



Registration of a Charge

Company name: **HC-ONE LIMITED**

Company number: **07712656**

Received for Electronic Filing: **20/04/2017**



X64QK2T4

Details of Charge

Date of creation: **31/03/2017**

Charge code: **0771 2656 0086**

Persons entitled: **HCP, INC. (AS SECURITY AGENT)**

Brief description: **ALL ESTATES AND INTERESTS IN THE LEASEHOLD AND IMMOVABLE PROPERTY IN ENGLAND AND WALES SPECIFIED IN SCHEDULE 1 (ACRON HOLLOW, AVANDALE LODGE, HOLLYMERE...). FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7712656

Charge code: 0771 2656 0086

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2017 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th April 2017 .

Given at Companies House, Cardiff on 21st April 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated: 31 March 2017

Between

HC-ONE LIMITED

as Chargor

FC SKYFALL LOWER MIDCO LIMITED

as Company

and

HCP, INC.

as Security Agent

SUPPLEMENTAL CHARGE

in respect of a security agreement dated 12 November 2014 (as amended or supplemented from time to time) between, among others FC Skyfall Lower Midco Limited and HCP, Inc. as Security Agent

We certify this to be a true copy of the original.

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
Skadden, Arps, Slate, Meagher & Flom (UK) LLP
40 Bank Street
Canary Wharf
London E14 5DS

Contents

No.	Heading	Page
1.	DEFINITIONS AND INTERPRETATION	3
2.	CREATION OF SECURITY	4
3.	UNDERTAKING TO PAY	5
4.	SECURITY	5
5.	UNDERTAKINGS AND AGREEMENTS	6
6.	FURTHER ASSURANCES	7
7.	WHEN SECURITY BECOMES ENFORCEABLE	8
8.	ENFORCEMENT OF SECURITY	8
9.	RECEIVER	11
10.	POWERS OF RECEIVER	12
11.	AGREEMENT BY COMPANY	15
12.	GOVERNING LAW	15
13.	ENFORCEMENT	15
	Schedule 1	17

THIS SUPPLEMENTAL LEGAL CHARGE is made by deed the 31st day of March 2017

BETWEEN:

- (1) **HC-ONE LIMITED**, a company registered in England and Wales with registration number 7712656 (the "**Chargor**"); and
- (2) **FC SKYFALL LOWER MIDCO LIMITED**, a company registered in England and Wales with registration number 9090162 (the "**Company**") for itself and as agent for each of the other Obligors (as defined in the Facility Agreement) under the Facility Agreement; and
- (3) **HCP, INC.**, a Maryland corporation, as agent and trustee for Secured Parties on terms and conditions set out in the Facility Agreement (the "**Security Agent**").

BACKGROUND

- (A) The Chargor has agreed to enter into this Deed in connection with the Facility Agreement.
- (B) This Deed is supplemental to the Security Agreement (as defined below).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"New Property" means all estates and interests in the leasehold and immovable property in England and Wales specified in Schedule 1 (*The New Property*) and all Premises and Fixtures situated on or forming part of such property which the Chargor purports to mortgage or charge under this Deed including all Related Rights in respect thereof owned by the Chargor from time to time.

"Facility Agreement" means the facility agreement originally dated 30 June 2014 (as amended and/or restated from time to time, including as amended and restated on 8 October 2014, 4 November 2014, 3 February 2015, 15 April 2015, 30 September 2015, 30 October 2015, 11 November 2015 and 24 May 2016);

"Security Agreement" means the English law security agreement dated 12 November 2014 between, among others, FC Skyfall Lower Midco Limited and the Security Agent (as subsequently amended and/or supplemented from time to time);

"Supplemental Charged Assets" means all assets, property and undertakings of the Chargor from time to time the subject of any Security Interest created or to be created by this Deed; and

"Supplemental Security" means any Security Interest created, evidenced or conferred by or under this Deed.

1.2 Construction and Incorporation of Terms

- (a) The provisions of Clause 1.2 (*Construction*) of the Security Agreement shall be deemed to be incorporated into this Deed as if set out in full except that references in the Security Agreement to "this Deed" shall be construed as references to this Deed and "this Security" means any Security created or constituted by this Deed. Unless otherwise defined in this Deed, capitalised terms in this Deed have the same meaning given to them in the Security Agreement.
- (b) This Deed is supplemental to and shall be read together with and as constituting part of the Security Agreement.
- (c) It is intended by the parties that this document take effect as a deed.
- (d) For the purposes of the Facility Agreement, this Deed is a Finance Document.

2. CREATION OF SECURITY

- (a) All this Security:
 - (i) is created in favour of the Security Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (the "Act").
- (b) If the Chargor assigns an agreement under this Deed (or charges it) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained or the creation of any Security is prohibited absolutely:
 - (i) the Chargor must notify the Security Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained or any restriction on the creation of Security over any such asset is removed and until such time as the assignment or charge takes effect the Chargor shall hold such assets on trust for the Security Agent, to the extent that such assets purports to secure the Secured Obligations;
 - (iii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) within 10 Business Days the consents necessary and/or the removal of the restriction on the creation of Security over any such asset to enable the assets of that Chargor to be the subject of an effective assignment or charge pursuant to this Deed;

- (iv) immediately upon obtaining such consent or removal of the restriction on the creation of Security, the asset concerned shall become subject to this Security; and
 - (v) the Chargor must promptly supply to the Security Agent a copy of the consent or document removing the restriction on the creation of Security obtained by it.
- (c) The Chargor hereby acknowledges that all assets, rights, interests and benefits which are now or in the future granted to the Security Agent pursuant to this Clause 2 or otherwise mortgaged, charged, assigned or otherwise granted to the Security Agent under this Deed (or any other document in connection herewith) and all other rights, powers and discretions granted to or conferred upon the Security Agent under this Deed or the Finance Documents (or any other document in connection therewith) shall be held by the Security Agent on trust for the Secured Parties from time to time.

3. UNDERTAKING TO PAY

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

4. SECURITY

4.1 Legal Mortgage

As continuing security for the payment and discharge of the Secured Obligations, the Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties, by way of first legal mortgage the New Property.

4.2 Fixed Charge

As continuing security for the payment and discharge of the Secured Obligations, the Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties, by way of first fixed charge all of its right, title and interest from time to time in and to the New Property other than (i) New Property in England and Wales charged by way of first legal mortgage pursuant to Clause 4.1 (*Legal Mortgage*) and (ii) any claims which are otherwise subject to an assignment (at law or in equity) pursuant to this Deed.

4.3 Assignment

- (a) As continuing security for the payment and discharge of the Secured Obligations, the Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties (subject to re-assignment on redemption) all of its right, title and interest from time to time in and to all agreements, contracts, deeds, leases licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Agent to perfect its rights thereunder or under this Deed) entered into by or given to the Chargor in respect of the New Property including all:

- (1) claims, remedies, awards or judgments paid or payable to that Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor in respect of the items referred to); and
- (2) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the New Property.

- (b) To the extent that any such right, title and interest described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that any such right, title and interest described in paragraph (a) above does not fall within any paragraph of Clause 4.2 (*Fixed Charge*) and are not effectively assigned under paragraph (a) or (b) above, as security for the payment and discharge of the Secured Obligations, the Chargor charges by way of first fixed charge all of its rights, title and interest under each agreement and document to which it is a party.

5. UNDERTAKINGS AND AGREEMENTS

5.1 New Property Deemed to be Real Property

The New Property shall be deemed to be Real Property for the purposes of the Security Agreement and the representations and warranties, rights, obligations, undertakings and covenants set out in, and the other provisions, express or implied, of, the Security Agreement shall apply to this Deed and in relation to the New Property and to this Security to the same extent that the same apply to any Real Property and as if set out in this Deed in full (with the necessary modifications).

5.2 Negative Pledge

The Chargor may not:

- (a) create or permit to subsist any Security Interest on any of its Supplemental Charged Assets; or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily sell, lease, transfer or otherwise dispose of all or any part of its Supplemental Charged Assets, including:
 - (i) by executing any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Supplemental Charged Assets;

- (ii) by creating any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Supplemental Charged Assets; or
- (iii) (A) by granting or varying, or accepting any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Supplemental Charged Assets or (B) by allowing any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Supplemental Charged Assets, which may, in each case, adversely affect the value of any of the Supplemental Charged Assets or the ability of the Security Agent to exercise any of the Security Rights,

unless, in each case, pursuant to a Permitted Disposal, a Permitted Security or otherwise as permitted or consented to under the Facility Agreement.

5.3 Notice to be Given by the Chargor

The Chargor shall promptly on the date of this Deed give notice to the landlord in relation to the New Property and (if applicable) each counterparty to any agreement the benefit of which is assigned to the Lender pursuant to Clause 4.3 (*Assignment*) and use its reasonable endeavours to procure that each addressee of any such notice promptly provides within 14 days to the Security Agent an acknowledgement of the notice of the Security Agent's interest. Such notice and acknowledgement shall be in the form set out in Schedule 5 (*Forms of Letter for Relevant Contracts*) to the Security Agreement.

6. FURTHER ASSURANCES

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 Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

- (a) to perfect the security created or intended to be created in respect of the Supplemental Charged Assets 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 Enforcement Event) to facilitate the realisation of the Supplemental Charged Assets.

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, Supplemental Charged Assets; and

- (3) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Timing

This Supplemental Security will become immediately enforceable upon the occurrence of an Enforcement Event and at any time subsequently or if the Chargor requests the Security Agent to exercise any of its powers under this Deed.

7.2 Enforcement

After this Supplemental Security has become enforceable, the Security Agent may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

- (a) enforce all or any part of this Supplemental Security at the times, in the manner and on the terms it sees fit (or as the Majority Lenders direct) and take possession of and hold or dispose of all or any part of the Supplemental Charged Assets; and
- (b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Act (as varied or extended by this Deed or the Security Agreement) on mortgagees and by this Deed or the Security Agreement on any Receiver or otherwise conferred by law on mortgagees or Receivers.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) The power of sale or other disposal and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Deed or the Security Agreement will be immediately exercisable at any time after this Supplemental Security has become enforceable.
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of the Security Agreement.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Supplemental Security or to the exercise by the Security Agent of its right to consolidate all or any of the Supplemental Security with any other security in existence at the time or to its power of sale, which powers may be exercised by the Security Agent without notice to the Chargor on or at any time after this Supplemental Security has become enforceable.

- (d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent and any Receiver to lease, make agreements for leases, accept surrenders of leases and grant options on such terms as the Security Agent or any Receiver may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

8.2 Right of Appropriation

- (a) To the extent that any of the Supplemental Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) as amended, including by the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010 (SI 2010 No. 2993) (the "Regulations")) the Security Agent shall have the right after this Supplemental Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) For the purpose of paragraph (a) above, the parties agree that the value of the financial collateral appropriated shall be (i) in the case of cash, the amount standing to the credit of each of the Security Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (ii) in the case of Investments, the market price of such Investments determined by the Security Agent by reference to a public index or by such other process as the Security Agent reasonably determines (including an independent valuation or taking into account any other advice obtained by it from an independent investment or accountancy firm of national standing selected by it). In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8.3 No liability as mortgagee in possession

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

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any neglect, default or omission in connection with a Security Asset for which a mortgagee or a mortgagee in possession might otherwise be liable.

8.4 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act).

8.5 Protection of third parties

- (a) No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:
 - (i) whether the Secured Obligations have become payable;
 - (ii) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
 - (iii) whether any money remains due under the Finance Documents; or
 - (iv) how any money paid to the Security Agent or to that Receiver is to be applied.
- (b) The receipt of the Security Agent or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Supplemental Charged Assets or making any acquisition, the Security Agent or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

8.6 Redemption of prior mortgages

- (a) At any time after this Supplemental Security has become enforceable, the Security Agent may:
 - (i) redeem any prior Security Interest against any Supplemental Charged Asset; and/or
 - (ii) procure the transfer of that Security Interest to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer on any Security Asset; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Security Agent, immediately on demand, the reasonable costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest and, pending reimbursement, that payment will constitute part of the Secured Obligations and shall carry interest from the date of payment by the Security Agent until reimbursed at the rate and in accordance with clause 22.2 (*Interest*) of the Security Agreement.

8.7 Contingencies

If this Supplemental Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or any Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

9. RECEIVER

9.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may (acting through an authorised officer of the Security Agent) without prior notice to any Chargor appoint any one or more persons to be a Receiver of all or any part of the Supplemental Charged Assets if:
 - (i) this Supplemental Security has become enforceable; or
 - (ii) the Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of obtaining a moratorium (or anything done with a view to obtaining a moratorium) pursuant to Schedule A1 of the Insolvency Act 1986 except with the leave of the court.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint one or more persons to be a Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply.

9.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of, and remuneration payable to, a Receiver and for liabilities incurred by a Receiver.

- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver. No Receiver shall at any time act as agent for the Security Agent.

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time; each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

A Receiver may take immediate possession of, get in and collect any Supplemental Charged Asset (including rent and other income accrued from time to time).

10.3 Calls

A Receiver may make, or require the directors of the Chargor to make, calls upon the holders of share capital of the Chargor which remains uncalled and to enforce payment of such calls and any previous unpaid calls by taking proceedings.

10.4 Carry on business

A Receiver may carry on and manage, or concur in the carrying on and management of or to appoint a manager of, the whole or any part of any business of the Chargor in any manner he thinks fit.

10.5 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor and employ, engage, dismiss or vary the terms of employment or engagement of employees, workmen, servants, officers, managers, agents and advisers on such terms as to remuneration and otherwise as he shall think fit including power to engage his own firm in the conduct of the receivership.

10.6 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Supplemental Charged Asset either in priority to this Supplemental Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

10.7 Redemption of security

A Receiver may redeem, discharge or compromise any security whether or not having priority to all or any part of the security constituted pursuant to this Deed.

10.8 Covenants, guarantees and indemnities

A Receiver may enter into such bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit and make all payments needed to effect, maintain or satisfy such obligations or liabilities.

10.9 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Supplemental Charged Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.
- (c) Fixtures may be severed and sold separately from the property containing them without the consent of the Chargor.

10.10 Contracts

A Receiver may enter into any contract or arrangement and perform, repudiate, rescind or vary any contract to which the Chargor is a party.

10.11 Leases

A Receiver may let any Supplemental Charged Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Supplemental Charged Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

10.12 Landlord and Tenant

A Receiver may make allowances to and re-arrangements (including granting any licences and operating any rent reviews) with any lessees, tenants or persons from whom rents and profits may be receivable and to exercise any powers and discretions conferred on a landlord or a tenant by any statutory provision from time to time in force.

10.13 Acquisitions

A Receiver may purchase, lease, hire or acquire any assets or rights which he shall in his absolute discretion consider necessary or desirable for the carrying on, improvement or realisation of, or for the benefit of, the whole or any part of the Supplemental Charged Assets or the business of the Chargor.

10.14 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Supplemental Charged Asset.

10.15 Legal actions

A Receiver may bring, prosecute, enforce, defend, negotiate and abandon any action, suit or proceedings in connection with the business of the Chargor, all or any party of any Supplemental Charged Asset or this Supplemental Security which he thinks fit.

10.16 Receipts

A Receiver may give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Supplemental Charged Asset.

10.17 Subsidiaries

A Receiver may form a subsidiary of the Chargor or supervise, control and finance any existing or new Subsidiary of the Chargor and transfer to that subsidiary any Supplemental Charged Asset.

10.18 Delegation

A Receiver may delegate his powers in accordance with this Deed.

10.19 Lending

A Receiver may lend money or advance credit to any customer of any Chargor.

10.20 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Supplemental Charged Asset;
- (b) commence and/or complete any building operation;
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation; and
- (d) effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees,

in each case as he thinks fit.

10.21 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Supplemental Charged Asset or which seem to the Receiver to be incidental or conducive to (i) any of the functions, rights, powers, authorities or discretions conferred on or vested in him, (ii) the exercise of the Security Rights (including the realisation of all or part of the Supplemental Charged Assets) or (iii) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Supplemental Charged Assets; and
- (b) use the name of the Chargor for any of the above purposes.

11. AGREEMENT BY COMPANY

By the Company's execution of this Deed, it acknowledges and accepts the terms of this Deed on behalf of itself and as agent for each of the other Obligors (as defined in the Facility Agreement) party to the Facility Agreement.

12. GOVERNING LAW

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

13. ENFORCEMENT

13.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

- (c) This Clause 13.1 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.

13.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, if the Chargor is not incorporated in England and Wales irrevocably appoints the Company as its agent under this Deed for service of process in any proceedings before the English courts in connection with this Deed (and the Company by its execution of this Deed, accepts that appointment).
- (b) If any person appointed as process agent under this Clause is unable for any reason to so act, the Company (on behalf of the Chargor) must immediately (and in any event within 7 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another process agent for this purpose.
- (c) The Chargor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

13.3 Waiver of immunity

The Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by a Secured Party against it in relation to this Deed and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings; and
- (c) waives all rights of immunity in respect of it or its assets.

EXECUTED as a deed and delivered by the parties on the date stated at the beginning of this document.

Schedule 1

The various leases granted on or around the date of this deed by FC Skyfall IOM Properties Limited in favour of the Chargor in respect of the below properties (and being the entirety of the landlord's interest each of those properties held by it under the relevant Superior Title Number noted below) being for a term of 30 years commencing on and including on the date of the leases.

Name of care home	Street	Town	Postcode	Superior Title Number(s)
Acorn Hollow (Clarence Hse) overlap with Avandale	419 Manchester Road, Lostock Gralam	Northwich	CW9 7QA	CH380482 CH384496 CH398712
Avandale Lodge (Victoria Hse)	419 Manchester Road, Lostock Gralam	Northwich	CW9 7QA	CH380482 CH384496 CH398712
Hollymere (Ascot House)	72 Crewe Road, Haslington	Crewe	CW1 5QZ	CH320118 CH344722
Primrose (Windsor House)	72 Crewe Road, Haslington	Crewe	CW1 5QZ	CH344722, CH320118
Daffodils & Glanyrafon	Dynevor Street & Bethesda Street	Merthyr Tydfil	CF47 8LR	WA909924
Cedar Court and Magna	27-29 Long Street	Wigston	LE18 2BP	LT175648
Aberpennar Court	Windsor Road	Mountain Ash	CF45 3BH	WA873651
Chandlers Ford	Winchester Road, Chandler's Ford	Eastleigh	SO53 2GJ	HP387565
Church View (Silverdale)	13 St Martin's Road	Caerphilly	CF83 1EF	WA680628
County Homes	40 New Hey Road, Woodchurch, Upton	Wirral	CH49 5LE	MS63793
Leighton Court (Cavendish)	112 Manor Road, Wallasey	Wirral	CH45 7LX	MS373622
Parklands	Newport Road	Bedwas	CF83 8AA	WA751269
Peniel Green	216 Peniel Green Road, Llansamlet	Swansea	SA7 9BD	WA528961
St Martins Court	Martin Street, Morriston	Swansea	SA6 7BJ	WA584364
Stoneyford	Stoneyford Road	Sutton-In-Ashfield	NG17 2DR	NT315742
Victoria Gardens	328 Tile Hill Lane	Coventry	CV4 9DS	WM384023
Victoria Manor	31 - 33 Abbey Road, Whitley	Coventry	CV3 4BJ	WM405621 WM441655
Victoria Park	75 - 83 Brays Lane, Stoke	Coventry	CV2 4DS	WM139626
White Gables	Lincoln Road, Skellingthorpe	Lincoln	LN6 5SA	LL73989 LL53775
Silverwood	Flanderwell Lane, Sunnyside	Rotherdam	S66 3QT	SYK355306
Swallownest Nursing Home	Chesterfield Road, Swallownest	Sheffield	S26 4TL	SYK264328
Willow Court	52-54 Croft Lane, Cherry	Lincoln	LN3 4JW	LL135859

	Willingham			LL88541
Abermill Hall House	Thomas Street, Abertridwr	Caerphilly	CF83 4AY	WA706926 WA717265
Hodge Hill	150 Coleshill Road, Hodge Hill	Birmingham	B36 8AD	WM387186
Maple Lodge	Rotherwood Drive, Rowley Park	Stafford	ST17 9AF	SF356451
Alexander Court	2 Lydgate Court, Lydgate Lane	Sheffield	S10 5FJ	SYK325511
Ash Grange (The Valley)	Valley Road, Bloxwich	Walsall	WS3 3ER	WM159490 WM170725 WM185180
Ashington/Moorhouse Farm	Moorhouse Lane	Ashington	NE63 9LJ	ND96131
Ashton Grange	St Luke's Road, Pallion	Sunderland	SR4 6QU	TY304629
Aberford Hall	Oakwood Green	Leeds	LS8 2QU	WYK510482
Acacia (Claremont Lodge)	12 Sherwood Rise, Sherwood	Nottingham	NG7 6JE	NT171571
Ascot Lodge	48a Newlands Road, Intake	Sheffield	S12 2FZ	SYK354711
Ashbourne Lodge	The Cedars, Ashbrooke	Sunderland	SR2 7TN	TY310171
Ashgrove Nursing & Residential Home	Dudley Wood Road, Netherton	Dudley	DY2 0DA	WM593740
Barnby (Reindeer)	Barnby Moor	Retford	DN22 8QS	NT260844
Beaconsfield	Galgate	Barnard Castle	DL12 8ES	DU214633
Bellefield Court	42 Aysgarth Avenue, West Derby	Liverpool	L12 8QT	MS231313 MS411760
Bishopsgate (Oaklands)	Hexham Street	Bishop Auckland	DL14 7PU	DU222765
Cwrt Clwydi Gwyn	New Road, Skewen	Neath	SA10 6YA	WA913651
Dale Park	221 Meols Cop Road	Southport	PR8 6JU	MS132292
Defoe Court	Defoe Crescent	Newton Aycliffe	DL5 4JP	DU203264
Dovedale Court Nursing & Residential Home	Holyhead Road	Wednesbury	WS10 7SZ	WM677831
Highfield (Yarm)	The Meadowings	Yarm	TS15 9XH	CE101718
Jack Dormand	Fourth Street, Horden	Peterlee	SR8 4LD	DU131444
Kesteven Grange	Kesteven Way, Kingswood, Bransholme	Kingston upon Hull	HU7 3EJ	HS289620
Knowsley Manor	Knowsley Lane, Huyton	Liverpool	L36 8EL	MS386831
Ladywood	Eaton Avenue (off Godfrey Drive), Kirk Hallam	Ilkeston	DE7 4HL	DY65949 DY65948
Lothian House	Clyde Terrace	Spennymoor	DL16 7SG	DU145459
Maple Court	Rotherwood Drive, Rowley Park	Stafford	ST17 9AF	SF389100
Meadowbank (Kensington)	Green Lane, Green Lever	Bolton	BL3 2EF	GM484768
Meadowlands	Aber-nant Road	Aberdare	CF44 0PY	WA739379 WA646037

Moss View	77 Page Moss Lane, Huyton	Liverpool	L14 0JJ	MS359954
Oak Tree Mews	Landgate Oaks, Hospital Road West	Moreton-in-Marsh	GL56 0BL	GR155122
Oakland (Rochdale)	Bury Road	Rochdale	OL11 5EU	GM809793 GM476873
Roxburgh House (Cradley Heath)	Reddall Hill Road	Cradley Heath	B64 5JE	WM609350
Silverwood	Imperial Road, Beeston	Nottingham	NG9 1FN	NT294283
Tenlands Nursing Home	Wood Lane	Ferryhill	DL17 8JD	DU127335
Worsley Lodge	119 Worsley Road, Worsley	Manchester	M28 2WG	GM170378
Aston House	Angel Lane	Hayes	UB3 2QX	NGL47781
Bankwood	Duffield Bank	Belper	DE56 4BG	DY305589
Beauvale	Moor Lane, Bingham	Nottingham	NG13 8AS	NT228849
Beechcroft	Lapwing Grove, Palace Fields	Runcorn	WA7 2TP	CH335239 CH314491
Berry Hill Park	Berry Hill Lane	Mansfield	NG18 4JR	NT335401
Brandon House	140 Old Church Road, Bell Green	Coventry	CV6 5QH	WM95265
Brindley Court Nursing & Residential Home	Station Street, Longport	Stoke-On-Trent	ST6 4ND	SF350027
Callands	Callands Road, Callands	Warrington	WA5 9TS	CH322064
Chorlton Place (Trafalgar House)	290 Wilbraham Road	Manchester	M16 8LT	GM29209
Daneside Court and Mews	Chester Way	Northwich	CW9 5JA	CH428013
Dingle Meadow	Goldencrest Drive, Oldbury	Warley	B69 2DQ	WM695824 WM604952
Falstone Court and Manor	Whitburn Road, Roker	Sunderland	SR6 9NQ	TY297400
Four Seasons	Brightmet Fold Lane, Brightmet	Bolton	BL2 5NB	GM692786
Glanffrwd	Coychurch Road, Pencoed	Bridgend	CF35 5LP	WA369268
Guide Lane	232 Guide Lane	Audenshaw	M34 5HA	GM511950 GM255007 GM742266 LA345931
Harley Grange	25 Elms Road, Stoneygate	Leicester	LE2 3JE	LT236305
Hinckley Park (Queens Park)	67 London Road	Hinckley	LE10 1HH	LT205491
Llys Newydd	Heol Lotwen, Capel Hendre, Ammanford	Dyfed	SA18 3RP	WA659756
Newlands	122 Heaton Moor Road	Stockport	SK4 4JY	GM658011 GM794248
Northview Lodge	Deneside House, North View, Castletown	Sunderland	SR5 3AF	TY305259 TY175886
Orchard Mews	Bentinck Road, Benwell	Newcastle-Upon-Tyne	NE4 6UX	TY305815

Pendleton Court (Summerhill Mansion)	20 Chaplin Close	Salford	M6 8FW	GM676973
Pytchley Court	Northampton Road	Brixworth	NN6 9DX	NN153874 NN187677
Richmond House	Mitchell Street	Leigh	WN7 4UH	GM653630
Snapethorpe	Snapethorpe Gate, Broadway, Lupset	Wakefield	WF2 8YA	WYK594446
Springwater Lodge	Smithy View, Calverton	Nottingham	NG14 6FA	NT279000
St Margarets	off Crossgate/Allergate	Durham	DH1 4DS	DU200428
Stoneleigh	Durham Road, Annfield Plain	Stanley	DH9 7XH	DU136976 DU167978
The Beeches	55 Furlong Street, Arnold	Nottingham	NG5 7AJ	NT115673
The Beeches (Doncaster)	Beech Road, Arm Thorpe	Doncaster	DN3 2DY	SYK276463
The Rowans	Owen Street	Coalville	LE67 3DA	LT99032
The Willows	89 London Road	Hinckley	LE10 1HH	LT84578 LT135053
Tower Bridge Care Centre	1 Tower Bridge Road	Southwark	SE1 4TR	TGL24157
Victoria House	Bath Lane	Stockton-On- Tees	TS18 2DX	CE136807
Victoria Mews	487-493 Binley Road, Binley	Coventry	CV3 2DP	WM497464
Victoria Park (now known as Avandale) overlap with Acorn Hollow	Manners Road	Ilkeston	DE7 5HB	DY194469
Woodcross Mental (Bloxwich)	23 Reeves Street, Bloxwich	Walsall	WS3 2DQ	WM341622
Westleigh (Mayfair House)	Nel Pan Lane, West Leigh	Leigh	WN7 5JS	GM723456 (F/H) GM723492 (L/H)
Appleton Lodge	Lingard Lane, Bredbury	Stockport	SK6 2QT	GM594061
Ferndale Court	St Michael's Road	Widnes	WA8 8TF	CH406000

SIGNATURES

The Chargor

**EXECUTED AS A DEED BY
HC-ONE LIMITED**

D.V.

Signature of Director

David Smith

Name of Director

in the presence of

Joe Goldard

Signature of witness

Joseph Goldard

Name of witness

Address of witness

**Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU**

Trainee Solicitor

Occupation of witness

The Company

**EXECUTED AS A DEED BY
FC SKYFALL LOWER MIDCO
LIMITED** (for itself and as agent for each of
the other Chargors part to the Security
Agreement referred to in this Deed)

D. V.

Signature of Director

David Smith

Name of Director

in the presence of

Joe Goddard

Signature of witness

Joseph Goddard

Name of witness

Address of witness

**Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU**

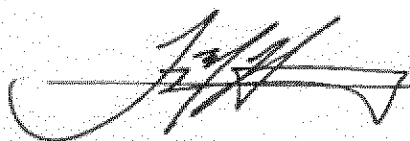
Trainee Solicitor

Occupation of witness

The Security Agent

EXECUTED as a **DEED** on behalf of **HCP, INC.** a
company incorporated in Maryland, by

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

A handwritten signature in black ink, appearing to be 'J. H. H.', written over a horizontal line.

Authorized signatory

