Companies House

MR01(ef)

Registration of a Charge

Company name: **FC SKYFALL INTERMEDIATE HOLDCO 1 LIMITED**

Company number: **10817818**

Received for Electronic Filing: **06/07/2017**

X6A4H1TL

Details of Charge

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

Charge code: **1081 7818 0002**

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

Brief description:

Contains fixed charge(s).

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: 10817818

Charge code: 1081 7818 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2017 and created by FC SKYFALL INTERMEDIATE HOLDCO 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2017 .

Given at Companies House, Cardiff on 10th 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

DATED 30 June 2017

THE PERSONS LISTED IN SCHEDULE 1
(as Chargors)

and

MOUNT STREET MORTGAGE SERVICING LIMITED
(as Security Trustee)

DEBENTURE

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DATED 30 June 2017

PARTIES

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

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

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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:

"**Ancillary Liabilities**" means in relation to any Undocumented Subordinated 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.

"**Charged Property**" means all the assets and undertaking of each Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to this Debenture.

"**Collateral Rights**" means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Debenture or by law.

"**Debtor**" has the meaning given to it in the Subordination Agreement.

"**Delegate**" means a delegate or a sub-delegate of the Security Trustee appointed under this Debenture.

"**Enforcement Event**" has the meaning given to it in Clause 9.1 (*Enforcement*).

"**Facility Agreement**" means the facility agreement dated 30 June 2017 made between, amongst others, FC Skyfall Intermediate Holdco 1 Limited (as Parent), FC Skyfall Bidco Ltd (as Borrower) and the Security Trustee (as the Security Agent and Agent) as amended, varied, novated or supplemented from time to time.

"**Notice of Assignment**" means a notice of assignment in substantially the form set out in Schedule 2 or in such other form as may be specified by the Security Trustee.

"**Parties**" means the parties to this Debenture and "**Party**" means either of them.

"**Receiver**" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

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

(a) the proceeds of sale of any part of that asset;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

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

(d) any monies and proceeds paid or payable in respect of that asset.

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

"**Subordinated Finance Document**" means each of the documents set out in Schedule 2 (*Subordinated Finance Documents*) of the Subordination Agreement governed by Cayman Islands law and any other document governed by Cayman Islands law evidencing or recording the terms of any Subordinated Debt.

"**Undocumented Subordinated Debt**" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by any Debtor to any Chargor 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 and are governed by Cayman Islands law.

1.2 **Construction**

(a) The provisions of Clauses 1.2 (*Construction*) to 1.4 (*Third party rights*) (inclusive) of the Facility Agreement apply to this Debenture as though they were

set out in full in this Debenture except that references to the Facility Agreement will be construed as references to this Debenture.

(b) Any reference in this Debenture to the Security Trustee exercising a discretion or giving its consent or agreement shall be construed in accordance with, and subject to, the provisions of Clause 1.2(f) (*Construction*) of the Facility Agreement.

(c) Any covenant of the Chargors under this Debenture is made or given to the Security Trustee for itself and as security trustee for the Secured Parties and remains in force until the Debt Discharge Date.

(d) The undertakings and other obligations of each Chargor, the Security Trustee or any other person under this Debenture shall at all times be read and construed as subject to the provisions of the Facility Agreement which shall prevail in the case of any conflict.

1.3 Certificates

A certificate of the Security Trustee setting forth the amount of any Secured Liability due from the Chargors shall be conclusive evidence of such amount in the absence of manifest error.

2. TRUST

The Security Trustee shall hold, and hereby declares that it shall hold, the benefit of the security created by this Debenture and the benefit of all representations, warranties, covenants and undertakings under this Debenture on trust for itself and the Secured Parties on and subject to the terms of this Debenture and the Chargors hereby acknowledge such trusts.

3. PAYMENT OF SECURED LIABILITIES

3.1 Covenant to Pay

Each Chargor covenants with the Security Trustee that it shall duly and punctually pay or discharge the Secured Liabilities at the time or times when, and in the currency in which, they are expressed to be payable and, if no time for payment has been expressed, immediately on demand.

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 sum shall be determined in accordance with the provisions of Clause 8.4 (*Default interest*) of the Facility Agreement.

4. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

4.1 Fixed Charges

To the extent not effectively assigned under Clause 4.2 (*Assignments*), each Chargor charges by way of first fixed continuing security with full title guarantee in favour of the Security Trustee 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 by way of first fixed charge:

(a) all Subordinated Debt which exists from time to time and is governed by Cayman Islands law;

(b) all Undocumented Subordinated Debt due or incurred to such Chargor; and

(c) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Debenture,

and all Related Rights in respect of each of the above.

4.2 Assignments

Each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Trustee 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 the Subordinated Finance Documents and the Monetary Claims (subject to obtaining any necessary consent to that assignment from any third party).

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

(a) Subject to Clause 5.1(b), each Chargor shall deliver to the relevant person, Notices of Assignment duly executed by, or on behalf of, such Chargor in respect of any other asset which is the subject of an assignment pursuant to Clause 4.2 (*Assignments*), promptly upon the request of the Security Trustee from time to time, and in each case shall use all reasonable endeavours to procure that each notice is promptly acknowledged by the recipient of such notice (such acknowledgement to be in substantially the form set out in Schedule 2 or in such form as may be specified by the Security Trustee).

(b) Where a counterparty (a "**Counterparty**") to an assignor or chargor of a Subordinated Finance Document which is charged and/or assigned under Clause 4.1 (*Fixed Charges*) and/or Clause 4.2 (*Assignments*) is a party to this Debenture:

(i) the Counterparty:

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

(B) consents to, and acknowledges, the relevant assignment and/or charge of the relevant Subordinated Finance Document; and

(ii) the Security Trustee acknowledges and agrees that no notice or acknowledgment is required to be given under this Clause 5.1 in respect of any Subordinated Finance Document to the extent that the Counterparty has given is acknowledgement pursuant to Clause 5.1(b)(i) above.

5.2 **Further Advances**

Subject to the terms of the Facility Agreement the Lenders are under an obligation to make further advances to the Borrower and that obligation will be deemed to be incorporated into this Debenture as if set out in this Debenture.

6. **FURTHER ASSURANCE**

6.1 **Further Assurance: General**

(a) Each Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

(i) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by such Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;

(ii) to confer on the Security Trustee security over any property and assets of such Chargor located in any jurisdiction outside the Cayman Islands equivalent or similar to the security intended to be conferred by or pursuant to this Debenture; and/or

(iii) (after the occurrence of an Enforcement Event) to facilitate the realisation of the Charged Property.

6.2 **Necessary Action**

Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to this Debenture.

6.3 **Consents**

Each Chargor shall use its reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the assets of such Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 4.1 (*Fixed Charges*) and 4.2 (*Assignments*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the relevant Chargor shall promptly deliver a copy of each consent to the Security Trustee.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative Pledge and Disposals

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

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

The security constituted by this Debenture shall, subject to any prohibition or restriction imposed by law, become enforceable upon and at any time after notice has been provided to the Company by the Agent pursuant to, and in accordance with, Clause 24.23 (*Acceleration*) of the Facility Agreement (an "**Enforcement Event**") and, following an Enforcement Event, the Security Trustee may, without notice to the Chargors or prior authorisation from any court, in its absolute discretion:

(a) enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property; and

(b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Companies Law (2016 Revision) (as varied or extended by this Debenture) on mortgagees and by this Debenture on any Receiver or otherwise conferred by law on mortgagees or Receivers.

8.2 No Liability as Mortgagee in Possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

9. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

9.1 Appointment and Removal

After the occurrence of an Enforcement Event or if a petition or application is presented for the making of an administration order in relation to any Chargor or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of any Chargor or files such a notice with the court or if requested to do so by any Chargor, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to any Chargor:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;

(b) appoint two or more Receivers of separate parts of the Charged Property;

(c) remove (so far as it is lawfully able) any Receiver so appointed; or

(d) appoint another person(s) as an additional or replacement Receiver(s).

9.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 9.1 (*Appointment and Removal*) shall be:

(a) entitled to act individually or together with any other person appointed or substituted as Receiver;

(b) for all purposes deemed to be the agent of each Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and

(c) entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time.

9.3 Statutory Powers of Appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the Companies Law (2016 Revision) (as extended by this Debenture) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Charged Property.

10. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to

exercise, in relation to the Charged Property (and any assets of that Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Debenture (in the name of or on behalf of that Chargor or in his own name and, in each case, at the cost of that Chargor):

(a) all the powers of an administrative receiver set out in Companies Law (2016 Revision) (whether or not the Receiver is an administrative receiver);

(b) all the powers and rights of an absolute owner and power to do or omit to do anything which a Chargor itself could do or omit to do; and

(c) the power to do all things (including bringing or defending proceedings in the name or on behalf of a Chargor) which seem to the Receiver to be incidental or conducive to (1) any of the functions, powers, authorities or discretions conferred on or vested in him or (2) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (3) bringing to his hands any assets of any Chargor forming part of, or which when got in would be, Charged Property.

11. SECURITY TRUSTEE PROVISIONS

(a) The Security Trustee executes this Debenture 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 Debenture 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 Trustee shall owe no fiduciary duties to any party to this Debenture or any of their directors, employees, agents or affiliates.

(c) Notwithstanding any other provisions of this Debenture, in acting under and in accordance with this Debenture the Security Trustee 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 Trustee shall not incur any liability to any person for so acting or refraining from acting.

12. APPLICATION OF MONIES

12.1 Order of Application

All monies received or recovered by the Security Trustee or any Receiver pursuant to this Debenture or the powers conferred by it shall (subject to the claims of any person having

prior rights thereto) be applied in the order and manner specified in the Facility Agreement.

12.2 **New account**

If any Chargor receives notice (actual or constructive) of any subsequent security over any Charged Property, the Security Trustee may open a new account in the name of that Chargor (whether or not it allows any existing account to continue), and if it does not do so, it shall be deemed to have done so at the time it received or was deemed to have received such notice (such time the "**Relevant Time**"). Thereafter, all subsequent payments by the relevant Chargor to the Security Trustee or received by the Security Trustee for the account of such Chargor shall be credited or deemed to have been credited to the new account, and shall not operate to reduce the amount secured by this Debenture at the Relevant Time.

13. PROTECTION OF PURCHASERS

13.1 **Consideration**

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

13.2 **Protection of Purchasers**

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

14. POWER OF ATTORNEY

14.1 **Appointment and Powers**

Each Chargor by way of security hereby irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

(a) carrying out any obligation imposed on any Chargor by this Debenture or any other agreement binding on any Chargor to which the Security Trustee is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property) where, in each case, such Chargor has not done so; and

(b) enabling, following the occurrence of an Enforcement Event, the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers

and authorities conferred on them by or pursuant to this Debenture or by law (including the exercise of any right of a legal or beneficial owner of the Charged Property).

14.2 **Ratification**

The Chargor shall ratify and confirm all things done and all documents executed by any attorney appointed under Clause 14.1 (*Appointment and Powers*) in the exercise or purported exercise of all or any of his powers.

14.3 **No Liability**

The Security Trustee shall not be liable to the Chargor for any action taken by it under or in connection with Clause 14.

15. **EFFECTIVENESS OF SECURITY**

15.1 **Continuing security**

(a) The security, covenants, undertakings and provisions contained in, constituted by or granted pursuant to this Debenture shall remain in full force and effect as a continuing security to the Security Trustee for the Secured Liabilities.

(b) No part of the security from time to time constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Liabilities.

15.2 **Cumulative Rights**

The security created by or pursuant to this Debenture and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Trustee may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee over the whole or any part of the Charged Property shall merge into the security constituted by this Debenture.

15.3 **No Prejudice**

The security created by or pursuant to this Debenture and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to any Chargor or any other person, or the Security Trustee or by any variation of the terms of the trust upon which the Security Trustee holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

15.4 **Remedies and Waivers**

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

15.5 **No Liability**

None of the Security Trustee, its nominee(s) or any Receiver shall be liable to any person by reason of (1) taking any action permitted by this Debenture or (2) any neglect or default in connection with the Charged Property or (3) taking possession of or realising all or any part of the Charged Property, except in the case of negligence or wilful default upon its part.

15.6 **Partial Invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Debenture nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Debenture is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

15.7 **Waiver of defences**

The obligations of each Chargor under this Debenture will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Debenture (without limitation and whether or not known to it or the Security Trustee) including:

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

(b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor or 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 assets of, any Transaction Obligor or 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 security;

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

(e) any amendment (however fundamental) or replacement of a Finance Document or any other document or security or of the Secured Liabilities;

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

(g) any insolvency or similar proceedings.

15.8 **Immediate recourse**

Each Chargor waives any right it may have of first requiring the Security Trustee (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 any Chargor under this Debenture. This waiver applies irrespective of any law or any provision of this Debenture to the contrary.

15.9 **Deferral of Rights**

Until such time as the Secured Liabilities have been discharged in full, each Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Debenture:

(a) to be indemnified by any Transaction Obligor;

(b) to claim any contribution from any guarantor of any Transaction Obligor's obligations under this Debenture; and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Security Trustee under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, this Debenture by the Security Trustee.

16. **RELEASE OF SECURITY**

16.1 **Redemption of security**

Subject to Clause 16.4 (*Discharge Conditional*), below, upon the Secured Liabilities being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to any Chargor or any other person under any of the Finance Documents (or, earlier, where the Security Trustee is required to release all or part of the security constituted by this Debenture in accordance with Clause 29.29 (*Release*) of the Facility Agreement), the Security Trustee shall, at the request and cost of the Chargors, release and cancel the security constituted by this Debenture and procure the reassignment to the relevant Chargor(s) of the property and assets assigned to the Security Trustee pursuant to this Debenture (and, at the Chargors' expense, do all such things and execute all documents as may reasonably be necessary to give effect to such release and reassignment and,

following such release and reassignment, promptly deliver to the Chargor all title documents, certificates and other documents deposited with the Security Trustee in connection with Charged Property), in each case subject to Clause 16.3 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

16.2 **Partial Release of Security**

If a disposal of any of the Charged Property is made in the following circumstances:

(a) the disposal is permitted by the terms of the Facility Agreement;

(b) the Security Trustee (on the instruction of the Majority Lenders) agrees to the disposal;

(c) the disposal is being made at the request of the Security Trustee in circumstances where any security created by the Finance Documents has become enforceable; or

(d) the disposal is being effected by enforcement of this Debenture,

the Security Trustee shall release the Charged Property being disposed of from any security over those assets created by this Debenture (and, at the Chargors' expense, do all such things and execute all documents as may reasonably be necessary to give effect to such release and, following such release, promptly deliver to the Chargor all title documents, certificates and other documents deposited with the Security Trustee in connection with Charged Property). However, the proceeds of any disposal (or an amount corresponding to them) must be applied in accordance with the terms of the Facility Agreement.

16.3 **Avoidance of Payments**

If the Security Trustee 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 any Chargor under this Debenture and the security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid.

16.4 **Discharge Conditional**

Any settlement or discharge between any Chargor and the Security Trustee shall be conditional upon no security or payment to the Security Trustee by any Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Security Trustee under this Debenture) the Security Trustee shall be entitled to recover from the relevant Chargor the value which the Security Trustee has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. SET-OFF

Each Chargor authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right), after the occurrence of an Event of Default which is continuing, to set off against the Secured Liabilities any amount or other obligation (contingent or otherwise) owing by the Security Trustee to any Chargor and apply any credit balance to which that Chargor is entitled on any account with the Security Trustee in accordance with Clause 12 (*Application of Monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

18. PRIOR SECURITY INTERESTS

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security or upon the exercise by the Security Trustee or any Receiver of any power of sale under this Debenture the Security Trustee may redeem that prior security or procure the transfer of it to itself. The Security Trustee may settle and agree the accounts of the prior security and any accounts so settled and agreed will be conclusive and binding on each Chargor. All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each Chargor to the Security Trustee on demand and until such payment shall form part of the Secured Liabilities.

19. CURRENCY INDEMNITY

Clause 14.1 (*Currency indemnity*) of the Facility Agreement shall apply to this Debenture, save that any reference to an "Obligor" therein shall be deemed to be a reference to a Chargor.

20. ASSIGNMENT

20.1 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 Debenture (save with respect to its rights and benefits which shall be assigned or to be assigned to the Security Trustee under this Debenture).

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

21. NOTICES

21.1 Communication in writing

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

21.2 **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 Debenture is that identified with its name below, or any substitute address or fax number or department or officer as the Party may notify to the Security Trustee (or the Security Trustee may notify to the other Parties, if a change is made by the Security Trustee) by not less than five Business Days' notice.

21.3 **Delivery**

(a) Any communication or document made or delivered by one person to another under or in connection with this Debenture 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 35.2 (*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 Trustee will be effective only when actually received by the Security Trustee and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as the Security Trustee shall specify for this purpose).

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

(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.

21.4 **Notification of address and fax number**

Promptly upon changing its address or fax number, the Security Trustee shall notify the other Parties.

21.5 **Electronic communication**

(a) Any communication to be made between the Parties under or in connection with this Debenture 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 Trustee may only be made in that way to the extent that that Chargor and the Security Trustee 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 Trustee only if it is addressed in such a manner as the Security Trustee 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 Debenture 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 21.5 (*Electronic Communication*)

(f) If the Security Trustee 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 Trustee (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.

21.6 English language

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

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

(i) in English; or

(ii) if not in English, and if so required by the Security Trustee, 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.

22. EXPENSES, STAMP TAXES AND INDEMNITY

Clause 14 (*Other indemnities*) and clause 16 (*Costs and expenses*) of the Facility Agreement apply to this Debenture as if set out in full in this Debenture, *mutatis mutandis*.

23. PAYMENTS FREE OF DEDUCTION

Clause 33.6 (*No set-off by Obligors*) of the Facility Agreement shall apply to this Debenture, save that any references to an "Obligor" therein shall be deemed to be a reference to a Chargor.

24. DISCRETION AND DELEGATION

24.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Debenture by the Security Trustee or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

24.2 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself.

25. COUNTERPARTS

This Debenture 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 this Debenture.

26. GOVERNING LAW

This Debenture and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Cayman Islands.

26.1 Jurisdiction

(a) The courts of the Cayman Islands have exclusive jurisdiction to settle any dispute arising out of or in connection with this Debenture (including a dispute relating to the existence, validity or termination of this Debenture or any non-contractual obligations arising out of or in connection with this Debenture) (a "**Dispute**").

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

(c) This Clause 26.1 (*Jurisdiction*) is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts in a Relevant Jurisdiction or, following enforcement of the Transaction Security, in any other jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

26.2 Service of process

(a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in the Cayman Islands:

(i) irrevocably appoints NHP Holdco 1 Limited at its registered office as its agent for service of process in relation to any proceedings before the Cayman Islands courts in connection with this Debenture; and

(ii) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned.

(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.

THIS DEBENTURE has been signed as a deed by the Parties and is delivered by it on the date first set out above.

SCHEDULE 1

The Chargors

Name	Jurisdiction	Company Number
FC Skyfall TA Intermediate Cayco 1 Limited	Cayman Islands	322641
FC Skyfall TA Intermediate Cayco 2 Limited	Cayman Islands	322642
FC Skyfall Turnaround Holdings Ltd.	Cayman Islands	303565
NHP Holdco 1 Limited	Cayman Islands	156352
NHP Holdco 2 Limited	Cayman Islands	156348
NHP Holdco 3 Limited	Cayman Islands	156353
Care Homes No.1 Limited	Cayman Islands	71496
Care Homes No.2 (Cayman) Limited	Cayman Islands	84926
Care Homes No.3 Limited	Cayman Islands	91881
Boxultra Limited	England and Wales	03519127
FC Beamish BidCo Ltd	England and Wales	10513156
FC Skyfall BidCo Ltd	England and Wales	09090271
FC Skyfall Intermediate HoldCo 1 Limited	England and Wales	10817818
FC Skyfall Intermediate HoldCo 2 Limited	England and Wales	10818240
FC Skyfall Intermediate HoldCo 3 Limited	England and Wales	10818474
FC Skyfall IOM Properties Limited	Isle of Man	014577V
FC Skyfall TA Limited	England and Wales	09760756

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
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 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

Form of Notice of Assignment of Subordinated Finance Document

To: [***]

Date: [***]

Dear Sirs,

We hereby give you notice that we have assigned to Mount Street Mortgage Servicing Limited ("**Security Agent**") pursuant to a debenture entered into by us in favour of the Security Trustee dated [***] all our right, title and interest in and to [*details of contract*] (the "**Subordinated Finance Document**").

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

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

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

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

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:

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

[you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Subordinated Finance Document without the consent of the Security Agent;]

you have not received notice of the interest of any third party in the Subordinated Finance Document; and

[you will notify the Security Agent of any breach by us of the terms of the Subordinated Finance Document and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach].

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, Cayman Islands law.

Yours faithfully,

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

[On copy only:

To: Mount Street Mortgage Servicing Limited (the "**Security Trustee**")

[*address*]

Copy to: [●]

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

For and on behalf of [***]

By: .....

Dated:

EXECUTION

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

Witness Name: Brendan Macreadie

Name:

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

Director

Name: David Smith

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

Witness Name:

Name: Brendan Macreadie

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

Director

Name: David Smith

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

Witness Name:

Name: Brendan Macreadie

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

Director

Name: David Smith

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

Witness Name:

Name: Nela Powell

Address: 3500 Lenox Rd NE
Ste 510
Atlanta, GA 30326

Director

Name: Scott Brown

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:

Address:

Director

Name:

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 **FC Skyfall BidCo Ltd**
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 .

PETER KEVIN PERRY

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 **FC Skyfall BidCo Ltd**
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:

Brendan Macreadie	P.L.
Witness Name:	Director
Name: Brendan Macreadie	*Name:* David Smith
Address: 40 Bank Street, Canary Wharf, London, E14 5DS	

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:

Brendan Macreadie
Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London, E14 5DS

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

Brendan Macreadie
Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London,
E14 5DS

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

Brendan Macreadie
Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London,
E14 5DS

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

Brendan Macreadie
Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London,
E14 5DS

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:

Brendan Macreadie
Witness Name:

D.L.
Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London, E14 5DS

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 **HC-One Beamish Limited**
in the presence of:

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

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:

Brendan Macreadie
Witness Name:

D.L.
Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London, E14 5DS

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

Brendan Macreadie
Witness Name:

D.L.
Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London, E14 5DS

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

Brendan Macreadie
Witness Name:

D.L.
Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Brendan Macreadie
Witness Name:

D.L.
Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street,
Canary Wharf, London,
E14 5DS

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

Witness Name: Brendan Macrealve

Director

Name: Brendan Macrealve

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brendan Macrealve

Director

Name: Brendan Macrealve

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brendan Macrealve

Director

Name: Brendan Macrealve

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brendan Macrealve

Director

Name: Brendan Macrealve

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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 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:

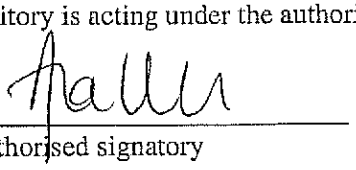
_____
Authorised signatory

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 **LLNH Limited**
in the presence of:

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

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

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

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: Brendan Macreadie

Name: Brendan Macreadie

Address: 40 Bank Street, Canary Wharf
London, E14 5DS

Director

Name: David Smith

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

Witness Name: Brendan Macreadie

Name: Brendan Macreadie

Address: 40 Bank Street, Canary
Wharf, London, E14 5DS

Director

Name: David Smith

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

Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name:

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brenda Macrae

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brenda Macrae

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brenda Macrae

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Brenda Macrae

Director

Name: Brendan Macreadie

Name: David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Director

Name: Brendan Macreadie *Name:* David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Director

Name: Brendan Macreadie *Name:* David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Director

Name: Brendan Macreadie *Name:* David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

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

Witness Name: Director

Name: Brendan Macreadie *Name:* David Smith

Address: 40 Bank Street, Canary Wharf, London, E14 5DS.

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

Witness Name:

Name: Brendan Macseadie

Address: 40 Bank Street, Canary Wharf, London, E14 5DS

Director

Name: David Smith

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

Witness Name:

Name:

Address:

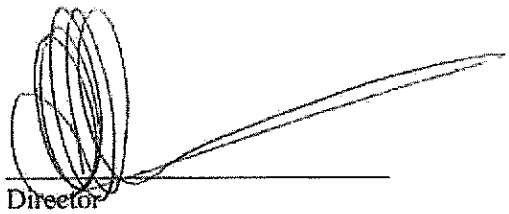
Director

Name:

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

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

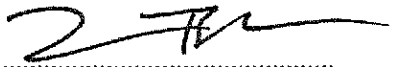
Executed as deed by **TTCC Limited**
in the presence of:



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

THE SECURITY TRUSTEE

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



.....
Authorised signatory~~/ies~~

Name:

James Buncle