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

MR01
Particulars of a charge

Companies House

185684/13

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

You can use the WebFiling service to file this form online
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there instrument Use form MR0

For further information please

This form **must be delivered to the Registrar for registration** 21 days beginning with the day after the date of creation of the ch delivered outside of the 21 days it will be rejected unless it is accor court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the original**

FRIDAY THI

R46ZUK4O
RCS 08/05/2015 #22
COMPANIES HOUSE

A46E11AA
A28 30/04/2015 #49
COMPANIES HOUSE

For official use 30

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 1 9 5 2 7 1 9
Company name in full	MERIDIAN HEALTHCARE LIMITED

2 Charge creation date

Charge creation date	d 2 d 4 m 0 m 4 y 2 y 0 y 1 y 5

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

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

Name	HCP UK INVESTMENTS (JERSEY), LIMITED
Name	
Name	
Name	

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

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

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

- By way of first legal mortgage the real property set out in the instrument (Kingsfield) and by way of fixed charge rights, title and interest from time to time to that real property
- By way of assignment all Lease Documents entered into by the Chargor
- For more details, please refer to the instrument

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Field Fisher Waterhouse LLP X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

Presenter information

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

Contact name Karen McGinley

Company name Field Fisher Waterhouse LLP

Address Riverbank House

2 Swan Lane

Post town London

County/Region

Postcode E C 4 R 3 T T

Country United Kingdom

DX

Telephone 0207 861 4216

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Further information

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

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

PROFORMA

Company Number: 01952719
Company Name Meridian Healthcare Limited
Contact Name/ Organisation: Field Fisher Waterhouse LLP (FAO· Karen McGinley)
Address Riverbank House, 2 Swan Lane, London, EC4R 3TT

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08
Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Persons entitled to the charge

☑ Description of property

☐ Fixed charge tick box (applies only to MR01/LLMR01)

☐ Floating charge tick box (applies only to MR01/LLMR01)

☐ Negative pledge tick box (applies only to MR01/LLMR01)

☐ Nature of the charge
(applies only to MR08/LL MR08)

☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
  (applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
  (applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
  (applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
  (applies only to MR10/LL MR10)

Please give the instructions in the box below)

All that leasehold property known as Kingsfield Union Road Ashton under Lyne OL6 9JF

P

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1952719

Charge code: 0195 2719 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2015 and created by MERIDIAN HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2015

Given at Companies House, Cardiff on 11th May 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Date. 24th April 2015

MERIDIAN HEALTHCARE LIMITED

as Chargor

HCP UK INVESTMENTS (JERSEY), LTD

as Secured Party

Security Deed ORIGINAL

Kingfisher

We hereby certify
this to be a true copy
of the original
Field Fisher Waterhouse LLP
29/4/2015

Fieldfisher Riverbank House 2 Swan Lane London EC4R 3TT

THIS DEED is made on 24th April 2015

BETWEEN -

(1) **MERIDIAN HEALTHCARE LIMITED** (a company incorporated and registered in England and Wales under company registration number 1952719) whose address for service under this Deed is at c/o NHP Management Ltd, Liberty House 222 Regent Street London W1B 5TR (**"Chargor"**),

(2) **HCP UK INVESTMENTS (JERSEY), LTD** (incorporated in Jersey with registration number 115704) in its capacity as Landlord under the Lease (as defined below) and as Landlord Holdco under the Framework Agreement (as defined below) (the **"Secured Party"**)

THIS DEED WITNESSES as follows -

1. INTERPRETATION

1 1 Definitions

In this Deed -

"Charged Property"	means all the assets of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Secured Party by or pursuant to this Deed
"Default Rate"	means the rate specified in Clause 2 2
"Event of Default"	has the meaning given to that term in the Framework Agreement
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Framework Agreement"	means the Initial Framework Agreement unless the Property has been sold in accordance with clause 16 3 of the Initial Framework Agreement pursuant to which the Security Rights have been transferred to the relevant Purchaser (as defined in clause 16 3 of the Initial Framework Agreement) of the Property, in which case, "Framework Agreement" will mean the Purchaser's Framework Agreement (as defined in clause 16 3 of the Initial Framework Agreement)

"Initial Framework Agreement"	means the framework agreement dated 15th April 2015 made between (amongst others) HCP UK Investments (Jersey), Ltd, HC-One Limited and Meridian Healthcare Limited
"Lease"	means the lease dated 15th April 2015 entered into between the Secured Party as Landlord and the Chargor as Tenant relating to the Property
"Lease Documents"	means (a) the Lease, (b) the Framework Agreement, (c) any document expressly stated (by agreement between the Secured Party and Chargor) to be supplemental and ancillary to the Lease or the Framework Agreement, and (d) any document designated as a Lease Document by the Secured Party and the Chargor
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by such Chargor as a capital asset which is not Fixed Plant and Equipment
"LPA"	means the Law of Property Act 1925
"Party"	means a party to this Deed
"Property"	means the property specified in Schedule 1 (Kingsfield Union Road Ashton under Lyne) as more particularly described in the Lease
"Receiver"	means any receiver or receiver and manager of the whole or any part of the Charged Property
"Related Leases"	means each Lease (as defined in the Framework Agreement) other than the Lease (as defined under this Deed)
"Related Property"	means each property to which a Related Lease relates
"Related Rights"	means in relation to any Charged Property (a) the proceeds of sale of any part of that Charged Property, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged

Property,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and

(d) any moneys and proceeds paid or payable in respect of that Charged Property

"Secured Liability" means

(a) all present and future liabilities and obligations of the Chargor to the Secured Party in its capacity as Landlord (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Secured Party was the original creditor in respect thereof) under the Lease including (without limitation) interest, commission, costs, charges and expenses charged by the Secured Party at rates agreed between it and the Chargor from time to time, and

(b) all present and future liabilities and obligations owed to the Secured Party in its capacity as Landlord and Landlord Holdco (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Secured Party was the original creditor in respect thereof) by each Tenant and Tenant Holdco under (i) each Related Lease and (ii) the Lease Documents, in each case, including (without limitation) interest, commission, costs, charges and expenses charged by the Secured Party in accordance with the terms of the Related Leases from time to time,

(together the "**Secured Liabilities**")

"Security Period" means the period beginning on the date of this Deed and ending on the date on which the Secured Party is satisfied (acting reasonably) that the Secured

	Liabilities have been irrevocably and unconditionally satisfied in full and the Secured Party (in whatever capacity) is not under any obligation to make a payment under the Lease Documents or Related Leases (for example, with respect to any Catch Up Capex Works under the Framework Agreement)
"Security Rights"	means all rights, powers, authorities, discretion and remedies of the Secured Party or any Receiver or any of their respective delegates or sub-delegates created, evidenced or conferred by or under this Deed or by law or, in relation to any Charged Property, which he would be capable of exercising if he were the absolute beneficial owner of that Charged Property

1 2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Framework Agreement, shall have the same meanings in this Deed

1 3 Interpretation

In this Deed, unless the context otherwise requires -

1 3 1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender,

1 3 2 the term "**assets**" includes all property, rights and revenues whatsoever, and wheresoever, present and future,

1 3 3 a reference to "**continuing**" in relation to an Event of Default means an Event of Default which has not been waived by the Secured Party, or remedied

1 3 4 references to a "**guarantee**" include an indemnity or any other form of surety,

1 3 5 all references to documents include all variations and replacements of such documents and supplements to such documents,

1 3 6 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title,

1 3 7 references to persons include bodies corporate, unincorporated associations and partnerships, and

1 3 8 words and phrases defined in the Companies Act 2006 have the same meanings in this Deed but the word "**company**" includes any body corporate

1.4 Statutes and headings

In this Deed -

1 4 1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past

statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced, and

1 4 2 headings are for reference purposes only and shall not affect the construction of anything in this Deed

1 5 Clauses and Schedules

In this Deed references to "**Clauses**" are to the clauses or sub-clauses of this Deed and references to the "**Schedule**" are to the schedule to this Deed The Schedule shall be treated as an integral part of this Deed and references to this Deed shall include the Schedule

1.6 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Secured Party

1 7 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Lease Documents and of any side letters between any parties in relation to any Lease Documents are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1 8 Third party rights

1 8 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 enjoy the benefit of any term of this Deed

1 8 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

2 COVENANT TO PAY

2.1 Secured Liabilities

The Chargor covenants that it will on demand of the Secured Party pay and discharge any or all of the Secured Liabilities when due in accordance with the Lease Documents

2 2 Interest

Save where interest has already accrued or is accruing pursuant to the Lease Documents, the Chargor covenants to pay interest to the Secured Party upon any sum demanded in accordance with Clause 2 1 (*Secured Liabilities*) until payment (both before and after any judgment) at four (4) per cent above the base rate of the Bank of England

3 CHARGES

3 1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Secured Party all its right, title and interest from time to time in each of the following assets -

3 1 1 by way of first legal mortgage the Property,

3 1 2 by way of first fixed charge -

(a) the Fixed Plant and Equipment only to the extent located at the Property,

(b) the Loose Plant and Equipment only to the extent located at the Property or used solely in relation to the Property,

(c) the Related Rights under or in connection with the Fixed Plant and Equipment referred to in paragraph (a) above and the Loose Plant and Equipment referred to in paragraph (b) above, and

(d) to the extent not assigned or effectively assigned by Clause 3 2 (*Assignments*) Lease Documents and all Related Rights in respect of such Charged Property

3.2 Assignments

3 2 1 As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns by way of security in favour of the Secured Party, but subject to the right of such Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets the Lease Documents, together with all Related Rights in respect of such Charged Property

3 2 2 Notwithstanding any restrictions on assignment under the Framework Agreement, the Secured Party in its capacity as Landlord Holdco and Landlord consent to the Chargor's assignment of the Lease Documents pursuant to Clause 3 2 1 above

3 2 3 The assignment pursuant to clause 3 2 1 shall be subject to procuring where required any superior landlord consent and such assignment shall only occur when the Secured Party provides evidence to the Chargor that such consent has been obtained

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the relevant Chargor shall (to the extent possible at law) hold it on trust for the Secured Party for the purpose of securing the Secured Liabilities

4. PERFECTION OF SECURITY

4 1 Notices of Assignment

4 1 1 By entering into this Deed, the Secured Party in its capacity as Landlord and Landlord Holdco under the Lease Documents is notified (and acknowledges such notification) of the assignment of the Lease Documents pursuant to Clause 3 2 above

4.2 Delivery of Documents of Title

The Chargor shall upon the execution of this Deed (or, if later, upon receipt or entitlement thereof) deliver (or procure delivery) to the Secured Party of either -

4 2 1 all deeds, certificates and other documents relating to the Property (which the Secured Party shall be entitled to hold and retain), or

4 2 2 an undertaking from the Chargor's solicitors (in form and substance acceptable to the Secured Party) to hold all deeds, certificates and other documents of title relating to the Property strictly to the order of the Secured Party,

save for the time and to the extent the same is held by or to the order of HCP, Inc in connection with security given in respect of the Facility Agreement

4.3 Application to the Land Registry

4 3 1 The Chargor consents to the following restriction to be entered on the registered title to the Property -

"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 15th April 2015 in favour of HCP UK Investments (Jersey), Ltd referred to in the charges register (Form P)"

4 3 2 The Secured Party hereby consents to the registration of the supplemental charge in favour of HCP, Inc in its capacity as security agent and any chargeholder of a Qualifying Legal Charge and to its registration on the registered title of the Property

5. RESTRICTIONS AND FURTHER ASSURANCE

5.1 Security

The Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property except as permitted under the Lease Documents

5 2 Disposal

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property except as permitted under the Lease Documents

5 3 Further assurance

5 3 1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 5 3 2 below

5 3 2 The 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 Secured Party may reasonably specify (and in such form as the Secured Party may reasonably require) in favour of the Secured Party or its nominee(s)

(a) to perfect the security created or intended to be created in respect of the Charged Property or for the exercise of the Security Rights,

(b) to facilitate the exercise of any Security Right, and/or

(c) (after the occurrence of an Event of Default which is continuing) to facilitate the realisation of the Charged Property

This includes

(1) the re-execution of this Deed,

(2) the execution by the Chargor of any legal mortgage, charge, transfer, conveyance, assignment or assurance of or over all or any of the assets constituting, or intended to constitute, Charged Property, and

(3) the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Secured Party may think expedient

5 3 3 The 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 Secured Party by or pursuant to this Deed

6 DEMAND AND ENFORCEMENT

6 1 Enforcement

The Security created by this Deed shall become enforceable upon -

6 1 1 subject to clause 3 3 of the Framework Agreement, the occurrence of an Event of Default which is continuing after the expiry of any applicable remedy period, or

6 1 2 any request being made by the Chargor to the Secured Party for the appointment of a Receiver or for the Secured Party to exercise any other power or right available to it

6.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Secured Party may (without prejudice to any other rights and remedies and without notice to the Chargor) do all or any of the following -

6 2 1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA,

6 2 2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA, and

6 2 3 subject to Clause 7 1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property

6.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 6 2 (*Powers on enforcement*), the Secured Party or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it

7. RECEIVERS

7.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Secured Party under this Deed shall be in writing under the hand of any officer or manager of the Secured

Party (subject to any requirement for a court order in the case of the removal of an administrative receiver)

7 2 Removal

The Secured Party may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property

7 3 Powers

Every Receiver shall have and be entitled to exercise all the powers -

7 3 1 of the Secured Party under this Deed,

7 3 2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA,

7 3 3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver (but limited only to the Charged Property),

7 3 4 in relation to any Charged Property, which he would have if he were its only beneficial owner, and

7 3 5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver

7.4 Receiver as agent

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until such Chargor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Secured Party

7.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed

7.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Secured Party and the maximum rate specified in section 109(6) of the LPA shall not apply

8. APPLICATION OF MONEYS

8.1 Application of moneys

All sums received by virtue of this Deed by the Secured Party or the Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority -

8 1 1 first, in or towards satisfaction of all costs, charges and expenses incurred and payments made by the Secured Party, or the Receiver (including, without limitation, legal expenses) and of the remuneration of the Receiver,

8 1 2 secondly, in or towards payment of the Secured Liabilities in such order as the Secured Party may at its discretion require, and

8 1 3 thirdly, as to the surplus (if any), to the person or persons entitled to such surplus,

and section 109(8) of the LPA shall not apply

9 POWER OF ATTORNEY

9 1 Appointment

The Chargor by way of security irrevocably appoints the Secured Party and any Receiver and each of their respective delegates and sub-delegates severally to be its attorney and in its name, on its behalf and as its act and deed after the occurrence of an Event of Default that is continuing 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 the Chargor by this Deed or any other agreement binding on that Chargor to which the Secured Party is party (including the execution and delivery of any mortgages, deeds, charges, assignments or other security and any transfers of the Charged Property), and

(b) enabling the Secured Party 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 Deed or by law (including, after the occurrence of an Event of Default that is continuing, the exercise of any right of a legal or beneficial owner of the Charged Property)

9.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful exercise or purported lawful exercise of all or any of its powers under its appointment under this Clause 9

10. PROTECTION OF THIRD PARTIES

10 1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Secured Party, as varied and extended by this Deed, and all other powers of the Secured Party, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed

10 2 Purchasers

No purchaser from or other person dealing with the Secured Party, any person to whom it has delegated any of its powers, or the Receiver shall be concerned -

10 2 1 to enquire whether any of the powers which the Secured Party or a Receiver have exercised has arisen or become exercisable,

10 2 2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act, or

10 2 3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

10 3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Secured Party, any Receiver or any person to whom any of them have delegated any of their powers

11. PROTECTION OF THE SECURED PARTY AND ANY RECEIVER

11.1 No liability

None of the Secured Party, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed

11.2 Not mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Secured Party, any Receiver or any of their respective officers or employees liable -

11 2 1 to account as mortgagee in possession,

11 2 2 for any loss on realisation, or

11 2 3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Secured Party or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession

11.3 Indemnity

Without double counting any amount recovered under any indemnity or similar provision under a Lease Document, the Chargor shall indemnify and keep indemnified the Secured Party, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities reasonably and properly incurred by them in respect of all or any of the following -

11 3 1 any act or omission by any of them in relation to all or any of the Charged Property,

11 3 2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them,

11 3 3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed,

11 3 4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed, and

11 3 5 any breach by the relevant Chargor of any of its covenants or other obligations to the Secured Party,

except in the case of gross negligence or wilful misconduct on the part of that person

11 4 Interest

Save where already accruing under another Lease Document, the Chargor shall pay interest at the Default Rate on the sums payable under this Clause 11 (*Protection of the Secured Party, the Secured Parties and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

11.5 Indemnity out of the Charged Property

The Secured Party, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11 3 (*Indemnity*)

11.6 Continuing protection

The provisions of this Clause 11 (*Protection of the Secured Party and any Receiver*) shall continue in full force and effect during the Security Period notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office

12 PROVISIONS RELATING TO THE SECURED PARTY

12.1 Powers and discretions

The rights, powers and discretions given to the Secured Party in this Deed -

12 1 1 may be exercised as often as, and in such manner as, the Secured Party thinks fit,

12 1 2 are cumulative, and are not exclusive of any of its rights under the general law, and

12 1 3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it

12.2 Certificates

Subject to the terms of the Lease Documents, certificate by an officer of the Secured Party -

12 2 1 as to any amount for the time being due to the Secured Party, or

12 2 2 as to any sums payable to the Secured Party under this Deed,

shall (save in the case of manifest error) be conclusive and binding upon the Chargor for all purposes

12.3 Assignment

Subject to the terms of the Framework Agreement, the Secured Party may assign this Deed to any successor in title to any of the Secured Liabilities as permitted by the Framework Agreement

and the Secured Party may disclose any information in its possession relating to the Chargor, its affairs (so far as they relate the Charged Property) or the Secured Liabilities to any actual or prospective assignee provided such prospective assignee has agreed to keep such information confidential

12.4 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years

13 PRESERVATION OF SECURITY

13 1 Continuing Security

This Deed shall be a continuing security to the Secured Party and shall remain in force until expressly discharged in writing by the Secured Party notwithstanding any intermediate settlement of account or other matter or thing whatsoever

13.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Secured Party may have now or at any time in the future for or in respect of any of the Secured Liabilities

13 3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Chargor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Secured Party) including -

13 3 1 any time, waiver or consent granted to, or composition with any other person,

13 3 2 the release of any person under the terms of any composition or arrangement with any person,

13 3 3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any 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,

13 3 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,

13 3 5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Lease Document or any other document or Security,

13 3 6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Lease Document or any other document, or

13 3 7 an insolvency, liquidation, administration or similar procedure

13.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights of Security or claim payment

from any person before claiming from the Chargor under this Deed This waiver applies irrespective of any law or any provision of a Lease Document to the contrary

13 5 Appropriations

During the Security Period the Secured Party may -

13 5 1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8 1 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the same, and

13 5 2 hold in an interest-bearing suspense account any moneys received from the Chargor on or account of the Secured Liabilities

13.6 New Accounts

If the Secured Party receives notice (whether actual or otherwise) of any subsequent Security over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of the Chargor, the Secured Party may close the current account or accounts and/or open a new account or accounts for such Chargor If the Secured Party does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by such Chargor to the Secured Party shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities

14. RELEASE

14.1 Release

At the end of the Security Period, the Secured Party shall, or shall procure that its appointees will, at the request and cost of the Chargor -

14 1 1 release the Charged Property from this Deed, and

14 1 2 re-assign the Charged Property that has been assigned to the Secured Party under this Deed

14 2 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed

15 MISCELLANEOUS PROVISIONS

15.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect -

15 1 1 the validity or enforceability of any other provision, in any jurisdiction, or

15 1 2 the validity or enforceability of that particular provision, in any other jurisdiction

15 2 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 this Deed

16. NOTICES

16 1 COMMUNICATIONS IN WRITING

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, shall be made by fax or letter

16.2 ADDRESSES

The address for service of each party shall be the address set out in the parties clause, its registered office, or any other address for service as the addressee may from time to time notify to the other party in writing

16.3 Delivery

16 3 1 Subject to the Framework Agreement, communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

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

(b) if by way of letter, (i) when it has been left at the relevant address or (ii) two Working Days (or, in the case of airmail, five Working Days) after being deposited in the post postage prepaid (or, as the case may be, airmail 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 16 2 (*Addresses*) of this Deed if addressed to that department or officer

16 3 2 Any communication or document to be made or delivered to the Secured Party will be effective only when actually received by the Secured Party and then only if it is expressly marked for the attention of the department or officer identified with the Secured Party's signature below (or any substitute department or officer as the Secured Party shall specify for this purpose)

16 4 English language

16 4 1 Any notice given under or in connection with this Deed must be in English

16 4 2 All other documents provided under or in connection with this Deed must be

(a) in English, or

(b) if not in English, and if so required by the Secured Party or 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

17 GOVERNING LAW

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

18. ENFORCEMENT

18.1 Jurisdiction of English Courts

18 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")

18 1 2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary

18 1 3 This Clause 18 1 (*Jurisdiction of English Courts*) is for the benefit of the Secured Parties only As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

EXECUTED AND DELIVERED AS A DEED on the date set out at the beginning of this Deed

Schedule 1

Details of Property

All that leasehold property known as Kingsfield Union Road Ashton under Lyne OL6 9JF

EXECUTED as a deed)

(but not delivered until dated) by)

MERIDIAN HEALTHCARE LIMITED acting by a director in the presence of)

)

)

Signature of Witness

Name LUKASZ SAMEK Director

Address SOUTHGATE HOUSE, DARLINGTON, DL3 6AH

EXECUTED AS A DEED (but not delivered until dated) by **HCP UK INVESTMENTS (JERSEY), LTD** in its capacity as Landlord under the Lease and as Landlord Holdco under the Framework Agreement)

a company incorporated in Jersey by)

being a person who, in accordance with the laws of that territory, is acting under the authority of the company)

Authorised signatory