



Registration of a Charge

Company name: **HC-ONE LIMITED**

Company number: **07712656**

Received for Electronic Filing: **06/10/2015**



Details of Charge

Date of creation: **30/09/2015**

Charge code: **0771 2656 0080**

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

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE THE REAL PROPERTY SET OUT IN THE INSTRUMENT AND BY WAY OF FIXED CHARGE THE RIGHTS, TITLE AND INTEREST TO THAT REAL PROPERTY, INCLUDING: - ACRES NOOK, BOATHORSE ROAD, KIDSGROVE, STAFFORDSHIRE ST7 4JA (TITLE NUMBER SF255755) - ASHTON VIEW, WIGAN ROAD, ASHTON-IN-MAKERFIELD, WIGAN, GREATER MANCHESTER WN4 9BJ (TITLE NUMBER GM446041). PLEASE REFER TO THE INSTRUMENT FOR MORE DETAILS**

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.**

Certified by: **SKADDEN, ARPS, SLATE, MEAGHER & FLOM (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7712656

Charge code: 0771 2656 0080

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2015 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th October 2015 .

Given at Companies House, Cardiff on 7th October 2015

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

WE HEREBY CERTIFY
THAT THIS IS A TRUE
COPY OF THE ORIGINAL

Sheld. Arps, Slate, Meagher & Flom (UK) LLP

Sheld. Arps, Slate, Meagher & Flom (UK) LLP
40 BANK STREET,
CANARY WHARF,
LONDON E14 5DS

EXECUTION VERSION

Dated: 30 September 2015

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

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THIS SUPPLEMENTAL LEGAL CHARGE is made by deed the 30 day of September 2015

BETWEEN:

- (1) **HC-ONE LIMITED**, a company registered in England and Wales with registration number 07712656 (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 restated on 8 October 2014, 4 November 2014, 3 February 2015, 15 April 2015 and September 2015);

"**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 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 part 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 Obligor (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 New Properties

No.	Name of Property	Address of Property	Lease details
1.	Acres Nook	Boathorse Road, Kidsgrove, Staffordshire ST7 4JA	5 years from and including today's date
2.	Appleton Manor and Lodge	Lingard Lane, Bredbury, Stockport SK6 2QT ¹	5 years from and including today's date
3.	Ashgrove	i) Fir Tree Road, Hounslow TW4 7HH ii) 216 Martindale Road, Hounslow TW4 7HQ iii) 210, 212, 214 Martindale Road, Hounslow TW4 7HQ	5 years from and including today's date
4	Ashton View	Wigan Road, Ashton-in-Makerfield, Wigan, Greater Manchester WN4 9BJ	5 years from and including today's date
6.	Avalon Park	Dove Street, Oldham, Greater Manchester, Greater Manchester OL4 5HB	5 years from and including today's date
6.	Averill House (Balmoral House) and Brookdale (Buckingham)	Averill Street, Newton Heath, Manchester, Greater Manchester M40 1PF	5 years from and including today's date
7.	Brooklands	Springfield Park, Grimsby, North East Lincolnshire DN33 3LE	5 years from and including

¹ This is a deferred property

			today's date
8.	Carr Gate	Lawns Lane, Carr Gate, Wakefield WF2 0QU	5 years from and including today's date
9.	Catherine House	Cork Street, Frome BA11 1BL	5 years from and including today's date
10.	Cedar House	High Street, Harefield, Greater London UB9 6EB	5 years from and including today's date
11.	Chase View	i) Water Street, Burntwood WS7 1AW ii) 52 and 54 Cannock Road, Chase Terrace, Burntwood WS7 8JP	5 years from and including today's date
12.	Clarendon Hall	19 Church Avenue, Humberston, Great Grimsby, Lincolnshire DN36 4DA	5 years from and including today's date
13.	Ferndale Court (& Mews)	St Michael's Road, Widnes, Cheshire WA8 8TF ²	5 years from and including today's date
14.	Grosvenor House Care Centre	39 Duchy Road, Harrogate, North Yorkshire HG1 2HA	5 years from and including today's date
15.	Hebburn Court	The Old Vicarage, Witty Avenue, Hebburn, Tyne & Wear NE31 2SE	5 years from and including today's date

² This is a deferred property

16.	Holywell Dene	Holywell Dene Road, Holywell, Whitley Bay, Tyne & Wear NE25 0LB	5 years from and including today's date
17.	Kings Park	Kings Road, First Cross, Ashton Under Lyne, Lancashire OL6 8EZ	5 years from and including today's date
18.	Lady Astor House (Burnham House)	Burlington Road, Slough SL1 2LD	5 years from and including today's date
19.	Larchwood (Alcotes)	108 Broad Road, Braintree, Essex CM7 9RZ	5 years from and including today's date
20.	Leeming Garth	Leeming Bar, Leeming, Northallerton, County Durham DL7 9RT	5 years from and including today's date
21.	Lyndon Hall	Malvern Close, All Saints Way, West Bromwich, West Midlands B71 1PP	5 years from and including today's date
22.	Overdene House	John Street, Winsford, Cheshire CW7 1HJ	5 years from and including today's date
23.	Plas Cwm Carw	Oakwood Lane, Port Talbot, Glamorgan SA13 1DF	5 years from and including today's date
24.	Priory Gardens	Ladybalk Lane, Pontefract WF8 1JQ	5 years from and including today's date
25.	Rose Court	44 - 48 Water Street, Radcliffe, Manchester	5 years from and


		M26 4DF	including today's date
26.	Trafalgar Park	Land lying to the south of Heol Islwyn, Nelson, Treharris CF46 6HG	5 years from and including today's date
27.	Windsor Court	Bartholomew Avenue, Goole, East Riding of Yorkshire DN14 6YN	5 years from and including today's date

SIGNATURES

The Chargor

EXECUTED as a DEED by HC-ONE LIMITED
acting
by a director in the presence of:



Signature of director

Signature of witness 
Print name JOANNA CAMACK
Address SOMERSEA HSE
DARLINGTON
DL3 6AH
Occupation PA

The Company

EXECUTED as a DEED by FC SKYFALL LOWER
MIDCO LIMITED acting
by a director in the presence of:


Signature of director

Signature of witness 
Print name JOANNA CAMACK
Address SOMERSEA HSE
DARLINGTON
DL3 6AH
Occupation PA

Signature page to Supplemental Charge

The Security Agent

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

James S. SVP
being a person who, in accordance with the laws of that
territory, is acting under the authority of the company:

AD Alvarado Authorised signatory