

MR01

Particulars of a charge

Laserform

566564/13

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 is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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

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

TUESDAY



S487XDN4

SCT

26/05/2015

#707

COMPANIES HOUSE

1 Company details

Company number 0 7 7 1 2 6 5 6

Company name in full HC-One Limited

0064 For official use

→ **Filling in this form**

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 3 m 0 m 5 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), Ltd

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

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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

Brief description

The tenant's interest in the lease between HCP UK Investments (Jersey), Ltd and Libra Careco CH2 Propco Limited of ALL and WHOLE Linlithgow Nursing Home the title to which is registered in the Land Register of Scotland under Title Number WLN5498, for more details please refer to the standard security

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

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 ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)


9

Signature

Please sign the form here

Signature

Signature

X  X
for and on behalf of Burness Paull

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 **ROBERT MACVICAR**

Company name **BURNES PAULL LLP**

Address **50 LOTHIAN ROAD**

FESTIVAL SQUARE

Post town **EDINBURGH**

County/Region

Postcode **E H 3 9 W J**

Country

DX **ED73 EDINBURGH**

Telephone **0131 473 6000**



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7712656

Charge code: 0771 2656 0064

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th May 2015 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th May 2015

Given at Companies House, Cardiff on 3rd June 2015

(Handwritten signature/initials)



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



HC-ONE LIMITED
as Chargor

and

HCP UK INVESTMENTS (JERSEY), LTD
as Secured Party

STANDARD SECURITY
in respect of the tenant's interest in the lease of
Linthgow Nursing Home, Linlithgow

Certified a true copy

Edinburgh 26/5/15

Lynn M Macartney
for and on behalf of Burness Paull LLP

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INSTRUMENT

by

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

in favour of

- (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 "**Security Party**")

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument

"Default Rate" means the rate specified at Clause 2.2 of this Instrument,

"Event of Default" has the meaning given to that term in the Framework Agreement,

"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), in which case the "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 15 April 2015 made between (amongst others) HCP UK Investments (Jersey), Ltd, HC-One Limited and Meridian Healthcare Limited.

"Lease" means the lease dated 13 and 14 April 2015 entered into between the Secured Party as Landlord and the Chargor as Tenant relating to the Security Subjects

"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

“Related Lease” means each Lease (as defined in the Framework Agreement) other than the Lease (as defined in this Instrument)

“Secured Obligations” means

- (a) *all present and future obligations and liabilities of the Chargor to the Secured Party in its capacity as Landlord (whether actual or contingent and whether owed jointly or severally and whether as principal or surety 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,*
- (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 owned 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*

“Security Period” means the period beginning on the date of this Instrument and ending on the date on which the Secured Party is satisfied (acting reasonably) that the Secured Obligations 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 clause 5.2 of the Framework Agreement)

“Security Rights” means all rights, powers, authorities, discretion and remedies of the Secured Party or any of its respective delegates or sub-delegates created, evidenced or conferred by or under this Instrument or by law or, in relation to the Security Subjects

“Security Subjects” means the tenant’s interest in the lease between HCP UK Investments (Jersey), Ltd and Libra Careco CH2 Propco Limited of ALL and WHOLE the subjects known as Linlithgow Nursing Home, ST Ninian's Road, Linlithgow, EH49 7BW the heritable title to which is registered in the Land Register of Scotland under Title Number WLN5498 and which lease is to be registered in the Land Register of Scotland on or around the date hereof together with (One) the whole buildings and

erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive appertaining thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty and interest payable in connection with any failure to pay or any delay in paying of the same)

1 2 Construction

1 2 1 Capitalised terms defined in the Framework Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument

1 2 2 In this Instrument, unless the context otherwise requires

- (a) words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender,
- (b) the term **'assets'** includes all property, rights and revenues whatsoever, and wheresoever, present and future,
- (c) 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,
- (d) reference to a **"guarantee"** includes an indemnity or any other form of surety,
- (e) all references to documents include all variations and replacements of such documents and supplements to such documents,
- (f) all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title,
- (g) references to persons include bodies corporate, unincorporated associations and partnerships, and
- (h) words and phrases defined in the Companies Act 2006 have the same meanings in this Instrument but the word **"company"** includes any body corporate

2 COVENANT TO PAY

2 1 Secured Obligations

The Chargor covenants that it will on demand of the Secured Party pay and discharge any or all of the Secured Obligations 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 Obligations*) until payment (both before and after any judgment) at four (4) per cent above the base rate of the Bank of England

3 CHARGE

As continuing security for payment and discharge of the Secured Obligations, the Chargor grants a standard security in favour of the Secured Party over all its right, title and interest from time to time in the Security Subjects

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply save for the Standard Conditions 1 to 7 and Standard Condition 12 which shall not apply

5 ENFORCEMENT

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

5 1 the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions, and

5 2 the Security Party shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects

6 RESTRICTIONS AND FURTHER ASSURANCE

6 1 Security

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

6.2 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-licence, transfer or otherwise dispose of any Security Subjects except as permitted under the Lease Documents

6.3 Further assurance

6.3.1 The Chargor shall promptly at its own cost do all such acts or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, 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) for creating, perfecting or protecting any security created or intended to be created by this Instrument, and/or
- (b) for facilitating the realisation of the Security Subjects, or the exercise of any right, power or discretion exercisable by the Secured Party or any of its delegates or sub-delegates in respect of the Security Subjects,

which shall include

- (a) the re-execution of this Instrument,
- (b) the execution by the Chargor of any standard security, charge, transfer, conveyance, assignment, assignation or assurance of or over all or any of the assets constituting, or intended to constitute, the Security Subjects, and
- (c) 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

6.3.2 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 Instrument

7 DELIVERY OF DOCUMENTS OF TITLE

The Chargor shall upon the execution of this Instrument deliver (or procure delivery) to the Secured Party of either

7.1.1 all deeds, certificates and other documents of title relating to the Security Subjects (which the Secured Party shall be entitled to hold and retain), or

7.1.2 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 Security Subjects 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

8 APPLICATION OF MONIES

All sums received by virtue of this Instrument by the Secured Party shall, subject to the payment of any claim having priority to this Instrument, 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,

8.1.2 secondly, in or towards payment of the Secured Obligations 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

9 PROTECTION OF THE SECURED PARTY

9.1 No liability

Neither the Secured Party nor any of its 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, of any of their respective rights under this Instrument

9.2 Indemnity

Without double counting any amount recovered under any other indemnity or similar provision of any other Lease Document, the Chargor shall indemnify and keep indemnified the Secured Party and its 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

9.2.1 any act or omission by any of them in relation to all or any of the Security Subjects,

9 2 2 any payment relating to or in respect of all or any of the Security Subjects which is made at any time by any of them,

9 2 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 Instrument,

9 2 4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Instrument, and

9 2 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

9 3 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 9 (*Protection of the Secured Party*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment)

9 4 Indemnity out of the Security Subjects

The Secured Party and its respective officers, employees and delegates shall be entitled to be indemnified out of the Security Subjects in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 9 2 (*Indemnity*)

9 5 Continuing protection

The provisions of this Clause 9 (*Protection of the Secured Party*) shall continue in full force and effect during the Security Period notwithstanding any release or discharge of this Instrument

10 PROVISIONS RELATING TO THE SECURED PARTY

10 1 Powers and discretions

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

10 1 1 may be exercised as often as, and in such manner as, the Secured Party thinks fit,

10 1 2 are cumulative, and are not exclusive of any of its rights under the general law, and

10.1.3 shall not be waived due to non-exercise thereof

10.2 Certificates

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

10.2.1 as to any amount for the time being due to the Secured Party, or

10.2.2 as to any sums payable to the Secured Party under this Instrument,

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

10.3 Assignment

Subject to the terms of the Framework Agreement, the Secured Party may assign this Instrument to any successor in title to any of the Secured Obligations 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 to the Security Subjects) or the Secured Obligations to any actual or prospective assignee provided such prospective assignee has agreed to keep such information confidential

11 PRESERVATION OF SECURITY

11.1 Continuing Security

This Instrument 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

11.2 Additional Security

This Instrument 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 Obligations

11.3 Waiver of defences

Neither the security created by this Instrument nor the obligations of the Chargor under this Instrument will be affected by an act, omission, matter or thing which, but for this Clause 11.3, would reduce, release or prejudice that security or any of those obligations (whether or not known to the Secured Party) including

11.3.1 any time, waiver or consent granted to, or composition with any other person,

- 11 3 2 the release of any person under the terms of any composition or arrangement with any person,
- 11 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,
- 11 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,
- 11 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,
- 11 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
- 11 3 7 an insolvency, liquidation, administration or similar procedure

11 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 Instrument. This waiver applies irrespective of any law or any provision of a Lease Document to the contrary.

11 5 Appropriations

During the Security Period, the Secured Party may

- 11 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 Obligations, or, subject to Clause 8 (*Application of monies*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the same, and
- 11 5 2 hold in an interest bearing suspense account any monies received from the Chargor on account of the Secured Obligations

11 6 New accounts

If the Secured Party receives notice (whether actual or otherwise) of any subsequent security over or affecting any of the Security Subjects or if a petition is presented or resolution is 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 to the new account or accounts and shall not operate to reduce the Secured Obligations.

12 DISCHARGE

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 release the Security Subjects from this Security.

13 NOTICES

- 13 1 Each communication to be made under or in connection with this Instrument shall be made in writing and unless otherwise stated shall be made by fax or letter.
- 13 2 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.
- 13 3 Subject to the Framework Agreement, a communication or document made or delivered by one person to another under or in connection with this Instrument will only be effective if made by way of
- 13 3 1 fax, when received in legible form, or
- 13 3 2 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 with postage prepaid (or, in the case of airmail, with airmail postage prepaid) in an envelope addressed to the relevant address, and if a particular department or officer is specified as part of the address details provided under Clause 13 2 of this Instrument, if addressed to that department or officer.
- 13 4 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).

14 **GOVERNING LAW AND JURISDICTION**

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Secured Party, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Secured Party to proceed against the Chargor in any other appropriate jurisdiction

15 **WARRANTICE AND CONSENT TO REGISTRATION**

15.1 The Chargor hereby grants warrantice

15.2 A certificate signed by any official, manager or equivalent account officer of the Secured Party shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 10 pages are executed as follows

THE CHARGOR

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

at SOUTHGATE HOUSE, DARLINGTON, DL3 6AH

on 20 APRIL 2015

by DAVID SMITH
Print Full Name

DL
Director

before this witness

MARIE
JOANNA CAMACK
Print Full Name

JM GceMae
Witness

Address

SOUTHGATE HOUSE

DARLINGTON

DL3 6AH