intermediate Holdco 3 Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **FC Skyfall BidCo Ltd**
in the presence of:

Witness Name:	Director
Name: Nela Powell	*Name:* Scott Brown
Address: 8500 Lenox Rd. NE Suite 510 Atlanta, GA 30324	

Executed as deed by **FC Skyfall IOM Properties Limited** a company incorporated in the Isle of Man, by an authorised signatory, being a person who, in accordance with the laws of that territory, is acting under the authority of the company:



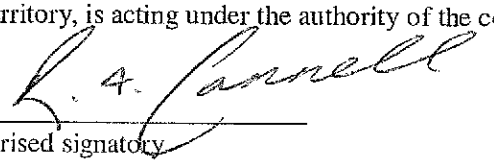
Authorised signatory

ANDREW MACKENZIE DAWSON

Executed as deed by **FC Skyfall TA Limited** in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **HC-One Beamish Properties Limited,** a company incorporated in the Isle of Man, by an authorised signatory, being a person who, in accordance with the laws of that territory, is acting under the authority of the company:



Authorised signatory

Robert Arthur Cannell

Executed as deed by **Libra Careco CH2 Propco Limited** in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **FC Skyfall IOM Properties Limited**
a company incorporated in the Isle of Man, by an authorised signatory, being a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Authorised signatory

Executed as deed by **FC Skyfall TA Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **HC-One Beamish Properties Limited,**
a company incorporated in the Isle of Man, by an authorised signatory, being a person who, in accordance with the laws of that territory, is acting under the authority of the company:

Authorised signatory

Executed as deed by **Libra Careco CH2 Propco Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Libra Careco CH3 Propco Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Meridian Healthcare Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **HC-One Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Securities No. 5 Limited**
a company incorporated in Jersey, by an authorised signatory,
being a person who, in accordance with the laws of that territory,
is acting under the authority of the company:

Authorised signatory

Executed as deed by **NHP Securities No. 8 Limited**
a company incorporated in Jersey, by an authorised signatory,
being a person who, in accordance with the laws of that territory,
is acting under the authority of the company:

Authorised signatory

Executed as deed by **NHP Securities No.10 Limited**
a company incorporated in Jersey, by an authorised signatory,
being a person who, in accordance with the laws of that territory,
is acting under the authority of the company:

Authorised signatory

Executed as deed by **NHP Securities No.12 Limited**
a company incorporated in Jersey, by an authorised signatory,
being a person who, in accordance with the laws of that territory,
is acting under the authority of the company:

Authorised signatory

Executed as deed by **HC-One Beamish Limited**
in the presence of:

Witness Name:

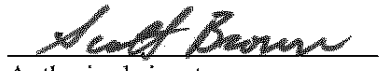
Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **FC Skyfall Turnaround Holdings Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:



Authorised signatory

Executed as deed by **FC Skyfall TA Intermediate Cayco 1 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:

Authorised signatory

Executed as deed by **FC Skyfall TA Intermediate Cayco 2 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:

Authorised signatory

Executed as deed by **Libra Careco CH2 Propco Holdco Limited**
in the presence of:

Witness Name:

Name:

Address:

Director

Name:

Executed as deed by **FC Skyfall Turnaround Holdings Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:

_____
Authorised signatory

Executed as deed by **FC Skyfall TA Intermediate Cayco 1 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:

D. L.
_____
Authorised signatory

Executed as deed by **FC Skyfall TA Intermediate Cayco 2 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised, signatory, being a person who, in accordance with the laws of that territory are acting under the authority of the company:

D. L.
_____
Authorised signatory

Executed as deed by **Libra Careco CH2 Propco Holdco Limited**
in the presence of:

Mary-Ann L.
_____
Witness Name:

Name: Paul Yeh

Address: 40 Bank St, London E14 5DS

D. L.
_____
Director

Name: David Smith

Executed as deed by **Libra Careco CH3 Propco Holdco Limited**
in the presence of:

Witness Name:	Director
Name: Paul Yin	*Name:* David Smith
Address: 40 Bank St, London E14 5DS	

Executed as deed by **Boxultra Limited**
in the presence of:

Witness Name:	Director
Name: Paul Yin	*Name:* David Smith
Address: 40 Bank St, London E14 5DS	

Executed as deed by **Libra Careco Holdings Limited**
in the presence of:

Witness Name:	Director
Name: Paul Yin	*Name:* David Smith
Address: 40 Bank St, London E14 5DS	

Executed as deed by **Libra Careco Limited**
in the presence of:

Witness Name:	Director
Name: Paul Yin	*Name:* David Smith
Address: 40 Bank St, London E14 5DS	

Executed as deed by **FC Beamish BidCo Ltd**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Libra Careco Investments 1 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Libra Careco Investments 2 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **HC-One Beamish Homecare Ltd**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Care Homes No.2 (Cayman) Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



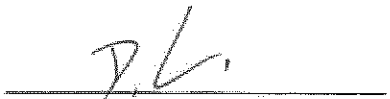
Authorised signatory

Executed as deed by **Care Homes No.3 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

Executed as deed by **Care Homes No.1 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



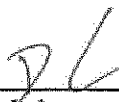
Authorised signatory

Executed as deed by **NHP Holdco 1 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



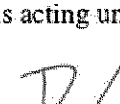
Authorised signatory

Executed as deed by **NHP Holdco 2 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

Executed as deed by **NHP Holdco 3 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

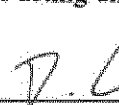
Executed as deed by **NHP Securities No. 11 Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:

Authorised signatory

Executed as deed by **NHP Securities No. 9 Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:

Authorised signatory

Executed as deed by **Libra Intermediate Holdco Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

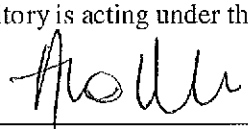
Executed as deed by **NHP Holdco 2 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:

Authorised signatory

Executed as deed by **NHP Holdco 3 Limited**
an exempted company incorporated in the Cayman Islands, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:

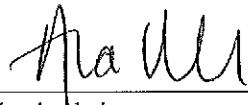
Authorised signatory

Executed as deed by **NHP Securities No. 11 Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

Executed as deed by **NHP Securities No. 9 Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:



Authorised signatory

Executed as deed by **Libra Intermediate Holdco Limited**
a company incorporated in Jersey, by an authorised signatory, being a person who, in accordance with the laws of that territory is acting under the authority of the company:

Authorised signatory

Executed as deed by **LLNH Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London
E14 5DS

Director

Name: David Smith

Executed as deed by **Meridian Care Developments Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London
E14 5DS

Director

Name: David Smith

Executed as deed by **Meridian Care Group Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London
E14 5DS

Director

Name: David Smith

Executed as deed by **Meridian Care Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London
E14 5DS

Director

Name: David Smith

Executed as deed by **Meridian Healthcare (Holdings) Limited**
in the presence of:

Witness Name:

Name: Paul Yeh

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Libra GuaranteeCo Limited**
in the presence of:

Witness Name:

Name: Paul Yeh

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Limited**
in the presence of:

Witness Name:

Name: Paul Yeh

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Management Limited**
in the presence of:

Witness Name:

Name: Paul Yeh

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Operations (York) Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Securities No. 1 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Securities No. 2 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Securities No. 3 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **NHP Securities No. 4 Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Sanlor Care Homes (Scunthorpe) Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **Sweetgrove Limited**
in the presence of:

Witness Name:

Name: Paul Yin

Address: 40 Bank St, London E14 5DS

Director

Name: David Smith

Executed as deed by **TTCC Limited**
in the presence of:

Witness Name:

Name:

Address:

Director

Name:

Executed as deed by **NHP Securities No. 4 Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **Sanlor Care Homes (Scunthorpe) Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **Sweetgrove Limited**
in the presence of:

Witness Name:	Director
Name:	*Name:*
Address:	

Executed as deed by **TTCC Limited**
in the presence of:

Witness Name:	Director
Name: STEPHANIE SCOTT	*Name:* ANTHONY STEIN
Address: C/O DRAKES COURT 302 ALCESTER ROAD WYTHALL BIRMINGHAM B47 6JR	

THE SECURITY AGENT

SIGNED on behalf of)
MOUNT STREET MORTGAGE)
SERVICING LIMITED)
by)
)
)
)
)



Authorised signatory/ies

Name: James Buncle