



Registration of a Charge

Company Name: **HC-ONE NO.1 LIMITED**

Company Number: **10257888**



Received for filing in Electronic Format on the: **13/10/2023**

XCE24XRS

Details of Charge

Date of creation: **12/10/2023**

Charge code: **1025 7888 0027**

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

Brief description: **ALL THAT LEASEHOLD PROPERTY KNOWN AS ADMIRALS REACH NURSING HOME, ADMIRALS REACH CARE HOME, RIDGEWELL AVENUE, CHELMSFORD, CM1 2GA AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER AA33109. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

WALKER MORRIS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10257888

Charge code: 1025 7888 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th October 2023 and created by HC-ONE NO.1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2023 .

Given at Companies House, Cardiff on 17th October 2023

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



Companies House



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

DATED 12th October **2023**

THE PERSONS LISTED IN SCHEDULE 1

(as Chargors)

and

MOUNT STREET MORTGAGE SERVICING LIMITED

(the Security Agent)

DEBENTURE (SUPPLEMENTAL)

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THIS DEED is made on 12th October 2023

BETWEEN:

- (1) **THE PERSONS** listed in Schedule 1 (*Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **MOUNT STREET MORTGAGE SERVICING LIMITED**, as security trustee for the Secured Parties (the "**Security Agent**"),

together the "**Parties**" and each a "**Party**".

RECITALS:

- (a) HC-One Finco Limited (f/k/a FC Skyfall (UK) Financeco Limited) (company number 13256022) (the "**Company**") and Sterling Finco LP as original lender and the Security Agent (as agent and security agent), amongst others, entered into a [REDACTED] facilities agreement originally dated 20 April 2021 (the "**Original Facilities Agreement**").
- (b) The parties have agreed to enter into an amendment and restatement agreement in order to amend and restate the terms of the Original Facilities Agreement (the "**Amended and Restated Facilities Agreement**"). It is agreed, amongst other things, that (i) the aggregate amount of the Facilities to be made available under the Amended and Restated Facilities Agreement shall increase to [REDACTED] and (ii) the Termination Date shall be extended.
- (c) Under the terms of the Original Facilities Agreement, the Chargors entered into a Debenture dated 27 April 2021 (the "**Original Debenture**") in favour of the Security Agent. It is a condition of the Amended and Restated Facilities Agreement that each Chargor executes and delivers this Deed by way of supplemental Debenture security.
- (d) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED AND THIS DEED PROVIDES as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, capitalised terms not otherwise defined herein shall have the meanings given to them in the Amended and Restated Facilities Agreement. In addition, the following terms shall have the meanings ascribed to them below:

"Accounts" means the accounts, including the Blocked Accounts, listed in Part II (*Accounts*) of Schedule 2 (*Specific Assets*) held by the Chargors and any other bank account maintained by any Chargor with any financial institution, including in each case any redesignation or renewal thereof and all balances now or hereafter standing to the credit of any such account including all interest from time to time thereon, the debt represented thereby and all rights in relation thereto.

"Administrator" means any person or persons for the time being acting as administrator of any Chargor pursuant to the provisions of the Insolvency Act.

"Ancillary Liabilities" means in relation to any Undocumented Debt:

- (a) any refinancing, novation, refunding, restructuring, deferral or extension of any of those liabilities;
- (b) any further advance which may be made under any agreement supplemental to the relevant facilities or credit agreement plus all interest, indemnities, fees and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with any relevant facilities or credit agreement;
- (d) any claim against any Debtor flowing from any recovery by a Debtor of a payment or discharge in respect of those liabilities on the grounds of preference or otherwise; and
- (e) any amounts (including post insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Assets" means property, assets, rights, revenues, income, uncalled capital, licences, business and undertakings and any interest therein, in each case whatsoever and wheresoever situate, present and future.

"Assigned Agreements" means:

- (a) any Subordinated Finance Document to which any Chargor is party as a lender;
- (b) each Construction Document to which any Chargor is a party;
- (c) each Utilisation Date Transfer Document;
- (d) each Management Agreement to which any Chargor is party;
- (e) the agreement for lease dated 23 September 2019 and made between Charterpoint (Bingham) Limited (1) and HC-One Limited (2) in respect of 70 bed care home at land formerly known as Bingham Police Station, 18 Grantham Road, Bingham;
- (f) the substitution agreement dated 4 April 2019 made between SGSS TDS (Nominee 1) Limited and SGSS TDS (Nominee 2) Limited (1) and HC-One Properties 2 Limited (*f/k/a* FC Skyfall IOM Properties Limited) and others (2); and
- (g) any other document governed by English law to which a Chargor is a party and is designated as such by the Security Trustee and the relevant Chargor.

"Assigned Rights" has the meaning given to it in Clause 4.3 (*Assignments*).

"Blocked Accounts" means, in relation to any Chargor:

- (a) each account, which is designated as a "Blocked Account", listed in Part II of Schedule 2 (*Specific Assets*) opposite its name;
- (b) any additional account or New Account established in accordance with Clause 16 (*Bank Accounts*) of the Amended and Restated Facilities Agreement to the extent that such account is or replaces an Initial Account, including a Permanent Account.

"Book Debts" means all book and other debts (including rents) and other moneys, liabilities and monetary claims of any nature whatsoever now or hereafter due, owing or payable to any Chargor (including moneys, liabilities and claims deriving from or in relation to any Insurances, Investments, Intellectual Property Rights, any contract or agreement to which any Chargor is party, or any other Assets or rights of any Chargor, and including the benefit of any judgment or order to pay money and any amounts due or owing from any government or governmental agency including in respect of Tax) and all other rights of any Chargor to receive money (but excluding all moneys now or hereafter standing to the credit of any account held by any Chargor with any bank) and any proceeds thereof; and the benefit of (including the proceeds of all claims under) all rights, Security Interests, securities, guarantees, indemnities, negotiable instruments, letters of credit and Insurances of any nature whatsoever now or hereafter owned or held by any Chargor in relation to any of the foregoing.

"cash" means cash within the meaning of Financial Collateral Arrangements (No. 2) Regulations 2003.

"Charged Assets" means all Assets from time to time subject or expressed or intended to be subject to the Security (whether fixed or floating) under or pursuant to this Deed, and **"Charged Assets"** includes any part of any of them and any right, title, interest or benefit therein or in respect thereof.

"Construction Documentation" means the documents listed in Part VI (*Construction Documentation*) of Schedule 2 (*Specific Assets*).

"Credit Claim" means a credit claim within the meaning of the Financial Collateral Arrangements (No.2) Regulations 2003.

"Delegate" means a delegate or subdelegate appointed pursuant to Clause 13.5 (*The Security Agent's Rights*).

"Equipment" means plant, machinery, equipment (including office equipment), vehicles, computers and other chattels of any kind (but excluding any from time to time which are part of any Chargor's stock in trade or work in progress) now or hereafter owned by any Chargor and all proceeds of sale or other disposal thereof, all moneys paid or payable in respect thereof, rights under any agreement, Security Interest or guarantee in relation thereto and all other rights in relation thereto, and **"Equipment"** includes any part of any of them.

"Excluded Accounts" means each of the accounts specified as "Excluded Accounts" in Part III (*Excluded Accounts*) of Schedule 2 (*Specific Assets*) of this Deed (and any replacement account or subdivision or subaccount of that account) or any other accounts opened for the purpose of holding amounts on trust for residents of a Care Home and which are notified to the Security Agent within 20 Business Days following the opening of any such account, and all monies standing to the credit of any such account are amounts held on trust for residents of a Care Home, the debt or debts represented thereby and all Related Rights.

"Excluded Accounts Holders" means HC-One Limited and HC-One No.1 Limited (*f/k/a* HC-One Oval Limited).

"financial collateral" means financial collateral within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003.

"financial instruments" means financial instruments within the meaning of the Financial Collateral Arrangements (No. 2) Regulations 2003.

"Fixtures" means fixtures, fittings and fixed plant, machinery and equipment (including trade fixtures and fittings) owned by any Chargor.

"Floating Charge Assets" means any part or parts of the Charged Assets subject to any of the floating charges contained in Clause 4.5 (*Floating Charge*).

"Framework Agreement" means the framework agreement originally dated 15 April 2015 among, *inter alios*, Ice UK Investments (Jersey), Ltd (as Landlord Holdco), Ice UK Investments (Jersey) Ltd (as First Landlord), HC-One (NHP5) Limited (*f/k/a* Libra CareCo CH2 PropCo Limited) (as First Tenant), FC Skyfall Lower MidCo Limited (now dissolved and replaced by Incoming Tenant Holdco FC Skyfall Holdco 2 Limited) (as Tenant Holdco) and HC-One Limited (as NHP Tenant) (as amended and restated from time to time, including on 30 June 2017 and on 27 April 2021).

"Group Shares" means, in relation to a Chargor, the shares in any member of the Group incorporated in England and Wales owned legally or beneficially by it or, if an Event of Default is continuing, held by the Security Agent or any nominee on its behalf (including the shares in the Subsidiary identified in respect of that Chargor in Part IV (*Subsidiaries*) of Schedule 2 (*Security Assets*) (if any)) together in each case with all rights in respect thereof and all dividends, interest, cash or other distributions, accretions or Investments in respect of or deriving from the foregoing.

"Insolvency Act" means the Insolvency Act 1986.

"Insolvency Rules" means the Insolvency (England and Wales) Rules 2016 (S.I. 2016/1024).

"Insurances" means contracts or policies of insurance or indemnity of any kind (including life insurance or assurance), but excluding the Title Indemnity Insurance Policies, now or hereafter taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has any interest, and all rights in relation thereto, proceeds thereof, claims and returns of premium in respect thereof (and includes the insurance policies listed in Part V (*Insurances*) of Schedule 2 (*Specific Assets*)).

"Intellectual Property Rights" means patents, registered designs, copyrights, inventions, semi-conductor topography rights, rights in designs, rights in trade-marks and service marks, business names and trade names, get up, logos, domain names, moral rights, rights in confidential information, rights in know-how, database rights, rights protecting goodwill, or reputation and any interests (including by way of licence or sub-licence) in any of the foregoing, and any other intellectual property rights and interests whatsoever now or hereafter owned by any Chargor or in which it has any interest, in each case whether registered or not and including all applications, rights to apply for and rights to use the same and all fees, royalties and other rights of every kind relating to or deriving from any of the same.

"Investments" means shares (excluding Group Shares), stocks, bonds, notes, certificates of deposit, debenture stocks, loan stocks and other securities or investments of any kind and all rights relating to any of the foregoing (including rights relating to any of the same which are deposited with, registered in the name of or credited to an account with any clearing system or house, depositary, custodian, nominee, controller, investment manager or other similar person or their nominee, in each case whether or not on a fungible basis and including all rights against such person); warrants, options or other rights to subscribe for, purchase, call for delivery of, redeem, convert other securities or investments into or otherwise to acquire any of the foregoing; and units in a unit trust scheme (as defined in section 237(1) of the Financial Services and Markets Act 2000); together in each case with all rights in respect thereof and all dividends, interest, cash or other distributions, accretions or Investments in respect of or deriving from any of the foregoing, and **"Investments"** means any of the foregoing including any part of them.

"Law of Property Act" means the Law of Property Act 1925.

"Legally Mortgaged Property" means the Real Property listed in Part I (*Real Property*) of Schedule 2 (*Specific Assets*) together with any other Real Property which may in future be legally mortgaged or charged by way of fixed security by any Chargor to the Security Agent by or pursuant to this Deed, and **"Real Property"** includes any part of any such property.

"Liability" means any present or future liability (actual or contingent), together with:

- (a) any permitted novation, deferral or extension of that liability;
- (b) any further advance which may be made under any agreement expressed to be supplemental to any document in respect of that liability, together with all related interest, fees and costs;
- (c) any claim for damages or restitution in the event of rescission of that liability or otherwise;
- (d) any claim flowing from any recovery by a payment or discharge in respect of that liability on grounds of preference or otherwise; and
- (e) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any insolvency or other proceedings.

"Loss" means any liability, damages, claims, cost, loss, penalty, expense, demand (or actions in respect thereof) including, legal, accounting or other charges, fees, costs, disbursements and expenses in connection therewith.

"Management Agreements" has the meaning given to it in the Amended and Restated Facilities Agreement.

"Mortgaged Investments" means Investments from time to time subject or expressed to be subject to the Security, and **"Mortgaged Investments"** includes any part of any of them.

"Permitted Security Interests" means any Security Interest permitted under the Amended and Restated Facilities Agreement.

"Proceedings" means any proceedings, suits or actions arising out of or in connection with any Disputes or otherwise arising out of or in connection with this Deed (including regarding its existence, validity or termination).

"Real Property" means freehold, heritable or leasehold property in England and Wales or Scotland and any other land or buildings anywhere in the world, any estate or interest therein and any reference to **"Real Property"** includes a reference to all rights from time to time attached or appurtenant thereto and all buildings and Fixtures from time to time therein or thereon.

"Receiver" means a receiver appointed under this Deed or pursuant to any applicable law, and includes more than one such receiver and any substituted receiver and an administrative receiver so appointed as defined in Section 251 of the Insolvency Act.

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

- (a) all rights under any licence, agreement for sale, agreement for lease or other use, insurance policy or supplemental or collateral agreement in respect of all or any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset.

"Security" means any or all of the Security Interests created or expressed to be created, or which may at any time hereafter be created, by or pursuant to this Deed.

"Security Interest" means any mortgage or sub-mortgage, standard security, fixed or floating charge or sub-charge, pledge, lien, assignment or assignation by way of security or subject to a proviso for redemption, encumbrance, hypothecation, retention of title, or other security interest whatsoever howsoever created or arising and its equivalent or analogue whatever called in any other jurisdiction, and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement).

"Subordinated Debt" means all Liabilities payable, owing, due or incurred by any Debtor (as such term is defined in the Subordination Agreement) to any Subordinated Creditor (as such term is defined in the Subordination Agreement), including (without limitation) under or in connection with any Subordinated Finance Document or any Undocumented Subordinated Debt.

"Subordinated Finance Document" has the meaning given to it in the Subordination Agreement.

"Subsidiary" means each of the entities set out in Part IV (*Subsidiaries*) of Schedule 2 (*Specific Assets*).

"Undocumented Subordinated Debt" means all Liabilities payable, owing, due or incurred by any Debtor (as such term is defined in the Subordination Agreement) to any Subordinated Creditor (as such term is defined in the Subordination Agreement) together with any Ancillary Liabilities relating thereto, which are not evidenced or recorded by a Subordinated Finance Document but which otherwise exist from time to time.

"Utilisation Date Transfer Companies" has the meaning given to it in the Original Debenture.

"Utilisation Date Transfer Documents" means each share purchase agreement, dated 27 April 2021, relating to the transfer of each Utilisation Date Transfer Company in connection with the Utilisation Date Transfers.

- 1.2 The provisions of Clause 1.2 (*Construction*), Clause 1.3 (*Scottish terms*), Clause 1.4 (*Jersey terms*) and 1.6 (*Currency symbols and definitions*) of the Amended and Restated Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Amended and Restated Facilities Agreement will be construed as references to this Deed.
- 1.3 The undertakings and other obligations of each of the Chargors, the Security Agent or any other person under this Deed shall at all times be read and construed as subject to the provisions of the Amended and Restated Facilities Agreement which shall prevail in case of any conflict.
- 1.4 For the purpose of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, this Deed incorporates all the terms of the Amended and Restated Facilities Agreement and the other Finance Documents.
- 1.5 To the extent that a Chargor has already complied with an obligation contained in this Deed (including, subject to the below, any obligation to serve notice or obtain an acknowledgement from any person) (by virtue of satisfying an equivalent obligation under the terms of the Original Debenture), such obligation shall be deemed to have been satisfied for the purposes of this Deed, in the case of the service of notice or obtaining of an acknowledgement provided that there is no Event of Default under the Amended and Restated Facilities Agreement and such notice or acknowledgement was provided under the Original Debenture in respect of the same asset charged under this Deed.

2 TRUST

The Security Agent shall hold, and hereby declares that it shall hold, the benefit of the Security and the benefit of all representations, warranties, covenants and undertakings under this Deed on trust

for the Secured Parties on and subject to the terms of this Deed and the Finance Documents and each Chargor hereby acknowledges such trusts.

3 COVENANT TO PAY

3.1 Covenant to Pay

Each Chargor covenants with the Security Agent duly and punctually to pay or discharge all Secured Liabilities which may from time to time be or become due, owing, incurred or payable by such Chargor (whether as principal or surety and whether or not jointly with another) at the times when, and in the currency and in the manner in which, they are expressed to be due, owing, incurred or payable.

3.2 Interest on Demands

If a Chargor fails to pay any sum on the due date for payment of that sum such Chargor shall pay interest on any such sum from the due date until the date of payment and such amount of interest shall be determined in accordance with the provisions of Clause 8.4 (*Default interest*) of the Amended and Restated Facilities Agreement.

4 SECURITY

4.1 Real Property

Each Chargor hereby charges by way of first fixed continuing security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under each of the following:

- (a) by way of first legal mortgage, all Real Property in England and Wales (including that listed in Part I of Schedule 2 (*Specific Assets*)) owned by the relevant Chargor at the date of this Deed; and
- (b) by way of first fixed charge, all Real Property owned by or charged to the relevant Chargor at the date of this Deed to the extent not charged by (a) above, and all Real Property acquired by it after the date of this Deed, but excluding the rights, title and interest of each Chargor under the Ice Lease Agreements.

4.2 Rental Income

Each Chargor hereby assigns by way of security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under all Rental Income in respect of all Real Property in England and Wales (including that listed in Part I of Schedule 2 (*Specific Assets*)) owned by the relevant Chargor, and all other Real Property acquired by it after the date of this Deed.

4.3 Assignments

Each Chargor hereby assigns absolutely with full title guarantee subject to reassignment on redemption to the Security Agent as security for the payment and discharge of the Secured Liabilities all such Chargor's right, title, interest and benefit from time to time (both present and future) in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (a) the Assigned Agreements to which it is party;

- (b) the Reports in respect of which it is an addressee; and
- (c) the proceeds of any Insurance Policy and all Related Rights for which it is the named loss payee, (together, the "**Relevant Agreements**") and, in respect of each of the foregoing, the right to demand and secure all monies whatsoever payable to or for its benefit under or arising therefrom, all remedies provided for in any of them or available by law or in equity in relation thereto, the right to compel performance thereof and all other rights, interests and benefits whatsoever accruing or for its benefit arising therefrom, including all authorisations (statutory or otherwise) held or required in connection therewith (together, the "**Assigned Rights**").

4.4 Fixed Charges

Each Chargor hereby charges by way of first fixed continuing security to and in favour of the Security Agent for the payment and discharge of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under each of the following:

- (a) to the extent not effectively assigned under Clause 4.3 (*Assignments*), the Relevant Agreement to which it is a party and the Assigned Rights relating thereto;
- (b) all its present and future Book Debts and all its other present and future negotiable instruments, other than any which are Investments;
- (c) all Accounts held by it, but excluding (in respect of the Excluded Accounts Holders) the Excluded Accounts;
- (d) all present and future Equipment (other than Equipment situated on Ice Sale & Leaseback Properties and secured pursuant to the Ice Sale & Leaseback Security) owned by it;
- (e) all present and future Intellectual Property Rights of which it is the owner or beneficiary;
- (f) all its present and future Investments;
- (g) all its present and future Group Shares;
- (h) all Undocumented Subordinated Debt due, owing, payable or incurred to such Chargor;
- (i) each Care Contract to which it is a party;
- (j) the Framework Agreement, provided it is a party thereto;
- (k) the trusts constituted pursuant to the Utilisation Date Transfer Documents and the property held on trust in its favour under such trusts; and
- (l) all its present and future goodwill, present and future uncalled capital (if any).

and, to the extent not effectively assigned under Clause 4.3 (*Assignments*) or charged pursuant to any of the preceding provisions of this Clause 4.4 (*Fixed Charges*), the benefit of all present and future agreements, insurances, reports, licences, consents,

undertakings, authorisations, warranties, covenants, guarantees and indemnities or other documents of any nature held or to be held by it in connection with its business or the use of its Charged Assets (but excluding any licence requiring the licensor's consent to the creation of Security Interests under this Deed if such consent has not been obtained), and any right it has to receive all compensation and VAT payable in respect thereof, but expressly excluding (in relation to the Excluded Accounts Holders) the Excluded Accounts.

4.5 Floating Charge

- (a) Each Chargor hereby charges by way of first floating charge and by way of further continuing security to and in favour of the Security Agent for the discharge and payment of the Secured Liabilities all its rights, title, interest and benefit from time to time, present and future, in, to and under in respect of all its Assets (including all stock in trade), including any expressed to be assigned or charged by any of the foregoing provisions of this Clause 4 (*Security*).
- (b) Each floating charge created by this Clause 4.5 (*Floating Charge*) shall rank behind all the fixed Security Interests created by or pursuant to this Deed by such Chargor to the extent that they are valid and effective as fixed Security Interests but shall rank in priority to any other Security Interests hereafter created by the relevant Chargor except for Permitted Security Interests.
- (c) The floating charge created by this Clause 4.5 (*Floating Charge*) in respect of the Excluded Accounts Holders shall not extend to or include any of the Excluded Accounts.
- (d) Each floating charge created by a Chargor pursuant to paragraph (a) of this Clause 4.5 (*Floating Charge*) is a "qualifying floating charge" for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

4.6 Full Title Guarantee

Each mortgage, assignment, charge or other disposition in favour of the Security Agent referred to in the previous provisions of this Clause 4 (*Security*) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (save in relation to property, assets, rights and interests situated in or otherwise subject to the laws of Scotland, with absolute warrandice).

4.7 Supplemental Security

The assignments referred to in this Clause 4 are subject to the security and assignments created and effected by the Original Debenture, and any reference to security being "first" shall be subject to any prior valid security created and effected by the Original Debenture.

5 REDEMPTION OF SECURITY

- 5.1 On the irrevocable and unconditional payment or discharge in full of all of the Secured Liabilities, the Security Agent, at the request and cost of each Chargor without recourse to any representation or warranty by any Secured Party or any of its nominees, shall release the Charged Assets in respect of the relevant Chargor from the Security, cancel and discharge the Security and reconvey, reassign or retransfer (as applicable) to or to the order of the relevant Chargor any Charged Assets assigned by such Chargor to the Security Agent (and do all such things and execute all documents as may reasonably be necessary to give effect to such release, cancellation, discharge, conveyance, reassignment and/or retransfer and, promptly following such actions deliver to the Chargors all title documents, certificates and other documents deposited with the Security Agent in connection with Charged Assets).
- 5.2 If the Security Agent considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Chargor under this Deed and the Security shall continue and such amount shall not be considered to have been irrevocably paid.
- 5.3 If requested by a Chargor, the Security Agent, at the relevant Chargor's sole cost, will provide a letter of non-crystallisation in respect of such Chargor's floating charge set out in Clause 4.5 (*Floating Charge*) in respect of any Real Property which is the subject of a disposal permitted under Clause 21.4 (*Disposals*) of the Amended and Restated Facilities Agreement.
- 5.4 Clause 28.29 (*Release of Security*) of the Amended and Restated Facilities Agreement shall apply *mutatis mutandis* to this Deed.

6 REPRESENTATIONS AND WARRANTIES

- 6.1 Each Chargor represents and warrants to the Security Agent on the date of this Deed that:
- (a) **Accuracy of information:** As at the date of this Deed, Schedule 2 (*Specific Assets*) identifies all of the Real Property, Accounts (other than the Excluded Accounts), Subsidiaries and Insurances (other than the Title Indemnity Insurance Policies) in which it has any interest.
 - (b) **Ownership:** It is the absolute sole legal and beneficial owner of the Assets expressed to be mortgaged, assigned or charged by it under this Deed.
 - (c) **No prejudicial action taken:** It has taken no action or steps to prejudice its rights, title or interest in, to or under any of the Charged Assets.
 - (d) **Intellectual Property Rights:** It has obtained and has good title to all Intellectual Property Rights, leases, licences, authorisations and consents in respect of its Assets and its business in each case as are required or desirable to enable it lawfully to carry on its business as conducted at the date of this Deed.
- 6.2 Each of the representations and warranties in Clause 6.1 above are deemed to be made by each Chargor by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and the first day of each Interest Period.

7 COVENANTS RELATING TO ASSETS – PERFECTION, RESTRICTIONS ON DEALING, PROTECTION

7.1 Documents of Title

Without prejudice to Clause 12 (*Further Assurances, Power of Attorney, etc.*), unless the Security Agent otherwise agrees that these may be retained by the relevant Chargor, at that Chargor's risk and to the order of the Security Agent, each Chargor shall, immediately after execution of this Deed or, if later, promptly upon receipt by it or on its behalf or for its account, by way of security for the Secured Liabilities deliver (to the extent not already delivered pursuant to the Original Debenture) to the Security Agent (or any person nominated by the Security Agent to hold the same on its behalf including any solicitors), who shall be entitled to hold and retain them at that Chargor's risk during the subsistence of the Security, all title deeds, documents of title, certificates and other documents constituting or evidencing title to all of each Chargor's present or future Real Property.

7.2 Assets and Security Generally

Subject to Clause 18.9(c) (*No filing or stamp taxes*) of the Amended and Restated Facilities Agreement, in addition and without prejudice to any other provisions of this Deed, each Chargor shall:

- (a) take all action available to it (including making all filings and registrations) necessary for the creation, perfection, preservation, protection or maintenance of the Security created by it;
- (b) promptly notify the Security Agent in writing if it acquires or agrees to acquire any rights, title or interest in, to or under any Real Property;
- (c) at all times take all proper steps available to it to preserve and otherwise protect the Charged Assets and maintain all necessary Intellectual Property Rights, registrations, leases, licences, authorisations and consents to enable it to enforce its rights in, to and under the Charged Assets, and not take or omit to take any action the taking or omission of which may have a material adverse effect on the relevant Chargor's goodwill, other than as expressly permitted under the Amended and Restated Facilities Agreement; and
- (d) not do or suffer to be done anything which could prejudice any of the Security or its priority or the position of the Security Agent under this Deed.

7.3 Real Property

Subject to Clause 18.9(c) (*No filing or stamp taxes*) of the Amended and Restated Facilities Agreement, in addition and without prejudice to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor hereby irrevocably:

- (a) consents to the registration of a restriction in the Proprietorship Register relating to the title number or numbers under which the whole or any part of the Legally Mortgaged Property is registered at HM Land Registry in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Mount Street Mortgage Servicing Limited referred to in the charges register."

- (b) consents (in the case of any Real Property forming part of the Charged Assets title to which is registered or registrable at HM Land Registry but which does not form part of the Legally Mortgaged Property) to the registration of an agreed notice by the Security Agent against the title or titles under which such Real Property is registered; and
- (c) authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute on the relevant Chargor's behalf and deliver to HM Land Registry any form (including Land Registry form RX1 and AN1), document or other information requested by HM Land Registry with regard to either or both of the above.

7.4 Acquisitions of Real Property

Each Chargor shall immediately notify the Security Agent of the acquisition of any Real Property and shall:

- (a) immediately on request by the Security Agent and at the cost of the relevant Chargor, execute and deliver to the Security Agent a legal mortgage of (or, if that Real Property is situated in Scotland, a standard security over) that Real Property in favour of the Security Agent in any form (consistent with this Deed, other than in the case of a standard security) as the Security Agent may require;
- (b) if the title to that Real Property is registered at the Land Registry or required to be so registered, make (as applicable) a due application for registration of that Chargor as proprietor of the Real Property and of the Security Agent as proprietor of any legal mortgage entered into pursuant to paragraph (a) of this Clause 7.4 (*Acquisitions of Real Property*); and
- (c) in any event, take all necessary steps for the registration of the Security on the relevant register of title at the relevant Land Registry and the registration of a restriction in the form set out in paragraph 7.3(a) above.

7.5 Assigned Agreements

- (a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

- (i) immediately after execution of the Deed or, in the case of Assigned Agreements (other than in respect of the documents listed at numbers 1 to 5 (inclusive) of the Construction Documentation) designated as such pursuant to limb (h) of the definition of Assigned Agreements, immediately after such designation, execute and deliver to the relevant counterparty to such Contract, with a copy to the Security Agent, notices of assignment, substantially in the form set out in Schedule 4 (*Form of Notice for Assignment of Assigned Agreements*), in respect of each Assigned Agreement; and
- (ii) use its reasonable endeavours to procure that each counterparty to which it delivers a notice of assignment in accordance with paragraph (a) above, delivers to the Security Agent an acknowledgement in writing substantially in the form attached to each such notice,

save that each Chargor shall not be required to serve such notice provided that (1) notice was served under the Original Debenture in respect of the same asset charged under this Deed and (2) there subsists no Event of Default under the Amended and Restated Facilities Agreement (immediately following which all notices otherwise required to be served under this Deed shall be served accordingly).

- (b) Where a Counterparty to an assignor or chargor of an Assigned Agreement under this Deed is a party to this Deed, the Counterparty:
 - (i) acknowledges that it has been notified of the relevant assignment or charge by being a party to this Deed; and
 - (ii) consents to, and acknowledges, the relevant assignment or charge of the relevant Assigned Agreement.
- (c) No notice or acknowledgment is required to be given under this Clause 7.5 in respect of any Assigned Agreement to the extent that the Counterparty has given is acknowledgement pursuant to paragraph (b)(i) above.

7.6 Construction Documentation

Each Chargor which is party to any Construction Documentation, shall serve notice of its assignment by way of security on the relevant counterparties to the relevant Construction Documentation immediately after execution of this Deed and use its reasonable endeavours to procure that each counterparty upon which it serves a notice of assignment delivers to the Security Agent an acknowledgement of that notice in writing and substantially in the form attached to each such notice, provided that each Chargor shall not be required to serve such notice where (1) notice was served under the Original Debenture in respect of the same asset charged under this Deed and (2) there subsists no Event of Default under the Amended and Restated Facilities Agreement (immediately following which all notices otherwise required to be served under this Deed shall be served accordingly).

7.7 Third Party Consents etc.

If a Chargor purports to mortgage, assign or charge (absolutely or by way of first fixed legal mortgage or charge) an asset under this Deed and such mortgage, assignment or

charge breaches a term of an agreement binding on that Chargor in respect of that asset because the consent of a person (other than an Affiliate) has not been obtained:

- (a) that Chargor shall notify the Security Agent immediately;
- (b) the relevant mortgage, assignment or charge will not take effect until that consent is obtained or such restriction on the creation of security over any such asset is removed;
- (c) subject to paragraph (d) of this Clause 7.7 (*Third Party Consents etc.*), the relevant mortgage, assignment or fixed charge hereunder will extend to (to the extent no breach of the relevant agreement would occur) the Related Rights in respect of that asset but will exclude the asset itself;
- (d) unless the Security Agent otherwise requires, that Chargor shall use reasonable endeavours to obtain the consent of the relevant person and, once obtained, shall promptly provide a copy of that consent to the Security Agent; and
- (e) forthwith upon receipt of the relevant consent, the relevant asset shall become subject to the Transaction Security in favour of the Security Agent under Clause 4.2 (*Rental Income*), Clause 4.3 (*Assignments*) or Clause 4.4 (*Fixed Charges*).

7.8 Insurances

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

- (a) immediately after execution of the Deed or, in the case of any Insurances entered into after the date of this Deed, within three Business Days after the inception of such Insurance, execute and deliver to the Security Agent notices of assignment, substantially in the form set out in Schedule 5 (*Form of Notice for Insurance Policies*), in respect of each Insurance; and
- (b) procure (in respect of any counterparty which is an Affiliate) or use its reasonable endeavours to procure that each insurer (other than an Affiliate) to which it delivers a notice of assignment in accordance with paragraph (a) above, delivers to the Security Agent an acknowledgement in writing substantially in the form attached to each such notice,

save that each Chargor shall not be required to serve such notice provided that (1) notice was served under the Original Debenture in respect of the same asset charged under this Deed and (2) there subsists no Event of Default under the Amended and Restated Facilities Agreement (immediately following which all notices otherwise required to be served under this Deed shall be served accordingly).

7.9 Book Debts and Accounts

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*):

(a) each Chargor shall, with respect to each Account held in such Chargor's name:

- (i) deliver to the bank at which such Account is held written notice of, among other matters, the Security granted by the Chargor over such Account pursuant to this Deed, in substantially the form set out in Schedule 3 (*Form of Notice for Accounts*); and
- (ii) procure that such bank delivers to the Security Agent written acknowledgement of such notice, in substantially the form set out in Schedule 3 (*Form of Notice for Accounts*),

in each case not later than:

- (A) with respect to each Account that is open as at the Utilisation Date:
 - (i) if disbursement of the Loan takes place prior to 5:00 p.m. on the Utilisation Date, the Utilisation Date; or
 - (ii) if disbursement of the Loan takes place after 5:00 p.m. on the Utilisation Date, the Business Day immediately following the Utilisation Date; and
- (B) with respect to each Account that is opened after the Utilisation Date, two Business Days following the date on which it is opened;

save that each Chargor shall not be required to serve such notice provided that (1) notice was served under the Original Debenture in respect of the same asset charged under this Deed and (2) there subsists no Event of Default under the Amended and Restated Facilities Agreement (immediately following which all notices otherwise required to be served under this Deed shall be served accordingly); and

- (b) each Chargor shall execute and deliver to the Security Agent promptly on request, in such form as the Security Agent may reasonably require, a legal assignment of all the relevant Chargor's rights, title and interest in and to such of the Book Debts as the Security Agent may specify generally or specifically and give such notices to the relevant debtors and take all such steps as the Security Agent may reasonably require to perfect or protect such assignment, save that each Chargor shall not be required to serve such notice provided that (1) notice was served under the Original Debenture in respect of the same asset charged under this Deed and (2) there subsists no Event of Default under the Amended and Restated Facilities Agreement (immediately following which all notices otherwise required to be served under this Deed shall be served accordingly)..

7.10 Mortgaged Investments

- (a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfections, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall deposit with the Security Agent promptly after execution of this Deed, all certificates, documents of title and other documents representing or other documentary evidence of ownership in relation to the Mortgaged Investments (only to the extent not already delivered pursuant to the Original Debenture).
- (b) Each Chargor shall:
 - (i) duly and promptly pay and indemnify the Security Agent (or the Security Agent's nominee) against all calls and other moneys which may lawfully be required to be paid in respect of any of the Mortgaged Investments;
 - (ii) promptly on the offer, accrual or issue of any Investments in respect of or derived from the Mortgaged Investments, notify the Security Agent thereof and promptly deposit with the Security Agent as soon as the same are within the relevant Chargor's possession or control all certificates, documents of title and other documents representing or other documentary evidence of ownership and any other documents received in relation to such Investments; and
 - (iii) promptly upon receipt, deliver to the Security Agent a copy of all material circulars, notices, reports, accounts or other documents received by the relevant Chargor or its nominee in connection with any of the Mortgaged Investments.
- (c) Unless an Event of Default is continuing, all voting and other rights relating to the Mortgaged Investments may be exercised (or not exercised) by the relevant Chargor as it elects, provided that the relevant Chargor shall not (save with the prior written consent of the Security Agent) exercise or fail to exercise any such rights in any manner or for any purpose which would breach the terms of the Finance Documents or would prejudice the Security over any Mortgaged Investment, or adversely affect its value or the ability of the Security Agent to exercise its rights under this Deed.
- (d) If an Event of Default is continuing:
 - (i) the Security Agent or, as the case may be, any Receiver shall be entitled to exercise or direct the exercise of or refrain from such exercise all voting and other rights now or at any time relating to the Mortgaged Investments as it sees fit (but shall not be liable for any such exercise or non-exercise or for any failure to forward to the relevant Chargor any circular, notice or other document relating to the Mortgaged Investments, in each case save only to the extent caused by its fraud, gross negligence or wilful default);

- (ii) each Chargor shall comply or procure the compliance with any direction of the Security Agent or, as the case may be, any Receiver in respect of the exercise of such rights and shall deliver to the Security Agent or, as the case may be, any Receiver such forms of proxy or other appropriate forms of authorisation the Security Agent or, as the case may be, any Receiver may require with a view to enabling that person or its nominee to exercise such rights;
- (iii) the Security Agent shall be entitled to receive and retain all dividends, interest and other distributions paid in respect of the Mortgaged Investments and apply the same as provided by Clause 16.1 (*Order of Application*), provided that at any time when any Investments of a Chargor have been registered in the name of the Security Agent (or its nominee), the Security Agent (or its nominee) will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of such Investments are duly and promptly paid or received by it (or its nominee), or to verify that the correct amounts are paid or received by it (or its nominee), or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of such Investments; and
- (iv) the Security Agent or its nominee(s) may to the exclusion of each Chargor exercise (or refrain from exercising), in the name of the relevant Chargor or otherwise, all rights of or exercisable by a legal and beneficial owner (whether conferred by statute or otherwise) of the Mortgaged Investments all rights conferred on trustees by section 10(3) and (4) of the Trustee Act 1925 in respect of Investments or property subject to a trust and all rights incidental or conducive to the exercise of its rights in relation to Investments (and any proceeds of such exercise shall form part of the Charged Assets);
- (e) No Chargor shall nominate any person, other than the Security Agent (or its nominee), to enjoy or exercise any right relating to any of the Investments whether pursuant to Part 9 of the Companies Act 2006 or otherwise.

7.11 Clearance systems

- (a) Each Chargor shall, if so requested by the Security Agent:
 - (i) instruct or request its nominee or custodian to instruct any clearance system (including without limitation, CREST) to transfer any Investment held by it or its nominee or custodian for that Chargor to an account of the Security Agent or its nominee with that clearance system; and

- (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system.

- (b) The Security Agent may, at the expense of each Chargor, take whatever action the Security Agent considers necessary for the dematerialisation or rematerialisation of the Investments.

7.12 Custodian arrangements

Each Chargor shall:

- (a) promptly give notice of this Deed to any custodian of any Investment in any form which the Security Agent may reasonably require; and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require.

7.13 Group Shares

- (a) Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Reflection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*) and subject to sub-Clause (b) below, each Chargor shall, immediately after execution of this Deed, (only to the extent not already delivered pursuant to the Original Debenture) deposit with the Security Agent (or other person nominated by the Security Agent):
 - (i) all share certificates, documents of title and other documentary evidence of ownership in relation to the Group Shares (other than in relation to the Utilisation Date Transfer Companies) and (in relation to the Utilisation Date Transfer Companies) all share certificates in relation to the Utilisation Date Transfer Companies;
 - (ii) undated transfers of the relevant Chargor's Group Shares (other than in relation to the Utilisation Date Transfer Companies) duly executed by the relevant Chargor with the name of the transferee left blank, or if the Security Agent so requires, duly executed by the relevant Chargor or its nominee in favour of the Security Agent (or its nominee); and
 - (iii) such other documents as the Security Agent may require to enable the Security Agent (or its nominee) or, if an Event of Default is continuing, any purchaser, to be registered as the owner of, or otherwise to obtain legal title to, the Group Shares owned by the relevant Chargor in the relevant Subsidiary.
- (b) [Reserved]

7.14 Equipment

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall:

- (a) promptly upon request the Security Agent, attach and maintain on each item of Equipment with a value of over £7,500 (as determined by the Security Agent acting in its absolute discretion) and which is subject to a fixed charge, in a prominent position, an identification plaque containing the following wording:

"NOTICE OF ASSIGNMENT/CHARGE

This machine and additions and ancillary equipment are subject to an assignment/a first fixed charge in favour of Mount Street Mortgage Servicing Limited."

or such other permanent notices of the Security over such Equipment in such other form as the Security Agent may reasonably require and not conceal, alter or remove such plaque or permanent notice or permit it to be concealed, altered or removed;

- (b) not fix or permit the affixing of any of the Charged Assets to any Real Property which is not itself a Charged Asset; and
- (c) unless an Event of Default is continuing or the Security Agent gives notice terminating such right of possession, and subject to the provisions of this Deed, retain possession of the Equipment as bailee only.

7.15 Intellectual Property Rights

Without prejudice and in addition to the other provisions of this Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*) and Clause 12 (*Further Assurances, Power of Attorney, etc.*), each Chargor shall promptly on request by the Security Agent, execute and do all acts, things and documents as the Security Agent may reasonably require to record the Security Agent's interest in any registers relating to any of the Intellectual Property Rights.

8 CRYSTALLISATION OF FLOATING CHARGE

- 8.1 In addition and without prejudice to any other event resulting in crystallisation of the floating charges, but subject to any prohibition or restriction imposed by law, if at any time:

- (a) an Event of Default is continuing;
- (b) the Security Agent (acting reasonably) considers that the Charged Assets or any part thereof is in danger of being seized or sold under any form of distress, diligence, execution, diligence or other legal process levied or threatened or is otherwise in jeopardy; or
- (c) if any other circumstance occurs which the Security Agent (acting reasonably) considers does or is likely to threaten, jeopardise or prejudice any of the Charged Assets or Security or the priority of any Security,

the Security Agent may by notice in writing to a Chargor convert the floating charge created by such Chargor under Clause 4.5 (*Floating Charge*) into a fixed charge as regards any Floating Charge Assets as may be specified (generally or specifically) in that notice or, if none is specified, all the Floating Charge Assets.

8.2 In addition and without prejudice to any law or other event resulting in crystallisation of a floating charge, but subject to any prohibition or restriction imposed by law, each floating charge created by Clause 4.5 (*Floating Charge*) shall without notice automatically be converted into a fixed charge over:

- (a) all Floating Charge Assets, if and when:
 - (i) any Chargor ceases to carry on business or a material part thereof or ceases to be a going concern;
 - (ii) an Insolvency Event occurs in relation to any Chargor;
 - (iii) (without prejudice to sub-Clause (b) of this Clause 8.2 (*Crystallisation of Floating Charge*)) the holder of any other Security Interest over any or all of the Floating Charge Assets whether ranking in priority to or *pari passu* with or after the Security appoints a receiver or any floating charge given by any Chargor to any other person crystallises for any reason whatsoever; or
 - (iv) the Security Agent serves a notice on the Company pursuant to Clause 23.24 (*Acceleration*) of the Amended and Restated Facilities Agreement;
- (b) any Floating Charge Assets which become subject or continue to be subject to any actual or purported Security Interest (other than a Permitted Security Interest) in favour of any person other than the Security Agent or which is/are the subject of any actual or purported sale, transfer or other disposition, in either case contrary to the covenants contained in the Amended and Restated Facilities Agreement, immediately prior to such actual or purported Security Interest arising or such actual or purported sale, transfer or other disposition being made; or
- (c) any Floating Charge Assets affected by any expropriation, attachment, sequestration, distress or execution, immediately prior to such expropriation, attachment, sequestration, distress or execution.

8.3 Any floating charge which has crystallised under Clause 8.1 or Clause 8.2 may by notice in writing given at any time by the Security Agent (acting on the unanimous instructions of each Secured Party) to the relevant Chargor be reconverted into a floating charge under Clause 4.5 (*Floating charge*) in relation to the assets, rights and property specified in such notice.

9 ENFORCEMENT

9.1 The Security shall become enforceable immediately if an Event of Default is continuing.

9.2 At any time when an Event of Default is continuing, the Security Agent may (but shall not be obliged to) enforce all or any part of the Security at such time, on such terms and in such manner as it thinks fit, and take possession of, hold or dispose of all or any part of the Charged Assets, and may (whether or not it has taken possession or appointed a Receiver or Administrator) exercise any rights conferred by the Law of Property Act (as varied or extended by this Deed) on mortgagees or by this Deed or otherwise conferred by law on mortgagees.

- 9.3 Neither the Security Agent nor any Receiver will be liable by reason of entering into possession of a Charged Asset:
- (a) to account as mortgagee in possession for any loss on realisation in respect of such Charged Asset; or
 - (b) for any default or omission for which a mortgagee in possession might be liable.
- 9.4 Without prejudice to the generality of the foregoing, at any time when an Event of Default is continuing the Security Agent may (but shall not be obliged to) by notice to any Chargor in writing appropriate all or any part of the Charged Assets of such Chargor which constitute financial collateral. If the Security Agent exercises such power of appropriation:
- (a) it shall determine the value of any Charged Asset appropriated which consists of a financial instrument or a Credit Claim as at the time of exercise of that power as the current value of the cash payment which it determines would be received on a sale or other disposal of such Charged Asset effected for payment as soon as reasonably possible after such time. Any such determination shall be made by the Security Agent on such basis as the Security Agent shall at its absolute discretion consider appropriate and, in any event, the valuation shall be carried out in a commercially reasonable manner; and
 - (b) any Charged Asset appropriated which constitutes cash and which is not denominated in the currency of the Loan shall be valued as if it were converted to the currency of the Loan at the rate and in the manner referred to in Clause 13.1 (*Currency Indemnity*) of the Amended and Restated Facilities Agreement.
- 9.5 The exercise by the Security Agent of its right of appropriation under Clause 9.4 of any part of the Charged Assets shall not prejudice or affect any of the Security Agent's rights and remedies in respect of the remainder of the Charged Assets for any Secured Liabilities which remain to be paid or discharged.
- 9.6 In exercising its rights under the foregoing provisions, the Security Agent shall act in accordance with its obligations under the provisos to Clause 16.3(i) of the Amended and Restated Facilities Agreement.

10 CONTINUING SECURITY, OTHER SECURITY ETC

- 10.1 The Security, covenants, undertakings and provisions contained in or granted pursuant to this Deed shall remain in full force and effect as a continuing security to the Security Agent for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account of all or part of the Secured Liabilities (whether any Secured Liabilities remain outstanding thereafter) or any other act, event, matter, or thing whatsoever, except the release or discharge by the Security Agent of the Security in accordance with Clause 5 (*Redemption of Security*).

- 10.2 The Security is cumulative, in addition to and independent of, and shall neither be merged with nor prejudiced by nor in any way exclude or prejudice, any other Security Interest, guarantee, indemnity, right of recourse or any other right whatsoever which the Security Agent may now or hereafter hold or have (or would apart from this Deed or the Security hold or have) from any Chargor or any other person in respect of any of the Secured Liabilities.
- 10.3 The restriction on consolidation of mortgages contained in section 93 of the Law of Property Act shall not apply in relation to the Security.
- 10.4 Without prejudice to Clause 7 (*Covenants relating to Assets — Perfection, Restrictions on Dealings, Protection*), if there is any Security Interest having priority to the Security in respect of all or any part of the Charged Assets then:
- (a) if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior Security Interest against the Charged Assets, the Security Agent or any Receiver may (but without prejudice to any rights the Security Agent or the Receiver may have under statute) redeem such prior Security Interest or procure the transfer thereof to itself, as the case may be, and may settle and pass the accounts of the prior chargee, and any account so sealed and passed shall be conclusive and binding on each Chargor and the principal, interest, costs, charges, expenses, losses and liabilities of and incidental to such redemption or transfer shall be paid by the relevant Chargor to the Security Agent or any Receiver, as the case may be, promptly on demand, provided that this paragraph (a) shall not apply to the Ice Sale & Leaseback Security; and
 - (b) all the rights conferred by the prior charge upon the chargee or any receiver thereunder shall be exercisable by the Security Agent or any Receiver in like manner as if the same were expressly included herein and the Security Agent shall be entitled to exercise all the rights of a receiver appointed thereunder.
- 10.5 This Deed shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Security Agent or any Chargor or any amalgamation or consolidation by the Security Agent or any Chargor with any other corporation.

11 NEGATIVE PLEDGE; DISPOSALS

Each Chargor shall comply with Clauses 21.3 (*Negative pledge*) and 21.4 (*Disposals*) of the Amended and Restated Facilities Agreement, save that any reference to an "Obligor" therein shall be deemed to be a reference to a Chargor.

12 FURTHER ASSURANCES, POWER OF ATTORNEY, ETC.

- 12.1 The covenants below are in addition to and not in substitution for the covenants for further assurance implied in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994. Each Chargor shall promptly upon request by the Security Agent (acting reasonably), at the cost of that Chargor do and execute or procure to be done and executed all acts, deeds, documents and things, in each case in form satisfactory to the Security Agent, the Administrator or the Receiver (as the case may be), and as the Security Agent or the Receiver may specify:

- (a) with a view to perfecting, improving, repairing, preserving or protecting any Security or its priority or otherwise with a view to giving full effect to the provisions of this Deed (including executing and delivering such further or other mortgages, standard securities, assignments, assignments, transfers, charges, notices or other documents, whether to the Security Agent or its nominees or to any other person, in relation to any Charged Assets as the Security Agent (acting reasonably) may specify whether generally or specifically); or
- (b) with a view to facilitating the realisation of the Charged Assets or the exercise, or the proposed exercise, of any of the other rights of the Security Agent or the Receiver (as the case may be).

12.2 Each Chargor irrevocably and by way of security appoints the Security Agent and every Receiver jointly and also severally to be its attorney (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments) on behalf of the relevant Chargor and in its name or otherwise, and at such time and in such manner as the attorney may think fit, to execute, deliver, perfect and do any deed, document, act or thing which the Security Agent or such Receiver (or any such substitute or sub-delegate) may, in its absolute discretion, consider appropriate in connection with this Deed, the Charged Assets or the exercise of any of the rights of the Security Agent or such Receiver, or which the relevant Chargor is obliged to execute or do whether under this Deed or otherwise (including the execution and delivery of mortgages, standard securities, assignments, assignments, transfers or charges or notices or directions in relation to any of the Charged Assets) where, in each case, the relevant Chargor has not promptly done so. Without prejudice to the generality of its right to appoint substitutes and to sub-delegate, the Security Agent may appoint the Receiver as its substitute or sub-delegate, and any person appointed the substitute or sub-delegate of the Security Agent shall, in connection with the exercise of such power of attorney, be the agent of the relevant Chargor. Each Chargor acknowledges that such power of attorney is as regards the Security Agent and any Receiver granted irrevocably and for value to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

12.3 Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of all or any of the rights referred to in this Clause 12 (*Further Assurances, Power of Attorney, etc.*).

12.4 References in Clause 12.1 and Clause 12.2 to the Security Agent or the Receiver shall include references to any Delegate.

13 THE SECURITY AGENT'S RIGHTS

13.1 The Secured Liabilities shall become due for the purposes of section 101 of the Law of Property Act, and the statutory powers of sale and enforcement and of appointing a Receiver which are conferred on the Security Agent under that Act (as varied and extended by this Deed) and all other rights of a mortgagee conferred by the Law of Property Act shall be deemed to arise, immediately after execution of and in accordance with this Deed.

13.2 Section 103 of the Law of Property Act shall not apply to this Deed and, if an Event of Default is continuing, the Security shall become immediately enforceable and the rights conferred by the Law of Property Act and this Deed shall be immediately exercisable by the Security Agent without the restrictions contained in the Law of Property Act.

- 13.3 At any time when an Event of Default is continuing, the Security Agent shall, in addition to the powers of leasing and accepting surrenders of leases conferred by section 99 and 100 of the Law of Property Act, have power to make any lease or agreement to lease at a premium or otherwise, accept surrenders of leases and grant options, in each case on any terms and in any manner the Security Agent thinks fit without needing to comply with any restrictions imposed by such sections or otherwise.
- 13.4 In making any sale or other disposal of any Charged Assets or making any acquisition in exercise of their respective rights, the Security Agent or any Receiver may do so for such consideration (including cash, shares, debentures, loan capital or other securities whatsoever, consideration fluctuating according to or dependent on profit or turnover, and consideration whose amount is to be determined by a third party, and whether such consideration is receivable in a lump sum or by instalments) and otherwise on such terms and conditions and in such manner as it thinks fit, and may also grant any option to purchase and effect exchanges.
- 13.5 The Security Agent may at any time delegate to any person either generally or specifically, on such terms and conditions (including power to sub-delegate) and in such manner as the Security Agent thinks fit, any rights (including the power of attorney) from time to time exercisable by the Security Agent under or in connection with this Deed. No such delegation shall preclude the subsequent exercise by the Security Agent of such right or any subsequent delegation or revocation thereof.
- 13.6 The Security Agent may, at any time when a Default is continuing, without notice to any Chargor and without prejudice to the Security Agent's other rights, and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the relevant Chargor's existing accounts (including accounts in the name of the relevant Chargor or the Security Agent or jointly with others) and may set off any Secured Liabilities against any obligation or liability (matured or not and whether actual or contingent) owing by the Security Agent to, or any amount and sum held or received or receivable by it on behalf or to the order of, the relevant Chargor or to which the relevant Chargor is beneficially entitled (such rights extending to the set off or transfer of all or any part of any credit balance on any such account, whether or not then due and whatever the place of payment or booking branch, in or towards satisfaction of any Secured Liabilities). For that purpose, if any of the Secured Liabilities is in a different currency from such obligation, liability, amount or sum (including credit balance), the Security Agent may effect any necessary conversion at its then prevailing spot rates of exchange (as conclusively determined by the Security Agent) and may pay out any additional sum which the UK or any other governmental or regulatory body of any jurisdiction may require the Security Agent to pay in respect of such conversion. The Security Agent may in its absolute discretion estimate the amount of any liability of any Chargor which is unascertained or contingent and set off such estimated amount, and no amount shall be payable by the Security Agent to any Chargor unless and until all Secured Liabilities have been ascertained and fully paid or discharged. The Security Agent shall not be obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights of set-off, combination of accounts, bankers' lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- 13.7 If any Chargor for any reason fails to observe or punctually to perform or to procure the observance or performance of any of the obligations expressed to be assumed by it to the Security Agent, whether under this Deed or otherwise, the Security Agent shall have the right (but shall not be obliged), on behalf of or in the name of the relevant Chargor or otherwise, to perform the obligation and to take any steps which the Security Agent may in its absolute discretion consider appropriate with a view to remedying, or mitigating the consequences of, the failure, but the exercise of this right, or the failure to exercise it, shall in no circumstances prejudice the Security Agent's rights under this Deed or otherwise or constitute the Security Agent as a mortgagee in possession.

14 APPOINTMENT OF ADMINISTRATOR

- 14.1 Paragraph 14 of Schedule B1 to the Insolvency Act applies to each floating charge created hereunder.
- 14.2 Subject to any relevant provisions of the Insolvency Act, the Security Agent may, by any instrument or deed of appointment, appoint one or more persons to be the Administrator of any Chargor at any time:
- (a) when an Event of Default is continuing;
 - (b) after being requested to do so by the relevant Chargor;
 - (c) after any application having been made to the court for an administration order under the Insolvency Act;
 - (d) after any person having ceased to be an Administrator as a result of any event specified in paragraph 90 of Schedule B1 to the Insolvency Act; or
 - (e) after any notice of intention to appoint an Administrator having been given by any person or persons entitled to make such appointment under the Insolvency Act.
- 14.3 Where any such appointment is made at a time when an Administrator continues in office, the Administrator shall act either jointly or concurrently with the Administrator previously appointed hereunder, as the appointment specifies.
- 14.4 Subject to any applicable order of the Court, the Security Agent may replace any Administrator, or seek an order replacing the Administrator, in any manner allowed by the Insolvency Act.
- 14.5 Where the Administrator was appointed by the Security Agent under paragraph 14 of Schedule B1 to the Insolvency Act, the Security Agent may, by notice in writing to the relevant Chargor, replace the Administrator in accordance with paragraph 92 of Schedule B1 to the Insolvency Act.
- 14.6 Every such appointment shall take effect at the time and in the manner specified by the Insolvency Act.

- 14.7 If at any time and by virtue of any such appointment(s) any two or more persons shall hold office as Administrators of the same assets or income, such Administrators may act jointly or concurrently as the appointment specifies so that, if appointed to act concurrently, each one of such Administrators shall be entitled (unless the contrary shall be stated in any of the deed(s) or other instrument(s) appointing them) to exercise all the functions conferred on an Administrator by the Insolvency Act.
- 14.8 Every such instrument, notice or deed of appointment, and every delegation or appointment by the Security Agent in the exercise of any right to delegate its powers herein contained, may be made in writing under the hand of any manager or officer of the Security Agent or any other authorised person or of any Delegate.
- 14.9 Every Administrator shall have all the powers of an administrator under the Insolvency Act.
- 14.10 In exercising its functions hereunder and under the Insolvency Act, the Administrator acts as agent of the relevant Chargor in respect of which it has been appointed and does not act as agent of the Security Agent.
- 14.11 Every Administrator shall be entitled to remuneration for its services in the manner fixed by or pursuant to the Insolvency Act or the Insolvency Rules.

15 RECEIVER

- 15.1 None of the restrictions imposed by the Law of Property Act in relation to the appointment of receivers or the giving of notice or otherwise shall apply. At any time and from time to time upon or after request by any Chargor or if an Event of Default is continuing, the Security Agent may (subject to any relevant provisions of the Insolvency Act), without notice or further notice to the relevant Chargor, and in addition to all statutory and other powers of appointment or otherwise, by any instrument or deed signed under the hand of any manager or officer of the Security Agent or any other authorised person or of any Delegate, appoint such person or persons (including an officer or officers of the Security Agent) as it thinks fit to be Receiver or Receivers (to act jointly and/or severally as the Security Agent may specify in the appointment) of all or any part of the Charged Assets, so that each one of such Receivers shall be entitled (unless the contrary shall be stated in any deed(s) or other instrument(s) appointing them) to exercise individually all the powers and discretions conferred on the Receivers. If any Receiver is appointed of only part of the Charged Assets, references to the rights conferred on a Receiver by any provision of this Deed shall be construed as references to that part of the Charged Assets or any part thereof.
- 15.2 The Security Agent may appoint any Receiver on any terms the Security Agent thinks fit. The Security Agent may by any instrument or deed signed under the hand of any manager or officer of the Security Agent or any other authorised person or any Delegate (subject to section 45 and section 62 of the Insolvency Act) remove a Receiver appointed by it whether or not appointing another in its place, and may also appoint another Receiver to act with any other Receiver or to replace any Receiver who resigns, retires or otherwise ceases to hold office.
- 15.3 The exclusion of any part of the Charged Assets from the appointment of any Receiver shall not preclude the Security Agent from subsequently extending its appointment (or that of the Receiver replacing it) to that part or appointing another Receiver over any other part of the Charged Assets.

- 15.4 Any Receiver shall, so far as the law permits, be the agent of the relevant Chargor and (subject to any restriction or limitation imposed by applicable law) the relevant Chargor shall be solely responsible for its remuneration and its acts, omissions or defaults and solely liable on any contracts or engagements made, entered into or adopted by it and any losses, liabilities, costs, charges and expenses incurred by it; and in no circumstances whatsoever shall the Security Agent be in any way responsible for or incur any liability in connection with any Receiver's acts, omissions, defaults, contracts, engagements, losses, liabilities, costs, charges, expenses, misconduct, negligence or default. If a liquidator of the relevant Chargor is appointed, the Receiver shall act as principal and not as agent for the Security Agent.
- 15.5 The Security Agent may (subject to section 36 of the Insolvency Act 1986) determine the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Law of Property Act 1925) shall not apply to this Deed.
- 15.6 Any Receiver may be invested by the Security Agent with such powers, authorities and discretions exercisable by the Security Agent under this Deed as the Security Agent may think fit. Without prejudice to the generality of the foregoing, any Receiver shall (subject to any restrictions in its appointment) have in relation to the Charged Assets, in each case in the relevant Chargor's name or its own name and on such terms and in such manner as it sees fit, all the rights referred to in Schedule 1 (and, where applicable, Schedule 2) of the Insolvency Act; all rights of the Security Agent under this Deed; all the rights conferred by the Law of Property Act on mortgagors, mortgagees in possession and receivers appointed under the Law of Property Act; all rights of an absolute beneficial owner including rights to do or omit to do anything the relevant Chargor itself could do or omit to do; and all rights to do all things the Receiver considers necessary, desirable or incidental to any of its rights or exercise thereof including the realisation of any Charged Assets and getting in of any Assets which would when got in be Charged Assets.
- 15.7 The Security Agent shall not (save only to the extent caused by its own fraud, gross negligence or wilful default) be liable for any losses or damages arising from any exercise of its authorities, powers or discretions by any Receiver.
- 15.8 The Security Agent may from time to time and at any time require any Receiver to give security for the due performance of its duties as such Receiver and may fix the nature and amount of the security to be so given but the Security Agent shall not be bound in any case to require any such security.

16 APPLICATION OF MONEYS

16.1 Order of Application

All monies received or recovered by the Security Agent or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the Law of Property Act) be applied in accordance with the terms of the Amended and Restated Facilities Agreement.

16.2 New account

If the Security Agent receives or is deemed to be affected by notice (actual or constructive) of any Security Interest or any other interest affecting any Charged Asset or if an Insolvency Event occurs in relation to any Chargor:

- (a) the Security Agent may open a new account or accounts with or on behalf of the relevant Chargor (whether or not it allows any existing account to continue) and, if it does not, it shall nevertheless be deemed to have done so at the time it received or was deemed to have received such notice or at the time that the Insolvency Event occurred; and
- (b) all payments made by the relevant Chargor to the Security Agent after the Security Agent received or is deemed to have received such notice or after such Insolvency Event occurred shall be credited or deemed to have been credited to the new account or accounts, and in no circumstances whatsoever shall operate to reduce the Secured Liabilities as at the time the Security Agent received or was deemed to have received such notice or as at the time that such Insolvency Event occurred until such time as such amounts are sufficient to discharge the Secured Liabilities in full, at which part they shall be so applied.

16.3 Section 109(8) of the Law of Property Act shall not apply in relation to any Receiver.

17 PROTECTION OF THIRD PARTIES

- 17.1 Without prejudice to any other provision of this Deed, the Secured Liabilities shall become due for the purposes of section 101 of the Law of Property Act, and the statutory powers of sale and enforcement and of appointing a Receiver which are conferred upon the Security Agent (as varied and extended by this Deed) and all other rights of a mortgagee conferred by the Law of Property Act shall in favour of any purchaser be deemed to arise and be exercisable, immediately after the execution of and in accordance with this Deed.
- 17.2 No purchaser from, or other person dealing with, the Security Agent, any Receiver or any Delegate shall be concerned to enquire whether any event has happened upon which any of the rights which they have exercised or purported to exercise under or in connection with this Deed, the Law of Property Act or the Insolvency Act has arisen or become exercisable, whether the Secured Liabilities remain outstanding, whether any event has happened to authorise the Security Agent, any Receiver or any Delegate to act, or whether the Receiver is authorised to act, whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with, or otherwise as to the propriety, regularity or validity of the exercise or purported exercise of any such right or as to the application of any moneys borrowed or raised or other realisation proceeds; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters and the protections contained in sections 104 to 107 of the Law of Property Act, section 42(3) Insolvency Act or any other legislation from time to time in force shall apply to any person purchasing from or dealing with a Receiver, the Security Agent or any Delegate.
- 17.3 The receipt of the Security Agent or the Receiver or any Delegate shall be an absolute and conclusive discharge to a purchaser or such person and shall relieve it of any obligation to see to the application of any moneys paid to or by the direction of the Security Agent or the Receiver.
- 17.4 In Clauses 17.1 (*Protection of Third Parties*) to 17.3 (*Protection of Third Parties*) (inclusive) above, "purchaser" includes any person acquiring a lease of or Security Interest over, or any other interest or right whatsoever in respect of, any Charged Assets.

18 SECURITY AGENT PROVISIONS

- (a) The Security Agent executes this Deed in the exercise of the rights, powers and authority conferred and vested in it under the Amended and Restated Facilities Agreement and any other Finance Document for and on behalf of the Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Deed in the manner provided for in the Amended and Restated Facilities Agreement and, in so acting, it shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Amended and Restated Facilities Agreement and the other Finance Documents.
- (b) The Security Agent shall owe no fiduciary duties to any party to this Deed or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Deed, in acting under and in accordance with this Deed the Security Agent is entitled to seek instructions from the relevant Finance Parties in accordance with the provisions of the Amended and Restated Facilities Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

19 CONSENTS, VARIATIONS, WAIVERS AND RIGHTS

- 19.1 No consent or waiver in respect of any provision of this Deed shall be effective unless and until it is agreed in writing duly executed by or on behalf of the Security Agent or, in the case of any variations and amendments only, by or on behalf of the Security Agent and each Chargor. Any consent or waiver by the Security Agent under this Deed may be given subject to any conditions the Security Agent (acting reasonably) thinks fit and shall be effective only in the instance and for the purpose for which it is given.
- 19.2 No failure to exercise, nor any delay in exercising, on the part of the Security Agent or any Receiver, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Security Agent or any Receiver shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

20 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

21 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

22 THIRD PARTIES

- 22.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- 22.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 22.3 Any Receiver, Administrator or Delegate described in this Deed may, subject to this Clause 22 (*Third Parties*) and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

23 CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Security Agent or any Receiver of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24 PRESERVATION OF SECURITY

24.1 Reinstatement

- (a) If any payment by a Chargor or any discharge or release given by a Secured Party (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (i) (the liability of that Chargor and the relevant security shall continue as if the payment, discharge, release, avoidance or reduction had not occurred; and
 - (ii) the relevant Secured Party shall be entitled to recover the value or amount of that security or payment from that Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

- 24.2 The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

24.3 Waiver of defences

None of the obligations of any Chargor under this Deed or any Transaction Security will be affected by any act, omission, matter or thing (whether or not known to any Chargor or any Secured Party) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

- (a) any time, waiver, release or consent granted to, or composition with, any Chargor or any other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group or any other person;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over the assets of, any Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (e) any amendment (however fundamental and including any amendment that may increase the liability of an Obligor) or replacement of a Finance Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

24.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from or enforcing against any Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

24.5 Deferral of Chargors' rights

- (a) Until all the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance (or a claim for performance) by it of its obligations under the Finance Documents (except to the extent expressly permitted under the Amended and Restated Facilities Agreement):
 - (i) to be indemnified by an Obligor;
 - (ii) to claim any contribution from any guarantor of any Obligor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring an Obligor to make any payment, or perform any obligation, in respect of which the relevant Chargor has given a guarantee, undertaking or indemnity under the Finance Documents;
 - (v) to exercise any right of set-off against an Obligor;

- (vi) to exercise any right of quasi-retainer or other analogous equitable right; and/or
 - (vii) to claim or prove as a creditor of an Obligor in competition with the Secured Parties.
- (b) If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by an Obligor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Secured Parties or as the Secured Parties may direct.

24.6 Security held by Chargor

No Chargor shall, without the prior consent of the Security Agent, hold or otherwise take the benefit of any Security from any other Obligor in respect of that Chargor's liability under this Deed. Each Chargor will hold any Security and the proceeds thereof held by it in breach of this provision on trust for the Security Agent.

25 FURTHER ADVANCES

Subject to the terms of the Finance Documents, each Secured Party is under an obligation to make further advances or other financial accommodation to the Borrowers. Such obligation will be deemed incorporated into this Deed as if set out in it.

26 ASSIGNMENT

- 26.1 No Chargor shall (whether by way of security or otherwise howsoever) be entitled to assign, grant an equitable interest in or transfer and declare itself a trustee of all or any of its rights, interests or obligations under this Deed (save with respect to its rights and benefits which shall be assigned or to be assigned to the Security Agent under this Deed).
- 26.2 The Security Agent may assign or transfer all or any of its rights and obligations under this Deed in accordance with the Finance Documents to which it is a party.

27 NOTICES

The provisions of Clause 35 (*Notices*) of the Amended and Restated Facilities Agreement apply to this Deed.

28 GOVERNING LAW AND JURISDICTION

28.1 Governing law

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

28.2 Jurisdiction

- (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 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 28.2 (Jurisdiction) is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

28.3 Service of Process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Chargor not incorporated in England and Wales irrevocably appoints HC-One Finco Limited of Southgate House, Archer Street, Darlington, County Durham DL3 6AH as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, each Chargor to which sub-Clause (a) applies must immediately (and in any event within 15 days of such event taking place) appoint another agent on terms acceptable to the Security Trustee (and, for these purposes, terms substantially similar to those appointing the original process agent shall be deemed acceptable). Failing this, the Security Trustee may appoint another agent for this purpose.
- (c) Each Chargor hereby irrevocably and unconditionally agrees that:
 - (i) failure by any process agent to give notice of process served on it shall not impair the validity of such service or of any judgement based on that service; and
 - (ii) nothing in this Deed shall affect the right to serve process in any other manner.

SCHEDULE 1 – THE CHARGORS

	Company Name	Jurisdiction	Company Number
1.	HC-One Finco Limited (f/k/a FC Skyfall (UK) Financeco Limited)	England and Wales	13256022
2.	HC-One Holdings Limited (f/k/a FC Skyfall (UK) Holdings Limited)	England and Wales	13260641
3.	HC-One Management Limited	England and Wales	13369844
4.	HC-One Upper Midco Limited (f/k/a FC Skyfall Upper Midco Limited)	England and Wales	09089978
5.	HC-One Properties Group Limited (f/k/a FC Skyfall (UK) Properties Group Limited)	England and Wales	13264322
6.	HC-One No.1 Limited (f/k/a HC-One Oval Limited)	England and Wales	10257888
7.	HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall BidCo Limited)	England and Wales	09090271
8.	HC-One Properties 4 Limited (f/k/a FC Skyfall TA Limited)	England and Wales	09760756
9.	HC-One Properties 1 Limited (f/k/a FC Skyfall (UK) Properties Limited)	England and Wales	13266361
10.	HC-One Properties 5 Limited (f/k/a Meridian Healthcare Limited)	England and Wales	01952719
11.	HC-One Intermediate Holdco 2 Limited (f/k/a FC Beamish BidCo Ltd)	England and Wales	10513156
12.	HC-One No.2 Limited (f/k/a HC-One Beamish Limited)	England and Wales	05217764
13.	HC-One No.4 Limited (f/k/a HC-One Beamish Homecare Limited)	England and Wales	07179086
14.	HC-One Limited	England and Wales	07712656
15.	HC-One (NHP5) Limited (f/k/a Libra Careco CH2 PropCo Limited)	England and Wales	05555758
16.	HC-One (NHP6) Limited (f/k/a Libra Careco CH3 PropCo Limited)	England and Wales	05579560

17.	HC-One (NHP1) Limited (f/k/a Libra Careco Investments 1 Limited)	England and Wales	05296579
18.	HC-One (NHP7) Limited (f/k/a NHP Management Limited)	England and Wales	03288142
19.	HC-One (NHP8) Limited (f/k/a NHP Securities No. 2 Limited)	England and Wales	03287983
20.	HC-One (NHP3) Limited (f/k/a NHP Securities No. 1 Limited)	England and Wales	03103526
21.	HC-One (NHP4) Limited (f/k/a Care Homes No.2 (Cayman) Limited)	Cayman Islands	84926
22.	HC-One (NHP2) Limited (f/k/a Care Homes No.3 Limited)	Cayman Islands	91881
23.	HC-One Intermediate Holdco 3 Limited (f/k/a FC Oval Bidco Limited)	Cayman Islands	324496
24.	HC-One Holdco 3 Limited (f/k/a FC Skyfall Holdco 3 Limited)	Cayman Islands	325582
25.	HC-One Intermediate Holdco 4 Limited (f/k/a Libra Intermediate HoldCo Limited)	Jersey	108797
26.	HC-One Properties 2 Limited (f/k/a FC Skyfall IOM Properties Limited)	Isle of Man	014577V
27.	HC-One Properties 3 Limited (f/k/a HC-One Beamish Properties Limited)	Isle of Man	004486V

SCHEDULE 2 – SPECIFIC ASSETS

PART I – REAL PROPERTY

In respect of the title numbers marked with an asterisk (*), this Deed shall not be required to be registered at the Land Registry against such Real Property in England and Wales unless the Security Agent has given written notice to the Chargors to do so following (i) an Event of Default that is continuing or (ii) the expiry of twelve months following from the Effective Date (as defined in the Amended and Restated Facilities Agreement).

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
1.	YY83787	Leasehold	Aberford Hall Care Home	Aberford Hall Care Home, Oakwood Green, Leeds (LS8 2QU)	HC-One Limited
2.	WYK510482	Freehold	Aberford Hall Care Home	Aberford Hall Care Home, Oakwood Green, Leeds (LS8 2QU)	HC-One Properties 2 Limited
3.	CYM709801	Leasehold	Abermill Care Home	Abermill Care Home, Thomas Street, Abertridwr, Caerphilly (CF83 4AY)	HC-One Limited
4.	CYM717965	Leasehold	Abermill Care Home	Abermill Care Home, Thomas Street, Abertridwr, Caerphilly (CF83 4AY)	HC-One Properties 2 Limited
5.	CYM709759	Leasehold	Aberpennar Court Care Home	Aberpennar Court Care Home, Windsor Road, Mountain Ash (CF45 3BH)	HC-One Limited
6.	CYM717970	Leasehold	Aberpennar Court Care Home	Aberpennar Court Care Home, Windsor Road, Mountain Ash (CF45 3BH)	HC-One Properties 2 Limited
7.	YY83732	Leasehold	Acacia Court Retirement Home	Acacia Court Retirement Home, Crawshaw Hill, Pudsey (LS28 7BW)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
8.	YY88633	Leasehold	Acacia Court Retirement Home	Acacia Court Retirement Home, Crawshaw Hill, Pudsey (LS28 7BW)	HC-One Properties 2 Limited
9.	ND158868	Leasehold	Acomb Court	Land lying to the south of Hexham General Hospital, Maidens Walk, Hexham	HC-One NO.2 Limited
10.	ND189684	Leasehold	Acomb Court	Acomb Court, Maidens Walk, Hexham (NE46 1EN)	HC-One Properties 3 Limited
11.	CH661403	Leasehold	Acorn Hollow (Clarence Hse) overlap with Avandale Lodge	Acorn Hollow Care Home 419 and Avondale Lodge, Manchester Road, Lostock Gralam, Northwich (CW9 7QA)	HC-One Properties 2 Limited
12.	CH658483	Leasehold	Acorn Hollow Care Home, (Clarence Hse) overlap with Avandale Lodge	Acorn Hollow Care Home, 419 Manchester Road, Lostock Gralam, Northwich (CW9 7QA)	HC-One Limited
13.	AA33109	Leasehold	Admirals Reach Nursing Home	Admirals Reach Care Home, Ridgewell Avenue, Chelmsford (CM1 2GA)	HC-One NO.1 Limited
14.	EX530152	Freehold	Admirals Reach Nursing Home	Admirals Reach Nursing Home, Ridgewell Avenue, Chelmsford (CM1 2GA)	HC-One Properties 1 Limited
15.	LL409219	Leasehold	Altham Court Care Home	Altham Court Care Home, Altham Terrace, Lincoln (LN6 7SP)	HC-One NO.1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
16.	LL22789	Freehold	Altham Court Care Home	Altham Court Care Home, Altham Terrace, Lincoln (LN6 7SP)	HC-One Properties 1 Limited
17.	LL54187	Freehold	Altham Court Care Home	Land on the South West side of Altham Terrace, Lincoln	HC-One Properties 1 Limited
18.	MAN291931	Leasehold	Appleton Lodge Care Home	Appleton Lodge Care Home, Lingard Lane, Bredbury Park Industrial Estate, Bredbury, Stockport (SK6 2QT)	HC-One Limited
19.	MAN296926	Leasehold	Appleton Lodge Care Home	Appleton Lodge Care Home, Lingard Lane, Bredbury Park Industrial Estate, Bredbury, Stockport (SK6 2QT)	HC-One Properties 2 Limited
20.	MAN384262	Leasehold	Appleton Manor Care Home	Appleton Manor Care Home, Lingard Lane, Bredbury Park Industrial Estate, Bredbury, Stockport (SK6 2QT)	HC-One Limited
21.	MAN297120	Leasehold	Appleton Manor Care Home	Appleton Manor Care Home, Lingard Lane, Bredbury Park Industrial Estate, Bredbury, Stockport (SK6 2QT)	HC-One Properties 4 Limited
22.	SYK649473	Leasehold	Ascot Lodge Care Home	Ascot Lodge Care Home, 48a Newlands Road, Sheffield (S12 2FZ)	HC-One Limited
23.	SYK652397	Leasehold	Ascot Lodge Care Home	Ascot Lodge Care Home, 48a Newlands Road, Sheffield (S12 2FZ)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
24.	MM86875	Leasehold	Ash Grange Care Home (The Valley)	Ash Grange Care Home, 80 Valley Road, Walsall (WS3 3ER)	HC-One Limited
25.	MM91159	Leasehold	Ash Grange Care Home (The Valley)	Ash Grange Care Home, 80 Valley Road, Walsall (WS3 3ER)	HC-One Properties 2 Limited
26.	AGL542004	Leasehold	Ash Grove Care Home	Ashgrove Care Home, Fir Tree Road, Hounslow (TW4 7HH)	HC-One Limited
27.	AGL419879	Leasehold	Ash Grove Care Home	Ash Grove Care Home, Fir Tree Road, Hounslow (TW4 7HH)	HC-One Properties 4 Limited
28.	TY546243	Leasehold	Ashbourne Lodge Care Home	Ashbourne Lodge Care Home, The Cedars, Sunderland (SR2 7TW)	HC-One Limited
29.	TY548648	Leasehold	Ashbourne Lodge Care Home	Ashbourne Lodge Care Home, The Cedars, Sunderland (SR2 7TW)	HC-One Properties 2 Limited
30.	ND96131	Freehold	Ashington Grange Care Home	Ashington Grange Care Home, Moor House Lane, Ashington (NE63 9LJ)	HC-One Properties 2 Limited
31.	ND188537	Leasehold	Ashington Grange Care Home & Moorhouse Farm Care Home	Ashington Grange Care Home & Moorhouse Farm Care Home, Moorhouse Lane, Ashington (NE63 9LJ)	HC-One Limited
32.	TY548649	Leasehold	Ashton Grange	Ashton Grange, St Lukes Road, Sunderland (SR4 6QU)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
33.	TY546235	Leasehold	Ashton Grange	Ashton Grange, St Lukes Road, Sunderland (SR4 6QU)	HC-One Limited
34.	MAN384263*	Leasehold	Ashton View Care Home	Ashton View Care Home, Wigan Road, Ashton In Makerfield, Wigan (WN4 9BJ)	HC-One Limited
35.	MAN296980*	Leasehold	Ashton View Care Home	Ashton View Care Home, Wigan Road, Ashton In Makerfield, Wigan (WN4 9BJ)	HC-One Properties 4 Limited
36.	DY557212	Leasehold	Aspen Court Care Home	Aspen Court Care Home, Aspen Drive, Spondon, Derby (DE21 7SG)	HC-One NO.1 Limited
37.	DY200049	Freehold	Aspen Court Care Home	Aspen Court Care Home, Aspen Drive, Spondon, Derby (DE21 7SG)	HC-One Properties 1 Limited
38.	AGL411743	Leasehold	Aston House Care Home	Aston House Care Home, 26 Angel Lane, Hayes (UB3 2QX)	HC-One Limited
39.	AGL419839	Leasehold	Aston House Care Home	Aston House Care Home, 26 Angel Lane, Hayes (UB3 2QX)	HC-One Properties 2 Limited
40.	YY158887	Leasehold	Augustus Court	Augustus Court, Church Gardens, Garforth, Leeds (LS25 1HG)	HC-One Limited
41.	MAN384264	Leasehold	Avalon Park Nursing Home	Avalon Park Nursing Home, Dove Street, Oldham (OL4 5HG)	HC-One Limited
42.	GM541809	Freehold	Avalon Park Nursing Home	Avalon Park Nursing Home, Dove Street, Oldham (OL4 5HG)	HC-One Properties 4 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
43.	GM668063	Leasehold	Avalon Park Nursing Home	Avalon Park Nursing Home, Dove Street, Oldham (OL4 5HG)	HC-One Properties 4 Limited
44.	MAN384265	Leasehold	Averill House (Balmoral House) and Brookdale (Buckingham)	Averill House Care Home and Brookdale View Care House Averill Street, Manchester (M40 1PF)	HC-One Limited
45.	GM690223	Freehold	Averill House (Balmoral Hse) and Brookdale View Care Home (Buckingham)	Averill House Care Home and Brookdale View Care House Averill Street, Manchester (M40 1PF)	HC-One Properties 4 Limited
46.	WT460574	Leasehold	Avon Court Care Home	Avon Court Care Home, St Francis Avenue, Chippenham (SN15 2SE)	HC-One NO.1 Limited
47.	WT95702	Freehold	Avon Court Care Home	Avon Court Care Home, St Francis Avenue, Chippenham (SN15 2SE)	HC-One Properties 1 Limited
48.	LAN252852	Leasehold	Bank House	Bank House Care Home, Shard Road, Hambleton, Poulton-Le-Fylde (FY6 9BU)	HC-One NO.1 Limited
49.	LA626832	Freehold	Bank House	Land adjoining Bank House, Shard Road, Hambleton, Poulton-Le-Fylde (FY6 9BU)	HC-One Properties 1 Limited
50.	LA605984	Freehold	Bank House	Bank House, Shard Road, Hambleton (FY6 9BU)	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
51.	DY512643	Leasehold	Bankwood Care Home	Bankwood Care Home, Duffield Bank, Duffield, Belper (DE56 4BG)	HC-One Limited
52.	DY305589	Freehold	Bankwood Care Home	Bankwood Care Home, Duffield Bank, Duffield, Belper (DE56 4BG)	HC-One Properties 2 Limited
53.	DU362267	Leasehold	Beaconsfield Court Care Home	Beaconsfield Court Care Home, Galgate, Barnard Castle (DL12 8ES)	HC-One Limited
54.	DU363594	Leasehold	Beaconsfield Court Care Home	Beaconsfield Court Care Home, Galgate, Barnard Castle (DL12 8ES)	HC-One Properties 2 Limited
55.	NT529584	Leasehold	Beauvale Care Home	Beauvale Care Home, Moor Lane, Bingham, Nottingham (NG13 8AS)	HC-One Limited
56.	NT531814	Leasehold	Beauvale Care Home	Beauvale Care Home, Moor Lane, Bingham, Nottingham (NG13 8AS)	HC-One Properties 2 Limited
57.	MS643492	Leasehold	Bellefield Care Home	Bellefield Care Home, 42 Aysgarth Avenue, Liverpool (L12 8QT)	HC-One Limited
58.	MS646915	Leasehold	Bellefield Care Home	Bellefield Care Home, 42 Aysgarth Avenue, Liverpool (L12 8QT)	HC-One Properties 2 Limited
59.	NT529583	Leasehold	Berry Hill Care Home	Berry Hill Care Home, Berry Hill Lane, Mansfield (NG18 4JR)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
60.	NT531817	Leasehold	Berry Hill Care Home	Berry Hill Care Home, Berry Hill Lane, Mansfield (NG18 4JR)	HC-One Properties 2 Limited
61.	DU362268*	Leasehold	Bishopsgate Lodge Care Home	Bishopsgate Lodge Care Home, 15 Hexham Street, Bishop Auckland (DL14 7PU)	HC-One Limited
62.	DU363595*	Leasehold	Bishopsgate Lodge Care Home	Bishopsgate Lodge Care Home, 15 Hexham Street, Bishop Auckland (DL14 7PU)	HC-One Properties 2 Limited
63.	MM86871	Leasehold	Brandon House Care Home	Brandon House Care Home, 140 Old Church Road, Coventry (CV6 7ED)	HC-One Limited
64.	MM91167	Leasehold	Brandon House Care Home	Brandon House Care Home, 140 Old Church Road, Coventry (CV6 7ED)	HC-One Properties 2 Limited
65.	SF671650	Leasehold	Branston Court Care Home	Branston Court Care Home, Branston Road, Burton-On-Trent (DE14 3DB)	HC-One NO.1 Limited
66.	SF426163	Freehold	Branston Court Care Home	Branston Court Care Home, Branston Road, Burton-On-Trent (DE14 3DB)	HC-One Properties 1 Limited
67.	HS387622*	Leasehold	Bridgewater Park Residential Home	Bridgewater Park Residential Home, Bridgewater Road, Scunthorpe (DN17 1SN)	HC-One Limited
68.	HS388556*	Leasehold	Bridgewater Park Residential Home	Bridgewater Park Residential Home, Bridgewater Road, Scunthorpe (DN17 1SN)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
69.	CE250730	Leasehold	Brierton Lodge Nursing Home	Brierton Lodge Care Home, Brierton Lane, Hartlepool (TS25 5DP)	HC-One NO.1 Limited
70.	CE132044	Leasehold	Brierton Lodge Nursing Home	Brierton Lodge Nursing Home, Brierton Lane, Hartlepool (TS25 5DP)	HC-One Properties 1 Limited
71.	CE147094	Leasehold	Brierton Lodge Nursing Home	Land on the south-east side of Brierton Lodge Nursing Home, Brierton Lane, Hartlepool (TS25 5DP)	HC-One Properties 1 Limited
72.	SF625361	Leasehold	Brindley Court Care Home	Brindley Court Care Home, Station Street, Stoke-On-Trent (ST6 4ND)	HC-One Limited
73.	SF628043	Leasehold	Brindley Court Care Home	Brindley Court Care Home, Station Street, Stoke-On-Trent (ST6 4ND)	HC-One Properties 2 Limited
74.	MS692368	Leasehold	Broad oak Manor Nursing Home	Broad oak Manor Care Home, Mulcrow Close, Parr, St Helens (WA9 1HB)	HC-One NO.1 Limited
75.	MS344319	Freehold	Broad oak Manor Nursing Home	Broad oak Manor Nursing Home, Mulcrow Close, Parr, St Helens (WA9 1HB)	HC-One Properties 1 Limited
76.	WR199665	Leasehold	Brompton House Care Home	Brompton House Care Home, Station Road, Broadway (WR12 7DE)	HC-One NO.1 Limited
77.	HW158250	Freehold	Brompton House Care Home	Brompton House Care Home, Station Road, Broadway (WR12 7DE)	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
78.	CH658464*	Leasehold	Callands Nursing Home	Callands Nursing Home, Callands Road, Callands, Warrington (WA5 9TS)	HC-One Limited
79.	CH661410*	Leasehold	Callands Nursing Home	Callands Nursing Home, Callands Road, Callands, Warrington (WA5 9TS)	HC-One Properties 2 Limited
80.	BD342807	Leasehold	Capwell Grange Nursing Home	Capwell Grange Care Home, Addington Way, Luton (LU4 9GR)	HC-One NO.1 Limited
81.	BD188566	Freehold	Capwell Grange Nursing Home	Capwell Nursing Home, Addington Way, Luton (LU4 9GR)	HC-One Properties 1 Limited
82.	YY156651*	Leasehold	Carr Gate Nursing Home	Carr Gate Nursing Home, Lawns Lane, Carr Gate, Wakefield (WF2 0QU)	HC-One Limited
83.	WYK325192*	Freehold	Carr Gate Nursing Home	Carr Gate Nursing Home, Lawns Lane, Carr Gate, Wakefield (WF2 0QU)	HC-One Properties 4 Limited
84.	LT490732	Leasehold	Cedar Court Care Home and Magna Care Home	Cedar Court Care Home and Magna Care Home, 27-29 Long Street, Wigston (LE18 2BP)	HC-One Limited
85.	LT493532	Leasehold	Cedar Court Care Home and Magna Care Home	Cedar Court Care Home, 27-29 Long Street, Wigston (LE18 2BP)	HC-One Properties 2 Limited
86.	AGL542012	Leasehold	Cedar House Care Home	Cedar House Care Home, 39 High Street, Harefield, Uxbridge (UB9 6EB)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
87.	AGL81832	Freehold	Cedar House Care Home	Cedar House Care Home, 39 High Street, Harefield, Uxbridge (UB9 6EB)	HC-One Properties 4 Limited
88.	HP806069	Leasehold	Chandlers Ford Care Home	Chandlers Ford Care Home, 88 Winchester Road, Chandler's Ford, Eastleigh (SO53 2DR)	HC-One Limited
89.	HP387565	Freehold	Chandlers Ford Care Home	Chandlers Ford Care Home, 88 Winchester Road, Chandler's Ford, Eastleigh (SO53 2DR)	HC-One Properties 2 Limited
90.	SF669585	Leasehold	Chaseview Care Home	Chaseview Care Home, Water Street, Burntwood (WS7 1AW)	HC-One Limited
91.	SF628053	Leasehold	Chaseview Care Home	Chaseview Care Home, Water Street, Burntwood (WS7 1AW)	HC-One Properties 4 Limited
92.	TGL571729*	Leasehold	Chaseview Residential & Nursing Home	Chaseview Care Home, Dagenham Road, Rush Green, Romford (RM7 0XY)	HC-One NO.1 Limited
93.	EGL348081*	Freehold	Chaseview Residential & Nursing Home	Land on the east side of Dagenham Road, Dagenham	HC-One Properties 1 Limited
94.	EGL342888*	Freehold	Chaseview Residential & Nursing Home	Chaseview Residential & Nursing Home, Dagenham Road, Rush Green, Romford (RM7 0XY)	HC-One Properties 1 Limited
95.	MAN291716	Leasehold	Chorlton Place Care Home	Chorlton Place Care Home, 290 Wilbraham Road, Manchester (M16 8LT)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
96.	GM29209	Freehold	Chorlton Place Care Home (Trafalgar House)	Chorlton Place Care Home, 290 Wilbraham Road, Manchester (M16 8LT)	HC-One Properties 2 Limited
97.	CYM709760*	Leasehold	Church View Care Home (Silverdale)	Churchview Care Home, 13 St Martins Road, Caerphilly (CF83 1EF)	HC-One Limited
98.	CYM717979*	Leasehold	Church View Care Home, (Silverdale)	Churchview Care Home, 13 St Martins Road, Caerphilly (CF83 1EF)	HC-One Properties 2 Limited
99.	SY880605	Leasehold	Clare House Care Home (Walton on Thames), Adelaide House	Adelaide House Care Home, 36 Hersham Road, Walton-On-Thames (KT12 1JJ)	HC-One NO.1 Limited
100.	SY612204	Freehold	Clare House Care Home (Walton on Thames), Adelaide House	Adelaide House, 36 Hersham Road, Walton-On-Thames (KT12 1JJ)	HC-One Properties 1 Limited
101.	HS403875	Leasehold	Clarendon Hall	Clarendon Hall, 19 Church Avenue, Humberston, Grimsby (DN36 4DA)	HC-One Limited
102.	HS141792	Freehold	Clarendon Hall	19 Church Avenue, Humberston, Grimsby (DN36 4DA)	HC-One Properties 4 Limited
103.	CU328737	Leasehold	Cold Springs Park Care Home	Cold Springs Park Care Home, Cold Springs Park, Penrith (CA11 8EY)	HC-One NO.1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
104.	CU35087	Freehold	Cold Springs Park Care Home	Cold Springs Park Care Home, Cold Springs Park, Penrith (CA11 8EY)	HC-One Properties 1 Limited
105.	YY158863	Leasehold	Colton Lodges Care Home	Colton Lodges Care Home, 2 Northwood Gardens, Colton, Leeds (LS15 9HH)	HC-One NO.1 Limited
106.	WYK532178	Freehold	Colton Lodges Care Home	2 Northwood Gardens, Colton, Leeds (LS15 9HH)	HC-One Properties 1 Limited
107.	ESX414727	Leasehold	Coppice Court Nursing Home	Coppice Court Care Home, 220 Willingdon Road, Eastbourne (BN21 1XR)	HC-One NO.1 Limited
108.	ESX204834	Freehold	Coppice Court Nursing Home	Coppice Court Nursing Centre, 220 Willingdon Road, Eastbourne (BN21 1XR)	HC-One Properties 1 Limited
109.	MS643450*	Leasehold	County Homes Care Home	County Homes Care Home, 40 New Hey Road, Wirral (CH49 5LE)	HC-One Limited
110.	MS63793*	Freehold	County Homes Care Home	County Homes Care Home, 40 New Hey Road, Wirral (CH49 5LE)	HC-One Properties 2 Limited
111.	CYM709858	Leasehold	Cwrt Clwydi Gwyn Care Home	Cwrt Clwydi Gwyn Care Home, New Road, Skewen, Neath (SA10 6YA)	HC-One Limited
112.	CYM717980	Leasehold	Cwrt Clwydi Gwyn Care Home	Cwrt Clwydi Gwyn Care Home, New Road, Skewen, Neath (SA10 6YA)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
113.	MAN387525	Leasehold	Daisy Nook House	Daisy Nook House Care Home, Bamburgh Drive, Ashton- Under-Lyne (OL7 9SX)	HC-One Limited
114.	GM737949	Freehold	Daisy Nook House	Daisy Nook Retirement Home, Bamburgh Drive, Ashton- Under-Lyne (OL7 9SX)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
115.	MS643479	Leasehold	Dale Park Care Home	Dale Park Care Home, 221 Meols Cop Road, Southport (PR8 6JU)	HC-One Limited
116.	MS132292	Freehold	Dale Park Care Home	Dale Park Care Home, 221 Meols Cop Road, Southport (PR8 6JU)	HC-One Properties 2 Limited
117.	CH661411	Leasehold	Daneside Court Care Home and Daneside Mews Care Home	Daneside Court Care Home & Daneside Mews Care Home, Chester Way, Northwich (CW9 5JA)	HC-One Properties 2 Limited
118.	CH658469	Leasehold	Daneside Court Care Home and Daneside Mews Care Home	Daneside Court Care Home & Daneside Mews Care Home, Chester Way, Northwich (CW9 5JA)	HC-One Limited
119.	DU362265	Leasehold	Defoe Court Care Home	Defoe Court Care Home, Defoe Crescent, Newton Aycliffe (DL5 4JP)	HC-One Limited
120.	DU363596	Leasehold	Defoe Court Care Home	Defoe Court Care Home, Defoe Crescent, Newton Aycliffe (DL5 4JP)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
121.	MM86879	Leasehold	Dingle Meadow Care Home	Dingle Meadow Care Home, Goldencrest Drive, Oldbury (B69 2DQ)	HC-One Limited
122.	MM87008	Leasehold	Dingle Meadow Care Home	Dingle Meadow Care Home, Goldencrest Drive, Oldbury (B69 2DQ)	HC-One Limited
123.	WM695824	Freehold	Dingle Meadow Care Home	Dingle Meadow Care Home, Goldencrest Drive, Oldbury (B69 2DQ)	HC-One Properties 2 Limited
124.	WM604952	Freehold	Dingle Meadow Care Home	Dingle Meadow Care Home, Goldencrest Drive, Oldbury (B69 2DQ)	HC-One Properties 2 Limited
125.	LAN252862	Leasehold	Dove Court Care Home	Dove Court Care Home, Shuttleworth Street, Burnley (BB10 1EN)	HC-One NO.1 Limited
126.	LA688389	Freehold	Dove Court Care Home	Dove Court Care Home, Shuttleworth Street, Burnley (BB10 1EN)	HC-One Properties 1 Limited
127.	MM91168	Leasehold	Dovedale Court Care Home	Dovedale Court Care Home, Holyhead Road, Wednesbury (WS10 7PZ)	HC-One Properties 2 Limited
128.	MM86920	Leasehold	Dovedale Court Nursing Home	Dovedale Court Nursing Home, Holyhead Road, Wednesbury (WS10 7PZ)	HC-One Limited
129.	TY519494	Leasehold	Eastbourne House	Eastbourne House, The Links, Whitley Bay (NE26 1PG)	HC-One NO.2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
130.	TY495749	Freehold	Eastbourne House	Eastbourne House, The Links, Whitley Bay (NE26 1PG)	HC-One Properties 3 Limited
131.	TY498724	Freehold	Eastbourne House	Land on the north west side of Eastbourne House, The Links, Whitley Bay (NE26 1QE)	HC-One Properties 3 Limited
132.	DU200839	Freehold	Eden House	Eden House, Cockton Hill Road, Bishop Auckland (DL14 6EN)	HC-One Properties 3 Limited
133.	DU342155	Leasehold	Eden House	Helen McArdle Care Ltd, Eden House, Cockton Hill Road, Bishop Auckland (DL14 6EN)	HC-One NO.2 Limited
134.	ESX414729	Leasehold	Elstree Court	Elstree Court Care Home, 64 Meads Road, Eastbourne (BN20 7QJ)	HC-One NO.1 Limited
135.	ESX194879	Freehold	Elstree Court	Elstree Court, 64 Meads Road, Eastbourne (BN20 7QJ)	HC-One Properties 1 Limited
136.	EB3602	Freehold	Elstree Court	Elstree Court, 64 Meads Road, Eastbourne (BN20 7QJ)	HC-One Properties 1 Limited
137.	TY546217	Leasehold	Falstone Court and Falstone Manor Care Home	Falstone Court & Falstone Manor Care Home, Whitburn Road, Sunderland (SR6 9NQ)	HC-One Limited
138.	TY297400	Freehold	Falstone Court and Falstone Manor Care Home	Falstone Court & Falstone Manor Care Home, Whitburn Road, Sunderland (SR6 9NQ)	HC-One Properties 2 Limited
139.	CH658572*	Leasehold	Ferndale Court Care Home	Ferndale Court Care Home, St Michaels Road, Widnes (WA8 8TF)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
140.	CH664723*	Leasehold	Ferndale Court Care Home	Ferndale Court Care Home, St Michaels Road, Widnes (WA8 8TF)	HC-One Properties 2 Limited
141.	CH706167*	Leasehold	Ferndale Mews	Ferndale Mews, St Michaels Road, Widnes (WA8 8TF)	HC-One Limited
142.	CH664686*	Leasehold	Ferndale Mews	Ferndale Mews, St Michaels Road, Widnes (WA8 8TF)	HC-One Properties 4 Limited
143.	SGL825778	Leasehold	Fieldway Nursing Home	Fieldway Care Home, 40 Tramway Path, Mitcham (CR4 4SJ)	HC-One NO.1 Limited
144.	TGL103067	Freehold	Fieldway Nursing Home	Fieldway Nursing Centre, 40 Tramway Path, Mitcham (CR4 4SJ)	HC-One Properties 1 Limited
145.	TY542301	Leasehold	Fleming Court	Fleming Court, Burdon Terrace, Newcastle Upon Tyne (NE2 3AE)	HC-One NO.2 Limited
146.	TY286250	Freehold	Fleming Court	Fleming Court, Burdon Terrace, Newcastle Upon Tyne (NE2 3AE)	HC-One Properties 3 Limited
147.	NT563578	Leasehold	Fosse Way View Care Home	18 Grantham Road, Bingham, Nottingham (NG13 8BW)	HC-One Management Limited
148.	ND163760	Leasehold	Foxton Court	Land at Morpeth Cottage Hospital, South Road, Loansdean, Morpeth (NE61 2BT)	HC-One NO.2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
149.	ND186701	Leasehold	Foxton Court	Car Parking Spaces, Morpeth Cottage Hospital, Loansdean, Morpeth (NE61 2BT)	HC-One NO.2 Limited
150.	ND119693	Freehold	Foxton Court	Morpeth Cottage Hospital, Loansdean, Morpeth (NE61 2BT)	HC-One Properties 3 Limited
151.	ND147632	Freehold	Foxton Court	Foxton Court, Morpeth Cottage Hospital, Loansdean, Morpeth (NE61 2BT)	HC-One Properties 3 Limited
152.	CYM709776	Leasehold	Glanffrwd Care Home	Glanffrwd Care Home, Coychurch Road, Pencoed, Bridgend (CF35 5LP)	HC-One Limited
153.	WA369268	Freehold	Glanffrwd Care Home	Glanffrwd Care Home, Coychurch Road, Pencoed, Bridgend (CF35 5LP)	HC-One Properties 2 Limited
154.	AA33121	Leasehold	Godden Lodge	Godden Lodge Care Home, 57 Hart Road, Thundersley, Benfleet (SS7 3GL)	HC-One NO.1 Limited
155.	EX530392	Freehold	Godden Lodge	57 Hart Road, Thundersley, Benfleet (SS7 3GL)	HC-One Properties 1 Limited
156.	DU363623	Leasehold	Grampian Court	Grampian Court, Grampian Drive, Peterlee (SR8 2LR)	HC-One NO.2 Limited
157.	DU285215	Freehold	Grampian Court	Grampian Court, Grampian Drive, Peterlee (SR8 2LR)	HC-One Properties 3 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
158.	GM737947	Freehold	Greatwood House	Greatwood House, Mancunian Road, Denton, Manchester (M34 7GX)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
159.	MAN387527	Leasehold	Greatwood House Care Home	Greatwood House Care Home, Mancunian Road, Denton, Manchester (M34 7GX)	HC-One Limited
160.	DU325749	Leasehold	Greenways Court	Greenways Court, Delves Lane, Consett (DH8 7EE)	HC-One NO.2 Limited
161.	DU307635	Freehold	Greenways Court	Greenways Court, Delves Lane, Consett (DH8 7EE)	HC-One Properties 3 Limited
162.	ESX414730	Leasehold	Grosvenor Park Care Home	Grosvenor Park Care Home, 26 Brookfield Road, Bexhill-On-Sea (TN40 1NY)	HC-One NO.1 Limited
163.	ESX146550	Freehold	Grosvenor Park Care Home	Grosvenor Park Care Home, 26 Brookfield Road, Bexhill-On-Sea (TN40 1NY)	HC-One Properties 1 Limited
164.	MAN296938	Leasehold	Guide Lane Care Centre	Guide Lane Care Centre, 232 Guide Lane, Audenshaw, Manchester (M34 5FF)	HC-One Properties 2 Limited
165.	MAN291714	Leasehold	Guide Lane Care Home	Guide Lane Care Centre, 232 Guide Lane, Audenshaw, Manchester (M34 5FF)	HC-One Limited
166.	LT490725	Leasehold	Harley Grange Care Home	Harley Grange Care Home, 25 Elms Road, Leicester (LE2 3JD)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
167.	LT493535	Leasehold	Harley Grange Care Home	Harley Grange Care Home, 25 Elms Road, Leicester (LE2 3JD)	HC-One Properties 2 Limited
168.	WT460579*	Leasehold	Harnham Croft Care Home	Harnham Croft Care Home, 76 Harnham Road, Salisbury (SP2 8JN)	HC-One NO.1 Limited
169.	WT176275*	Freehold	Harnham Croft Care Home	Harnham Croft Care Home, 76 Harnham Road, Salisbury (SP2 8JN)	HC-One Properties 1 Limited
170.	ND189685	Leasehold	Hartford Court	Hartford Court, Cumbrian Road, Cramlington (NE23 1DA)	HC-One Properties 3 Limited
171.	ND172726	Leasehold	Hartford Court	Helen McArdle Care, Cumbrian Road, Cramlington (NE23 1DA)	HC-One NO.2 Limited
172.	ESX414732	Leasehold	Haven Care Home	Haven Care Home, 29 Telscombe Cliffs Way, Telscombe Cliffs, Peacehaven (BN10 7DX)	HC-One NO.1 Limited
173.	ESX100265	Freehold	Haven Care Home	Haven Care Home, 29 Telscombe Cliffs Way, Telscombe Cliffs, Peacehaven (BN10 7DX)	HC-One Properties 1 Limited
174.	TY494827	Leasehold	Hawthorn Court	Hawthorn Court, St Aloysius View, Hebburn (NE31 1RH)	HC-One NO.2 Limited
175.	TY474518	Freehold	Hawthorn Court	Hawthorn Court, St Aloysius View, Hebburn (NE31 1RH)	HC-One Properties 3 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
176.	BM452698	Leasehold	Highclere Care Home	Highclere Care Home, 1 Chapman Avenue, Downs Barn, Milton Keynes (MK14 7NH)	HC-One NO.1 Limited
177.	BM136781	Freehold	Highclere Care Home	Highclere Care Home, 1 Chapman Avenue, Downs Barn, Milton Keynes (MK14 7NH)	HC-One Properties 1 Limited
178.	CE233670	Leasehold	Highfield Care Home, (Yarm)	Highfield Care Home, Harker Close, Yarm (TS15 9XH)	HC-One Properties 2 Limited
179.	CE232586	Leasehold	Highfield Nursing Home (Yarm)	Highfield Care Home, Harker Close, Yarm (TS15 9XH)	HC-One Limited
180.	SF671656	Leasehold	Himley Mill Nursing Home	Himley Mill Care Home, School Road, Himley, Dudley (DY3 4LG)	HC-One NO.1 Limited
181.	SF304522	Freehold	Himley Mill Nursing Home	Himley Mill Nursing Home, School Road, Himley, Dudley (DY3 4LG)	HC-One Properties 1 Limited
182.	LT490724	Leasehold	Hinckley Park Care Home	Hinckley Park Care Home, 67 London Road, Hinckley (LE10 1HH)	HC-One Limited
183.	LT493536	Leasehold	Hinckley Park Care Home	Hinckley Park Care Home, 67 London Road, Hinckley (LE10 1HH)	HC-One Properties 2 Limited
184.	MM86897	Leasehold	Hodge Hill Grange Care Home	Hodge Hill Grange Care Home, 150 Coleshill Road, Birmingham (B36 8AD)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
185.	WM387186	Freehold	Hodge Hill Grange Care Home	Hodge Hill Grange Care Home, 150 Coleshill Road, Birmingham (B36 8AD)	HC-One Properties 2 Limited
186.	CH661412	Leasehold	Hollymere House Care Home and Primrose House Care Home	Hollymere House Care Home, 72 Crewe Road, Haslington, Crewe (CW1 5QZ)	HC-One Properties 2 Limited
187.	CH658467	Leasehold	Hollymere House Care Home and Primrose House Care Home	Hollymere House Care Home and Primrose House Care Home, 72 Crewe Road, Haslington, Crewe (CW1 5QZ)	HC-One Limited
188.	DU362270	Leasehold	Jack Dormand Care Home	Jack Dormand Care Home, Fourth Street, Horden, Peterlee (SR8 4LD)	HC-One Limited
189.	DU363597	Leasehold	Jack Dormand Care Home	Jack Dormand Care Home, Fourth Street, Horden, Peterlee (SR8 4LD)	HC-One Properties 2 Limited
190.	HS388557	Leasehold	Kesteven Grange Care Home	Kesteven Grange Care Home, Kesteven Way, Kingswood, Hull (HU7 3EJ)	HC-One Properties 2 Limited
191.	HS387643	Leasehold	Kesteven Grange Care Home	Kesteven Grange Care Home, Kesteven Way, Kingswood, Hull (HU7 3EJ)	HC-One Limited
192.	MAN384272	Leasehold	Kings Park Care Home	Kings Park Care Home, 153 Kings Road, Ashton-Under-Lyne (OL6 8EZ)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
193.	MAN296981	Leasehold	Kings Park Care Home	Kings Park Care Home, 153 Kings Road, Ashton-Under-Lyne (OL6 8EZ)	HC-One Properties 4 Limited
194.	TY504258	Leasehold	Kirkwood Court	Kirkwood Court, Kirkwood Drive, Newcastle Upon Tyne (NE3 3AX)	HC-One NO.2 Limited
195.	TY353742	Freehold	Kirkwood Court	Kirkwood Court, Kirkwood Drive, Newcastle Upon Tyne (NE3 3AX)	HC-One Properties 3 Limited
196.	DY515222*	Leasehold	Ladywood Care Home	Ladywood Care Home, Eaton Avenue, Ilkeston (DE7 4HL)	HC-One Properties 2 Limited
197.	DY512661*	Leasehold	Ladywood Care Home	Ladywood Care Home, Eaton Avenue, Ilkeston (DE7 4HL)	HC-One Limited
198.	AA30771	Leasehold	Larchwood Care Home	Larchwood Care Home, 108 Broad Road, Braintree (CM7 9RX)	HC-One Limited
199.	EX958278	Leasehold	Larchwood Care Home	Larchwood Care Home, 108 Broad Road, Braintree (CM7 9RX)	HC-One Properties 4 Limited
200.	CH709887	Leasehold	Lauren Court	Land associated with Lauren Court, Shelley Road, Blacon, Chester (CH1 5US)	HC-One Limited
201.	CH553146	Leasehold	Lauren Court	Land on the south side of Wordsworth Crescent, Chester	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
202.	CH550350	Leasehold	Lauren Court	Lauren Court, Shelley Road, Chester (CH1 5US)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
203.	CH707749	Leasehold	Lauren Court	Lauren Court, Shelley Road, Chester (CH1 5US)	HC-One Limited
204.	MS643451	Leasehold	Leighton Court Care Home	Leighton Court Care Home, 112 Manor Road, Wallasey (CH45 7LX)	HC-One Limited
205.	MS646925	Leasehold	Leighton Court Care Home	Leighton Court Care Home, 112 Manor Road, Wallasey (CH45 7LX)	HC-One Properties 2 Limited
206.	CYM709773	Leasehold	Llys Newydd Care Home	Llys Newydd Care Home, Heol Lotwen, Capel Hendre, Ammanford (SA18 3RP)	HC-One Limited
207.	CYM717996	Leasehold	Llys Newydd Care Home	Llys Newydd Care Home, Heol Lotwen, Capel Hendre, Ammanford (SA18 3RP)	HC-One Properties 2 Limited
208.	DU362269	Leasehold	Lothian House Care Home	Lothian House 58/59, Clyde Terrace, Spennymoor (DL16 7SG)	HC-One Limited
209.	DU363599	Leasehold	Lothian House Care Home	Lothian House Care Home, 58 Clyde Terrace, Spennymoor (DL16 7SG)	HC-One Properties 2 Limited
210.	MM158112*	Leasehold	Lyndon Hall Care Home	Lyndon Hall Care Home, 34 All Saints Way, West Bromwich (B71 1PZ)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
211.	MM91194*	Leasehold	Lyndon Hall Care Home	Lyndon Hall Care Home, 34 All Saints Way, West Bromwich (B71 1PZ)	HC-One Properties 4 Limited
212.	SF628050	Leasehold	Maple Court and Maple Lodge Care Homes	Maple Court and Maple Lodge Care Homes, Rotherwood Drive, Stafford (ST17 9AF)	HC-One Properties 2 Limited
213.	SF625398	Leasehold	Maple Court Care Home	Maple Court Care Home, Rotherwood Drive, Stafford (ST17 9AF)	HC-One Limited
214.	SF625399	Leasehold	Maple Lodge Care Home	Maple Lodge Care Home, Rotherwood Drive, Stafford (ST17 9AF)	HC-One Limited
215.	WT460581	Leasehold	Market Lavington Care Home	Market Lavington Care Home, 39 High Street, Market Lavington, Devizes (SN10 4AG)	HC-One NO.1 Limited
216.	WT103121	Freehold	Market Lavington Care Home	Land lying to the North of High Street, Market Lavington	HC-One Properties 1 Limited
217.	WT208459	Freehold	Market Lavington Care Home	Market Lavington Care Home, 39 High Street, Market Lavington, Devizes (SN10 4AG)	HC-One Properties 1 Limited
218.	WT147215	Freehold	Market Lavington Care Home	LAND AND BUILDINGS ON THE NORTH WEST SIDE OF High Street, Market Lavington, Devizes	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
219.	LAN252866	Leasehold	Meadow Bank Nursing Home	Meadow Bank Nursing Home, Meadow Lane, Bamber Bridge, Preston (PR5 8LN)	HC-One NO.1 Limited
220.	LA553638	Freehold	Meadow Bank Nursing Home	Meadow Bank Nursing Home, Meadow Lane, Bamber Bridge, Preston (PR5 8LN)	HC-One Properties 1 Limited
221.	MAN291771	Leasehold	Meadowbank House Care Home (Kensington)	Meadowbank House Care Home, Green Lane, Bolton (BL3 2EF)	HC-One Limited
222.	MAN296948	Leasehold	Meadowbank House Care Home, (Kensington)	Meadowbank House Care Home, Green Lane, Bolton (BL3 2EF)	HC-One Properties 2 Limited
223.	CYM709859	Leasehold	Meadowlands Care Home	Meadowlands Care Home, Abernant Road, Aberdare (CF44 0PY)	HC-One Limited
224.	WA646037	Freehold	Meadowlands Care Home	Meadowlands Care Home, Abernant Road, Aberdare (CF44 0PY)	HC-One Properties 2 Limited
225.	WA739379	Freehold	Meadowlands Care Home	Land lying to the north of Abernant Road, Aberdare	HC-One Properties 2 Limited
226.	DU302994	Freehold	Melbury Court Nursing Home	Melbury Court, Old Dryburn Way, Durham (DH1 5SE)	HC-One Properties 3 Limited
227.	DU313046	Leasehold	Melbury Court Nursing Home	Melbury Court Nursing Home, Southfield Way, Durham	HC-One NO.2 Limited
228.	MS692370	Leasehold	Mersey Parks Care Home	Mersey Parks Care Home, 99 Mill Street, Liverpool (L8 5XW)	HC-One NO.1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
229.	MS328502	Freehold	Mersey Parks Care Home	99 Mill Street, Liverpool (L8 5XW)	HC-One Properties 1 Limited
230.	MAN296949	Leasehold	Millbrook Care Centre	Millbrook Care Centre, 400 Huddersfield Road, Millbrook, Stalybridge (SK15 3ET)	HC-One Properties 2 Limited
231.	MAN291655	Leasehold	Millbrook Care Centre	Millbrook Care Centre, 400 Huddersfield Road, Millbrook, Stalybridge (SK15 3ET)	HC-One Limited
232.	MS643481	Leasehold	Moss View Care Home	Moss View Care Home, 77 Page Moss Lane, Liverpool (L14 0JJ)	HC-One Limited
233.	MS646926	Leasehold	Moss View Care Home	Moss View Care Home, 77 Page Moss Lane, Liverpool (L14 0JJ)	HC-One Properties 2 Limited
234.	NYK496547	Leasehold	Mossdale Residence	Mossdale Residence, Mossdale Avenue, York (YO31 0AF)	HC-One Management Limited
235.	TY473333	Leasehold	Needham Court Care Home	Land on the north side of Stanhope Road, Jarrow	HC-One NO.2 Limited
236.	TY548654	Leasehold	Needham Court Care Home	Needham Court Care Home, 9 Stanhope Road, Jarrow (NE32 3UD)	HC-One Properties 3 Limited
237.	MAN291710	Leasehold	Newlands Care Home	Newlands Care Home, 122 Heaton Moor Road, Stockport (SK4 4JY)	HC-One Limited
238.	MAN296950	Leasehold	Newlands Care Home	Newlands Care Home, 122 Heaton Moor Road, Stockport (SK4 4JY)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
239.	DU359952	Leasehold	Newton Aycliffe (now called St Clares Court)	St Clares Court, Central Avenue, Newton Aycliffe (DL5 5QH)	HC-One NO.2 Limited
240.	DU285249	Freehold	Newton Aycliffe (now called St Clares Court)	Land on the south east side of Central Avenue, Newton Aycliffe (DL5 5QH)	HC-One Properties 3 Limited
241.	TY546216	Leasehold	Northview Lodge Care Home	Northview Lodge Care Home, North View, Castletown, Sunderland (SR5 3AF)	HC-One Limited
242.	TY548651	Leasehold	Northview Lodge Care Home	Northview Lodge Care Home, North View, Castletown, Sunderland (SR5 3AF)	HC-One Properties 2 Limited
243.	WSX427756	Leasehold	Oakhill House Care Home	Oakhill House Care Home, Eady Close, Horsham (RH13 5NA)	HC-One NO.1 Limited
244.	WSX202241	Freehold	Oakhill House Care Home	Oakhill House Care Home, Eady Close, Horsham (RH13 5NA)	HC-One Properties 1 Limited
245.	MAN291747	Leasehold	Oakland Care Home	Oakland Care Home, Bury Road, Rochdale (OL11 5EU)	HC-One Limited
246.	GM809793	Freehold	Oakland Care Home	Oakland Care Home, Bury Road, Rochdale (OL11 5EU)	HC-One Properties 2 Limited
247.	GM476873	Freehold	Oakland Care Home	Oakland Care Home, Bury Road, Rochdale (OL11 5EU)	HC-One Properties 2 Limited
248.	TY546212	Leasehold	Orchard Mews Care Home	Orchard Mews Care Home, Bentinck Road, Newcastle Upon Tyne (NE4 6UX)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
249.	TY548917	Leasehold	Orchard Mews Care Home	Orchard Mews Care Home, Bentinck Road, Newcastle Upon Tyne (NE4 6UX)	HC-One Properties 2 Limited
250.	CH706169	Leasehold	Overdene House Care Home	Overdene House Care Home, John Street, Winsford (CW7 1HJ)	HC-One Limited
251.	CH661424	Leasehold	Overdene House Care Home	Overdene House Care Home, John Street, Winsford (CW7 1HJ)	HC-One Properties 4 Limited
252.	CE212803	Leasehold	Park House	Park House, Park Lane, Guisborough (TS14 6EP)	HC-One NO.2 Limited
253.	CE200908	Freehold	Park House	150 Park Lane, Guisborough (TS14 6EP)	HC-One Properties 3 Limited
254.	CYM709761	Leasehold	Parklands Care Home	Parklands Care Home, Newport Road, Bedwas, Caerphilly (CF83 8AA)	HC-One Limited
255.	WA751269	Freehold	Parklands Care Home	Parklands Care Home, Newport Road, Bedwas, Caerphilly (CF83 8AA)	HC-One Properties 2 Limited
256.	MAN291712	Leasehold	Pendleton Court Care Home	Pendleton Court Care Home, 22 Chaplin Close, Salford (M6 8FW)	HC-One Limited
257.	MAN296953	Leasehold	Pendleton Court Care Home	Pendleton Court Care Home, 22 Chaplin Close, Salford (M6 8FW)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
258.	CYM709762	Leasehold	Peniel Green Care Home	Peniel Green Care Home, 216 Peniel Green Road, Peniel Green, Swansea (SA7 9BD)	HC-One Limited
259.	WA528961	Freehold	Peniel Green Care Home	Peniel Green Care Home, 216 Peniel Green Road, Peniel Green, Swansea (SA7 9BD)	HC-One Properties 2 Limited
260.	MM160590	Leasehold	Perry Locks Care Home	Perry Locks Care Home, 398 Aldridge Road, Perry Barr, Birmingham (B44 8BG)	HC-One NO.1 Limited
261.	WM547599	Freehold	Perry Locks Care Home	Perry Locks Care Home, 398 Aldridge Road, Perry Barr, Birmingham (B44 8BG)	HC-One Properties 1 Limited
262.	CYM827615	Leasehold	Plas Cwm Carw Care Home	Plas Cwm Carw Care Home, Oakwood Lane, Port Talbot (SA13 1DF)	HC-One Limited
263.	CYM718021	Leasehold	Plas Cwm Carw Care Home	Plas Cwm Carw Care Home, Oakwood Lane, Port Talbot (SA13 1DF)	HC-One Properties 4 Limited
264.	YY156659	Leasehold	Priory Gardens Nursing Home	Priory Gardens Nursing Home, Ladybalk Lane, Pontefract (WF8 1JQ)	HC-One Limited
265.	WYK665577	Freehold	Priory Gardens Nursing Home	Land lying on the south side of Lady Balk Lane, Pontefract	HC-One Properties 4 Limited
266.	WYK634723	Freehold	Priory Gardens Nursing Home	Land on the south side of Lady Balk Lane, Pontefract	HC-One Properties 4 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
267.	WYK613759	Freehold	Priory Gardens Nursing Home	Priory Gardens Nursing Home, Ladybalk Lane, Pontefract (WF8 1JQ)	HC-One Properties 4 Limited
268.	NN348553	Leasehold	Pytchley Court Care Home	Pytchley Court Care Home, 5a Northampton Road, Brixworth, Northampton (NN6 9DX)	HC-One Limited
269.	NN351030	Leasehold	Pytchley Court Care Home	Pytchley Court Care Home, 5a Northampton Road, Brixworth, Northampton (NN6 9DX)	HC-One Properties 2 Limited
270.	TY476771	Leasehold	Redesdale Court	Redesdale Court, Rake Lane, North Shields (NE29 9QS)	HC-One NO.2 Limited
271.	TY548655	Leasehold	Redesdale Court	Redesdale Court, Rake Lane, North Shields (NE29 9QS)	HC-One Properties 3 Limited
272.	MAN291711	Leasehold	Richmond House Care Home	Richmond House Care Home, Mitchell Street, Leigh (WN7 4UH)	HC-One Limited
273.	GM653630	Leasehold	Richmond House Care Home	Richmond House Care Home, Mitchell Street, Leigh (WN7 4UH)	HC-One Properties 2 Limited
274.	BD342812	Leasehold	Ridgeway Lodge	Ridgeway Lodge Care Home, Brandreth Avenue, Dunstable (LU5 4RE)	HC-One NO.1 Limited
275.	BD211858	Freehold	Ridgeway Lodge	Ridgeway Lodge, Brandreth Avenue, Dunstable (LU5 4RE)	HC-One Properties 1 Limited
276.	HD603421	Leasehold	River Court	River Court Care Home, Explorer Drive, Watford (WD18 6TQ)	HC-One NO.1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
277.	HD335473	Freehold	River Court	River Court, Explorer Drive, Watford (WD18 6TQ)	HC-One Properties 1 Limited
278.	MS643431	Leasehold	Roby House and Roby Lodge	Roby House and Ruby Lodge, Tarbock Road, Huyton, Liverpool (L36 5XW)	HC-One Limited
279.	MS549119	Freehold	Roby House and Roby Lodge	Land on the east side of Twickenham Drive, Liverpool	HC-One Properties 2 Limited
280.	MS460796	Freehold	Roby House and Roby Lodge	Roby House, Tarbock Road, Huyton, Liverpool (L36 5XW)	HC-One Properties 2 Limited
281.	MAN392042	Leasehold	Rose Court	Rose Court, 44-48 Water Street, Radcliffe, Manchester (M26 4DF)	HC-One Limited
282.	MAN384276	Leasehold	Rose Court	Rose Court, 44-48 Water Street, Radcliffe, Manchester (M26 4DF)	HC-One Limited
283.	GM726254	Leasehold	Rose Court	44-48 WATER STREET, RADCLIFFE, MANCHESTER M26 4DF	HC-One Properties 4 Limited
284.	GM750578	Freehold	Rose Court	44-48 Water Street, Radcliffe, Manchester (M26 4DF)	HC-One Properties 4 Limited
285.	CE206870	Leasehold	Roseberry Court	Residential Care Home, Roseberry Court, Low Farm Drive, Redcar (TS10 4BF)	HC-One NO.2 Limited
286.	CE194317	Freehold	Roseberry Court	Residential Care Home, Roseberry Court, Low Farm Drive, Redcar (TS10 4BF)	HC-One Properties 3 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
287.	MM86895	Leasehold	Roxburgh House Care Home (Cradley Heath)	Roxburgh House Care Home, Reddal Hill Road, Cradley Heath (B64 5JE)	HC-One Limited
288.	MM91174	Leasehold	Roxburgh House Care Home, (Cradley Heath)	Roxburgh House Care Home, Reddal Hill Road, Cradley Heath (B64 5JE)	HC-One Properties 2 Limited
289.	MAN387529	Leasehold	Sandon House	Sandon House, Market Street, Mossley, Ashton-Under-Lyne (OL5 0JG)	HC-One Limited
290.	GM138841	Freehold	Sandon House	Sandon House, Market Street, Mossley, Ashton-Under-Lyne (OL5 0JG)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
291.	GM131157	Freehold	Sandon House	Land and buildings on the south side of Craddock Street, Mossley	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
292.	DY557218	Leasehold	Shelton Lock Care Home	Shelton Lock Care Home, 61a Weston Park Avenue, Shelton Lock, Derby (DE24 9ER)	HC-One NO.1 Limited
293.	DY216837	Freehold	Shelton Lock Care Home	Shelton Lock Care Home, 61a Weston Park Avenue, Shelton Lock, Derby (DE24 9ER)	HC-One Properties 1 Limited
294.	CE231025	Leasehold	Sheraton Court	Land lying to the north west of North Tees Hospital, Holdforth Road, Hartlepool (TS24 9AH)	HC-One NO.2 Limited
295.	CE202276	Leasehold	Sheraton Court	Sheraton Court, Warren Road, Hartlepool (TS24 9DR)	HC-One NO.2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
296.	CE233676	Leasehold	Sheraton Court	Sheraton Court, Warren Road, Hartlepool (TS24 9DR)	HC-One Properties 3 Limited
297.	NT529599	Leasehold	Silverwood Care Home	Silverwood Care Home, Imperial Road, Beeston, Nottingham (NG9 1FN)	HC-One Limited
298.	SYK649438	Leasehold	Silverwood Care Home	Silverwood Care Home, Flanderwell Lane, Sunnyside, Rotherham (S66 3QT)	HC-One Limited
299.	NT294283	Freehold	Silverwood Care Home	Silverwood Care Home, Imperial Road, Beeston, Nottingham (NG9 1FN)	HC-One Properties 2 Limited
300.	SYK652402	Leasehold	Silverwood Care Home	Silverwood Care Home, Flanderwell Lane, Sunnyside, Rotherham (S66 3QT)	HC-One Properties 2 Limited
301.	YY29314	Freehold	Site at Church Gardens, Grange Court	Grange Court, Church Gardens, Garforth, Leeds (LS25 1HG)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
302.	YY83749	Leasehold	Snapethorpe Hall Care Home	Snapethorpe Hall Care Home, Snapethorpe Gate, Wakefield (WF2 8YA)	HC-One Limited
303.	WYK594446	Freehold	Snapethorpe Hall Care Home	Snapethorpe Hall Care Home, Snapethorpe Gate, Wakefield (WF2 8YA)	HC-One Properties 2 Limited
304.	DU369693	Leasehold	Southgate House	Southgate House, Archer Street, Darlington (DL3 6AH)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
305.	TY502410	Leasehold	Springfield House	Springfield House, Durham Road, Gateshead (NE9 5BW)	HC-One NO.2 Limited
306.	TY440986	Leasehold	Springfield House	Springfield House, Durham Road, Gateshead (NE9 5BW)	HC-One Properties 3 Limited
307.	NT529579	Leasehold	Springwater Lodge Care Home	Springwater Lodge Care Home, 10 Smithy View, Calverton, Nottingham (NG14 6FA)	HC-One Limited
308.	NT531825	Leasehold	Springwater Lodge Care Home	Springwater Lodge Care Home, 10 Smithy View, Calverton, Nottingham (NG14 6FA)	HC-One Properties 2 Limited
309.	HD603422*	Leasehold	St Christopher's Nursing Home	St. Christopher's Nursing Home, Drakes Way, Hatfield (AL10 8XY)	HC-One NO.1 Limited
310.	HD309910*	Freehold	St Christopher's Nursing Home	St. Christophers Nursing Home, Drakes Way, Hatfield (AL10 8XY)	HC-One Properties 1 Limited
311.	DT464806	Leasehold	St James' Park Care Home	St. James Park Care Home, Higher Street, Bradpole, Bridport (DT6 3EU)	HC-One NO.1 Limited
312.	DT188380	Freehold	St James' Park Care Home	St. James Park Care Home, Higher Street, Bradpole, Bridport (DT6 3EU)	HC-One Properties 1 Limited
313.	DU362254	Leasehold	St Margarets Care Home	St. Margarets Care Home, St Margarets Garth, Durham (DH1 4DS)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
314.	DU363600	Leasehold	St Margarets Care Home	St. Margarets Care Home, St Margarets Garth, Durham (DH1 4DS)	HC-One Properties 2 Limited
315.	CYM709763	Leasehold	St Martins Court Care Home	St. Martins Court Care Home, Martin Street, Morriston, Swansea (SA6 7BJ)	HC-One Limited
316.	CYM718001	Leasehold	St Martins Court Care Home	St. Martins Court Care Home, Martin Street, Morriston, Swansea (SA6 7BJ)	HC-One Properties 2 Limited
317.	CE221114	Leasehold	St Peter's Court	St. Peter's Court, Lord Street, Redcar (TS10 3JA)	HC-One NO.2 Limited
318.	CE107042	Freehold	St. Peter's Court	St. Peter's Court, Lord Street, Redcar (TS10 3JA)	HC-One Properties 3 Limited
319.	DU362257	Leasehold	Stoneleigh Care Home	Stoneleigh Care Home, Durham Road, Annfield Plain, Stanley (DH9 7XH)	HC-One Limited
320.	DU363601	Leasehold	Stoneleigh Care Home	Stoneleigh Care Home, Durham Road, Annfield Plain, Stanley (DH9 7XH)	HC-One Properties 2 Limited
321.	CU328743	Leasehold	Summerhill Care Home	Summerhill Care Home, East View, Kendal (LA9 4JY)	HC-One NO.1 Limited
322.	CU163411	Freehold	Summerhill Care Home	Land adjoining Summerhill Care Home, East View, Kendal	HC-One Properties 1 Limited
323.	CU117596	Freehold	Summerhill Care Home	Summerhill Care Home, East View, Kendal (LA9 4JY)	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
324.	CH707743	Leasehold	Summerville Nursing Home	Summerville Care Home, Hill Top Road, Stockton Heath, Warrington (WA4 2EF)	HC-One NO.1 Limited
325.	CH494205	Freehold	Summerville Nursing Home	Summerville Nursing Centre, Hill Top Road, Stockton Heath, Warrington (WA4 2EF)	HC-One Properties 1 Limited
326.	GM737946	Freehold	Sunnyside Court	Sunnyside, Sunnyside Road, Droylsden	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
327.	MAN387531	Leasehold	Sunnyside Court	Sunnyside Court, Sunnyside Road, Droylsden, Manchester (M43 7QJ)	HC-One Limited
328.	TY487149	Leasehold	Sutherland Court	Land on the north side of Sutherland Avenue, Newcastle Upon Tyne (NE4 9NS)	HC-One NO.2 Limited
329.	TY457105	Freehold	Sutherland Court	Sutherland Court, 99 Sutherland Avenue, Newcastle Upon Tyne (NE4 9NS)	HC-One Properties 3 Limited
330.	SYK649439	Leasehold	Swallownest Care Home	Swallownest Care Home, Chesterfield Road, Swallownest, Sheffield (S26 4TL)	HC-One Limited
331.	SYK652403	Leasehold	Swallownest Care Home	Swallownest Care Home, Chesterfield Road, Swallownest, Sheffield (S26 4TL)	HC-One Properties 2 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
332.	DU362264*	Leasehold	Tenlands Care Home	Tenlands Care Home, Wood Lane, Ferryhill (DL17 8JD)	HC-One Limited
333.	DU363602*	Leasehold	Tenlands Care Home	Tenlands Care Home, Wood Lane, Ferryhill (DL17 8JD)	HC-One Properties 2 Limited
334.	NT529585*	Leasehold	The Beeches Care Home	The Beeches Care Home, 55 Furlong Street, Arnold, Nottingham (NG5 7AJ)	HC-One Limited
335.	NT531828*	Leasehold	The Beeches Care Home	The Beeches Care Home, 55 Furlong Street, Arnold, Nottingham (NG5 7AJ)	HC-One Properties 2 Limited
336.	SYK652404*	Leasehold	The Beeches Care Home (Doncaster)	The Beeches Care Home, Beech Road, Armthorpe, Doncaster (DN3 2DZ)	HC-One Properties 2 Limited
337.	SYK649442*	Leasehold	The Beeches Care Home (Doncaster)	The Beeches Care Home, Beech Road, Armthorpe, Doncaster (DN3 2DZ)	HC-One Limited
338.	CB463866*	Leasehold	The Cambridge Nursing Home	The Cambridge Nursing Home, 5 High Street, Chesterton, Cambridge (CB4 1NQ)	HC-One NO.1 Limited
339.	CB189356*	Freehold	The Cambridge Nursing Home	The Cambridge Nursing Home, 5 High Street, Chesterton, Cambridge (CB4 1NQ)	HC-One Properties 1 Limited
340.	CYM709842	Leasehold	The Daffodils Care Home	The Daffodils Care Home, 14 Dynevor Street, Merthyr Tydfil (CF48 1AY)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
341.	CYM718208	Leasehold	The Daffodils Care Home	The Daffodils Care Home, 14 Dynevor Street, Merthyr Tydfil (CF48 1AY)	HC-One Properties 2 Limited
342.	YY158888	Leasehold	The Denby Care Home	The Denby Care Home, 402 Wakefield Road, Denby Dale, Huddersfield (HD8 8RP)	HC-One Limited
343.	YY24450	Freehold	The Denby Care Home	Land lying to the north of Wakefield Road, Huddersfield	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
344.	WYK266181	Freehold	The Denby Care Home	Victoria Corn Mills, 402 Wakefield Road, Denby Dale, Huddersfield (HD8 8RP)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
345.	CB463867*	Leasehold	The Elms Care Home	The Elms Care Home, 2 Arnolds Lane, Whittlesey, Peterborough (PE7 1QD)	HC-One NO.1 Limited
346.	CB142842*	Freehold	The Elms Care Home	The Elms, 2 Arnolds Lane, Whittlesey, Peterborough (PE7 1QD)	HC-One Properties 1 Limited
347.	CB463868*	Leasehold	The Gables Care Home	The Gables Care Home, 101 Coates Road, Eastrea, Whittlesey, Peterborough (PE7 2BD)	HC-One NO.1 Limited
348.	CB276737*	Freehold	The Gables Care Home	Land adjoining The Gables Care Home, 101 Coates Road, Eastrea, Whittlesey, Peterborough (PE7 2BD)	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
349.	CB118456*	Freehold	The Gables Care Home	The Gables Care Home, 101 Coates Road, Eastrea, Whittlesey, Peterborough (PE7 2BD)	HC-One Properties 1 Limited
350.	AGL546590	Leasehold	The Harefield Nursing Home	The Harefield Care Home, Hill End Road, Harefield, Uxbridge (UB9 6UX)	HC-One NO.1 Limited
351.	NGL405844	Leasehold	The Harefield Nursing Home	Land on the South West side of Hill End Road, Harefield, Uxbridge	HC-One Properties 1 Limited
352.	NGL176777	Freehold	The Harefield Nursing Home	The Harefield Nursing Home, Hill End Road, Harefield, Uxbridge (UB9 6UX)	HC-One Properties 1 Limited
353.	BGL165632	Leasehold	The Hornchurch Nursing Centre	The Hornchurch Care Home, 2a Suttons Lane, Hornchurch (RM12 6RJ)	HC-One NO.1 Limited
354.	BGL129988	Freehold	The Hornchurch Nursing Centre	Land on the south side of The Hornchurch Nursing Centre, 2a Suttons Lane, Hornchurch (RM12 6RJ)	HC-One Properties 1 Limited
355.	EGL351880	Freehold	The Hornchurch Nursing Centre	The Hornchurch Nursing Centre, 2a Suttons Lane, Hornchurch (RM12 6RJ)	HC-One Properties 1 Limited
356.	YY158889	Leasehold	The Oakes Care Home	The Oakes Care Home, Chesilton Avenue, Huddersfield (HD3 4YA)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
357.	YY71398	Freehold	The Oakes Care Home	Land at Chesilton Avenue, Huddersfield	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
358.	WYK924394	Freehold	The Oakes Care Home	The Oaks Care Centre, Chesilton Avenue, Huddersfield (HD3 4YA)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
359.	ESX414739*	Leasehold	The Polegate Nursing Home	The Polegate Nursing Home, Black Path, Polegate (BN26 5AP)	HC-One NO.1 Limited
360.	ESX170413*	Freehold	The Polegate Nursing Home	The Polegate Nursing Home, Black Path, Polegate (BN26 5AP)	HC-One Properties 1 Limited
361.	CB463872*	Leasehold	The Red House Care Home	The Red House Care Home, Bury Road, Ramsey, Huntingdon (PE26 1NA)	HC-One NO.1 Limited
362.	CB138704*	Freehold	The Red House Care Home	The Red House Care Home, Bury Road, Ramsey, Huntingdon (PE26 1NA)	HC-One Properties 1 Limited
363.	LT490730	Leasehold	The Rowans Care Home	The Rowans Care Home, Owen Street, Coalville (LE67 3DA)	HC-One Limited
364.	LT493541	Leasehold	The Rowans Care Home	The Rowans Care Home, Owen Street, Coalville (LE67 3DA)	HC-One Properties 2 Limited
365.	MAN387533	Leasehold	The Sycamores	The Sycamores Care Home, Victoria Street, Hyde (SK14 4DH)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
366.	GM737945	Freehold	The Sycamores	The Sycamores Nursing Home, Victoria Street, Hyde (SK14 4DH)	Meridian Healthcare Limited (HC-ONE PROPERTIES 5 LIMITED)
367.	WT460589*	Leasehold	The Westbury Care Home	The Westbury Care Home, 86 Warminster Road, Westbury (BA13 3PR)	HC-One NO.1 Limited
368.	WT86604*	Freehold	The Westbury Care Home	The Westbury Care Home, 86 Warminster Road, Westbury (BA13 3PR)	HC-One Properties 1 Limited
369.	LT490738	Leasehold	The Willows Care Home	The Willows Care Home, 89 London Road, Hinckley (LE10 1HH)	HC-One Limited
370.	LT135053	Freehold	The Willows Care Home	87 London Road, Hinckley (LE10 1HH)	HC-One Properties 2 Limited
371.	LT84578	Freehold	The Willows Care Home	The Willows Care Home, 89 London Road, Hinckley (LE10 1HH)	HC-One Properties 2 Limited
372.	TGL473088*	Leasehold	Tower Bridge Care Home	Tower Bridge Care Home, 1 Aberdour Street, London (SE1 4SH)	HC-One Limited
373.	TGL24157*	Freehold	Tower Bridge Care Home	Tower Bridge Care Home, 1 Aberdour Street, London (SE1 4SH)	HC-One Properties 2 Limited
374.	CYM827617	Leasehold	Trafalgar Park Care Home	Trafalgar Park Care Home, 6 Heol Harry Lewis, Nelson, Treharris (CF46 6JH)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
375.	WA519338	Freehold	Trafalgar Park Care Home	Trafalgar Park Care Home, 6 Heol Harry Lewis, Nelson, Treharris (CF46 6JH)	HC-One Properties 4 Limited
376.	WA525658	Freehold	Trafalgar Park Care Home	Land lying to the south of Heol Islwyn, Nelson, Treharris	HC-One Properties 4 Limited
377.	MM86860	Leasehold	Victoria Gardens Care Home	Victoria Gardens Care Home, 328 Tile Hill Lane, Coventry (CV4 9DS)	HC-One Limited
378.	MM91176	Leasehold	Victoria Gardens Care Home	Victoria Gardens Care Home, 328 Tile Hill Lane, Coventry (CV4 9DS)	HC-One Properties 2 Limited
379.	CE232582	Leasehold	Victoria House Care Home	Victoria House Care Home, Bath Lane, Stockton-On-Tees (TS18 2DX)	HC-One Limited
380.	CE136807	Freehold	Victoria House Care Home	Victoria House Care Home, Bath Lane, Stockton-On-Tees (TS18 2DX)	HC-One Properties 2 Limited
381.	MM86859	Leasehold	Victoria Manor Care Home	Victoria Manor Care Home, 31-33 Abbey Road, Whitley, Coventry (CV3 4BJ)	HC-One Limited
382.	MM91177	Leasehold	Victoria Manor Care Home	Victoria Manor Care Home, 31-33 Abbey Road, Whitley, Coventry (CV3 4BJ)	HC-One Properties 2 Limited
383.	MM86893	Leasehold	Victoria Mews	Victoria Mews, 487-493 Binley Road, Binley, Coventry (CV3 2DP)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
384.	MM91180	Leasehold	Victoria Mews	Victoria Mews, 487-493 Binley Road, Binley, Coventry (CV3 2DP)	HC-One Properties 2 Limited
385.	DY512637*	Leasehold	Victoria Park Care Home	Victoria Park Care Home, Manners Road, Ilkeston (DE7 5HB)	HC-One Limited
386.	MM86861	Leasehold	Victoria Park Care Home	Victoria Park Care Home, 75-83 Brays Lane, Coventry (CV2 4SD)	HC-One Limited
387.	WM139626	Freehold	Victoria Park Care Home	Victoria Park Care Home, 75-83 Brays Lane, Coventry (CV2 4SD)	HC-One Properties 2 Limited
388.	DY515226*	Leasehold	Victoria Park Care Home	Victoria Park Care Home, Manners Road, Ilkeston (DE7 5HB)	HC-One Properties 2 Limited
389.	MM160594*	Leasehold	Warrens Hall Care Home	Warrens Hall Care Home, Oakham Road, Tividale, Oldbury (B69 1PY)	HC-One NO.1 Limited
390.	WM817357*	Freehold	Warrens Hall Care Home	222 Oakham Road, Tividale, Oldbury (B69 1PY)	HC-One Properties 1 Limited
391.	WM459419*	Freehold	Warrens Hall Care Home	Land lying to the South of Oakham Road	HC-One Properties 1 Limited
392.	WM459415*	Freehold	Warrens Hall Care Home	Warrens Hall Nursing Home, Oakham Road, Tividale, Oldbury (B69 1PY)	HC-One Properties 1 Limited
393.	WM545015*	Freehold	Warrens Hall Care Home	220 Oakham Road, Tividale, Oldbury (B69 1PY)	HC-One Properties 1 Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
394.	MM160595	Leasehold	Waterside Care Home	Waterside Care Home, Dudley Road, Tipton (DY4 8EE)	HC-One NO.1 Limited
395.	WM351848	Freehold	Waterside Care Home	Land lying to the west of Dudley Road, Tipton (DY4 8EE)	HC-One Properties 1 Limited
396.	WM313917	Freehold	Waterside Care Home	Waterside Care Home, Dudley Road, Tipton (DY4 8EE)	HC-One Properties 1 Limited
397.	MAN291608	Leasehold	Westleigh Lodge Care Home	Land on the north-east side of Westleigh Lodge Care Home, Nel Pan Lane, Leigh (WN7 5JT)	HC-One Limited
398.	MAN291609	Leasehold	Westleigh Lodge Care Home	Westleigh Lodge Care Home, Nel Pan Lane, Leigh (WN7 5JT)	HC-One Limited
399.	MAN296957	Leasehold	Westleigh Lodge Care Home	Westleigh Lodge Care Home, Nel Pan Lane, Leigh (WN7 5JT)	HC-One Properties 2 Limited
400.	LL373708	Leasehold	Willow Court Care Home	Willow Court Care Home, Croft Lane, Cherry Willingham, Lincoln (LN3 4JW)	HC-One Limited
401.	LL375736	Leasehold	Willow Court Care Home	Willow Court Care Home, Croft Lane, Cherry Willingham, Lincoln (LN3 4JW)	HC-One Properties 2 Limited
402.	YEA98843	Leasehold	Windsor Court Care Home	Windsor Court Care Home, Bartholomew Avenue, Goole (DN14 6YN)	HC-One Limited

No.	Title Number	Tenure	Care Home Name	Official Land Registry Address	Registered Proprietor
403.	YEA84532	Leasehold	Windsor Court Care Home	Windsor Court Care Home, Bartholomew Avenue, Goole (DN14 6YN)	HC-One Properties 4 Limited
404.	CU328745	Leasehold	Winter Park Care Home	Winter Park Care Home, Winters Park, Penrith (CA11 8RG)	HC-One NO.1 Limited
405.	CU167047	Freehold	Winters Park Care Home	Winter Park Care Home, Winters Park, Penrith (CA11 8RG)	HC-One Properties 1 Limited
406.	HD603423	Leasehold	Woodlands View Nursing Home	Woodlands View Nursing Home, Magpie Crescent, Stevenage (SG2 9RZ)	HC-One NO.1 Limited
407.	HD315393	Freehold	Woodlands View Nursing Home	Woodlands View Nursing Home, Magpie Crescent, Stevenage (SG2 9RZ)	HC-One Properties 1 Limited
408.	MAN291766	Leasehold	Worsley Lodge Care Home	Worsley Lodge Care Home, 119 Worsley Road, Worsley, Manchester (M28 2WG)	HC-One Limited
409.	MAN296961	Leasehold	Worsley Lodge Care Home	Worsley Lodge Care Home, 119 Worsley Road, Worsley, Manchester (M28 2WG)	HC-One Properties 2 Limited

PART II – ACCOUNTS

Account Name	Account Number	Account Number	Account Number	Account Number
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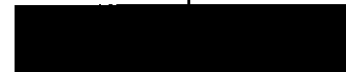




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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked










NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

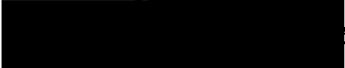








NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited		Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.2 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.4 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties 5 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited		6	Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited			Unblocked
Barclays Bank PLC, Barclays House, Victoria Street, Douglas, Isle of Man, IM1 2LE	HC-One Properties 2 Limited			Unblocked
Barclays Bank PLC, Barclays House, Victoria Street, Douglas, Isle of Man, IM1 2LE	HC-One Properties 2 Limited			Unblocked
Barclays Bank PLC, Barclays House, Victoria Street, Douglas, Isle of Man, IM1 2LE	HC-One Properties 3 Limited			Unblocked
Barclays Bank PLC, Barclays House, Victoria Street, Douglas, Isle of Man, IM1 2LE	HC-One Properties 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked










NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 3 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Intermediate Holdco 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties 4 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Upper Midco Limited			Unblocked
Barclays, Level 12, One Churchill Place, London, E14 5HP	HC-One (NHP2) Limited			Unblocked
Barclays, Level 12, One Churchill Place, London, E14 5HP	HC-One (NHP4) Limited			Unblocked
Barclays, Level 12, One Churchill Place, London, E14 5HP	HC-One (NHP4) Limited			Unblocked
Barclays, Level 12, One Churchill Place, London, E14 5HP	HC-One (NHP2) Limited			Unblocked
Barclays, Level 12, One Churchill Place, London, E14 5HP	HC-One (NHP7) Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One FinCo Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One FinCo Limited			Blocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One FinCo Limited			Blocked










NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One FinCo Limited			Blocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One FinCo Limited			Blocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties Group Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties Group Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked
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NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited		5	Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked

NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One No.1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Management Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Management Limited 2			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties 1 Limited			Unblocked
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Properties 1 Limited			Unblocked

PART III – EXCLUDED ACCOUNTS

[illegible]

[illegible]

[illegible]

[illegible]

Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
Santander House, 100 Ludgate Hill, London EC4M 7RE	HC-One No.1 Limited				
NatWest 1 Bridge Street, Leatherhead, KT22 8BT	HC-One Limited				

PART IV – SUBSIDIARIES

Chargor	Subsidiary
HC-One Holdco 3 Limited (f/k/a FC Skyfall Holdco 3 Limited)	HC-One Finco Limited (f/k/a FC Skyfall (UK) Financeco Limited)
HC-One Finco Limited (f/k/a FC Skyfall (UK) Financeco Limited)	HC-One Holdings Limited (f/k/a FC Skyfall (UK) Holdings Limited)
HC-One Holdings Limited (f/k/a FC Skyfall (UK) Holdings Limited)	HC-One Management Limited
HC-One Holdings Limited (f/k/a FC Skyfall UK Holdings Limited)	HC-One Upper Midco Limited (f/k/a FC Skyfall Upper Midco Limited)
HC-One Holdings Limited (f/k/a FC Skyfall UK Holdings Limited)	HC-One Properties Group Limited (f/k/a FC Skyfall (UK) Properties Group Limited)
HC-One Holdings Limited (f/k/a FC Skyfall UK Holdings Limited)	Ideal Carehomes Topco Limited
HC-One Intermediate Holdco 3 Limited (f/k/a FC Oval Bidco Limited)	HC-One No.1 Limited (f/k/a HC-One Oval Limited)
HC-One Upper Midco Limited (f/k/a FC Skyfall Upper Midco)	HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall BidCo Limited)
HC-One Properties Group Limited (f/k/a FC Skyfall (UK) Properties Group Limited)	HC-One Properties 4 Limited (f/k/a FC Skyfall TA Limited)
HC-One Properties Group Limited (f/k/a FC Skyfall (UK) Properties Group Limited)	HC-One Properties 1 Limited (f/k/a FC Skyfall (UK) Properties Limited)
HC-One Properties Group Limited (f/k/a FC Skyfall (UK) Properties Group Limited)	HC-One Properties 5 Limited (f/k/a Meridian Healthcare Limited)
HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall Bidco Ltd)	HC-One Intermediate Holdco 2 Limited (f/k/a FC Beamish BidCo Ltd)
HC-One Intermediate Holdco 2 Limited (f/k/a FC Beamish Bidco Ltd)	HC-One No.2 Limited (f/k/a HC-One Beamish Limited)
HC-One Intermediate Holdco 2 Limited (f/k/a FC Beamish Bidco Ltd)	HC-One No.4 Limited (f/k/a HC-One Beamish Homecare Limited)
HC-One Intermediate Holdco 4 Limited (f/k/a Libra Intermediate Holdco Limited)	HC-One Limited

HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall Bidco Limited)	HC-One (NHP5) Limited (f/k/a Libra Careco CH2 PropCo Limited)
HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall Bidco Limited)	HC-One (NHP6) Limited (f/k/a Libra Careco CH3 PropCo Limited)
HC-One Intermediate Holdco 1 Limited (f/k/a FC Skyfall Bidco Limited)	HC-One (NHP1) Limited (f/k/a Libra Careco Investments 1 Limited)
HC-One (NHP1) Limited (f/k/a Libra Careco Investments 1 Limited)	HC-One (NHP7) Limited (f/k/a NHP Management Limited)
HC-One (NHP1) Limited (f/k/a Libra Careco Investments 1 Limited)	HC-One (NHP8) Limited (f/k/a NHP Securities No. 2 Limited)
HC-One (NHP1) Limited (f/k/a Libra Careco Investments 1 Limited)	HC-One (NHP3) Limited (f/k/a NHP Securities No. 1 Limited)

PART V – INSURANCES

Insurance & Brokerage	Policy No.	Company Insured	Description of Assets Insured	Terms of Risks	Sum Insured	Period of Insurance
Allianz		HC One Topco Ltd, HC One Limited and all Subsidiary Companies	The buildings and Landlord's fixtures and fittings owned by, leased by and operated by the insured. All contents within the building.	All Risk of Physical Loss or Damage as defined within the policy including Excess: as defined within the policy	Building, Fixtures fittings: ██████████ Contents: ██████████ 36 months' Rent Payable ██████████ Contents Excess : ██████████ claim	31/10/2022 To 30/10/2023
Lloyds Syndicates		HC-One Topco Ltd and all subsidiary companies	Terrorism	Physical loss or physical damage occurring during the period of this Policy caused by an Act of Terrorism and/or an Act of Sabotage.	Loss limit basis of ██████████ floating over all sites.	31/10/2022 To 30/10/2023

Insurance Policy	Policy No.	Insureds/Insured	Perils/Events Covered	Exclusions/Excluded	Period of Insurance
WRB @ Lloyds	[REDACTED]	HC-One TopCo Ltd and subsidiary companies	Crime	<ul style="list-style-type: none"> • Theft of money, tangible securities, property, or funds of the insured by any employee or by any third party, or by any employee acting in collusion. 	Limit of Indemnity: [REDACTED] each and every loss Policy Excess: [REDACTED] each claim 31/10/2022 To 30/10/2023
Liberty & Probitas (Lloyds)	[REDACTED]	HC-One TopCo Ltd and subsidiary companies	Crime	<ul style="list-style-type: none"> • Criminal damage of money, tangible securities, as a direct result of robbery or safe burglary; • Theft of money, tangible securities, property, or funds causing direct financial loss to any client, for which the insured is legally liable. • Loss and/or Costs directly or indirectly caused by (a) Cyber Act; or (b) Cyber Incident. 	Excess Crime Limit of Indemnity: [REDACTED] in excess of [REDACTED] each and every loss 31/10/2022 To 30/10/2023

Insurance & Broker No.	Insurance Broker	Policyholder / Group Name	Insurance Policy	Limit of Indemnity	Period of Insurance
AXA	HC-One TopCo Ltd and All Subsidiary Companies	Employers Liability	<ul style="list-style-type: none"> To indemnify the insured in respect of their Legal Liability for Bodily Injury, Death or Disease to Employees arising out of and in the course of their employment in the Business Including Compensation for court attendance. Including Manslaughter defence costs: Limit [redacted] health and Safety legislation costs 	Limit of Indemnity [redacted] any one event [redacted] in respect of Terrorism)	31/10/2022 To 30/10/2023

Insurance Policy	Insured Party	Insurance Company	Insurance Policy No.	Insurance Policy Description	Insurance Policy Details	Insurance Policy Terms	Insurance Policy Conditions	Insurance Policy Exclusions
Zurich		HC-One TopCo Ltd and all subsidiary companies		Combined Liability Public / Products Liability (PL) Abuse & Molestation Medical Malpractice Liability	Legal liability to Third Parties for Bodily injury or Property Damage as defined in the policy including Medical Malpractice.	Public / Products Liability (PL) Limit of Indemnity any one occurrence (in the aggregate for Products and Pollution) Abuse & Molestation Limit of Indemnity (any one event and in the aggregate) Medical Malpractice Liability (MPL) Limit of Indemnity (any one claim and in the aggregate) Excess Each and every claim or occurrence : Annual Aggregate Medical Malpractice & Public Liability deductible	31/10/2022 To 30/10/2023	
AXA XL		HC One Topco Ltd and all Subsidiary Companies		Excess Layer Public / Products Liability	Follow on insurance for Public / Products Liability	in excess of 00 any one Occurrence	31/10/2022 To 30/10/2023	

Insurance & Reinsurance	Policy No	Names Insured	Policy Description	Insured Name	Policy Details	Period of Insurance	
AXA		HC-One Topco Ltd and subsidiary companies	Fully Comprehensive		<ul style="list-style-type: none">• Comprehensive cover in respect of any vehicle owned loaned or hired to HC One.• Drivers: Any person with a valid licence driving on the permission of HC One.• Use: Social Domestic and Pleasure and in connection with the business of the Insured including occasional business use of employees vehicles.	Third Party Liability – Private Car Any Other Vehicle Excess: and every claim for own damage, fire, theft and windscreen claims.	31/10/2022 To 30/10/2023
Allianz		HC One Topco Ltd and Subsidiary Companies	Engineering Inspection and Insurance		Statutory Inspection of Lifts and Pressure Vessels	31/10/2022 To 30/10/2023	
Rising Edge		HC One FinCo Limited Cayman Islands domiciled companies included by endorsement.	Directors & Officers Liability - Primary		Protection to the Directors and Officers of the company in their personal capacity against losses arising from claims made against them during the period arising from a wrongful act.	12/11/2022 to 11/11/2023	
Sompo		As per primary cover	1st Excess Layer Directors & Officers Liability		As per primary cover	12/11/2022 to 11/11/2023	

Insurance & Reinsurer	Policy No.	Underinsured	Excess Layer or Excess Layer	Excess Layer	Excess Layer	Period of Coverage
Travelers			As per primary cover	2nd Excess Layer Directors & Officers Liability	As per primary cover	12/11/2022 to 11/11/2023
Allied World			As per primary cover	3rd Excess Directors and Officers Liability	As per primary cover	12/11/2022 to 11/11/2023
WRB			As per primary cover	4th Excess Directors and Officers Liability	As per primary cover	12/11/2022 to 11/11/2023
omnyy on behalf of Accelerant			As per primary cover	5th Excess Directors and Officers Liability	As per primary cover	12/11/2022 to 11/11/2023

PART VI – CONSTRUCTION DOCUMENTATION

1. Project Partnering Agreement in relation to Fleming Court dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd and Moorehead Sutton & Laing Limited.
2. Project Partnering Agreement in relation to Grampian House dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd and Moorehead Sutton & Laing Limited.
3. Project Partnering Agreement in relation to Newton Aycliffe dated 04.08.2016 between HMC Properties Limited, Walter Thompson (Contractors Ltd), HMC Land Limited, Temple Safety Ltd, and Moorehead Sutton & Laing Limited.
4. Project Partnering Agreement in relation to Greenways Court dated 10.08.2010 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates Limited, and Moorehead Sutton & Laing Limited.
5. Project Partnering Agreement in relation to Kirkwood Court dated 10.08.2010 between HMC Properties Limited, Walter Thompson (Contractors Ltd), Alston Murphy Associates Ltd and Moorehead Sutton & Laing Limited.

SCHEDULE 3 – FORM OF NOTICE FOR ACCOUNTS

To: [Account Bank]

Copy: Mount Street Mortgage Servicing Limited as Security Agent

Date: [•]

Dear Sirs,

1. We hereby give you notice that we have charged by way of first fixed charge to Mount Street Mortgage Servicing Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a debenture (the "**Debenture**") dated [•] entered into by ourselves (as Chargor) (amongst others) in favour of the Security Agent, all of our rights, title, interest and benefit from time to time, present and future, in and to all sums of money which may now or in the future be held with you for our account in the accounts identified in the Schedule to this notice and to any other accounts from time to time maintained with you by us (the "**Accounts**") and all balances now or hereafter standing to the credit of any such account including all interest from time to time thereon, the debt represented thereby and all rights in relation thereto together with all interest from time to time earned on such sums and the debts represented by such sums and interest.
2. With effect from the date of your receipt of this notice:
 - (a) subject to paragraph (e) below, all sums from time to time standing to the credit of the Accounts should be held to the order of the Security Agent;
 - (b) subject to paragraph (e) below, such sums may only be paid or released in accordance with the written instructions of the Security Agent at any time;
 - (c) the terms and conditions relating to the Accounts designated as "Blocked" may not be amended, varied or waived without the prior written consent of the Security Agent;
 - (d) we are not permitted to withdraw any amount from the Accounts designated as "Blocked" in the Schedule to this notice without the prior written consent of the Security Agent; and
 - (e) we are permitted to withdraw or transfer amounts from the Accounts designated as "Not blocked" in the Schedule to this notice until such time as the Security Agent provides written notification to you that such permission is withdrawn (and the Security Agent may withdraw or notify this permission in its absolute discretion at any time).
3. You are authorised and instructed, without requiring further approval from us:
 - (a) to pay all monies received by you for the Accounts to (and only to) the credit of the Accounts;

- (b) to provide the Security Agent with such information relating to the Accounts as it may from time to time request; and
 - (c) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Debenture, the sums standing to the credit of the Accounts from time to time or the debts represented by them which you receive at any time from the Security Agent without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction.
- 4. These instructions may not be revoked without the prior written consent of the Security Agent.
- 5. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) you have not received notice of the interest of any third party in the accounts; and
 - (c) you have not and will not claim, exercise or enforce any security interest, right of set-off, counterclaim or similar right in respect of the Accounts or the debts represented by them without the prior written consent of the Security Agent or, in relation to the Accounts designated as "Not blocked" in the Schedule to this notice, pursuant to the current account netting arrangements previously approved in writing by the Security Agent.
- 6. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

For and on behalf of
[CHARGOR]

For and on behalf of

Mount Street Mortgage Servicing Limited as Security Agent

SCHEDULE

Account Number	Sort Code	Account Name	Status
[0]	[0]	[Deposit][Capex][Disposal] [Debt Service][Collection] Account]	[Blocked/Not blocked]

[On acknowledgement copy]

To: Mount Street Mortgage Servicing Limited as Security Agent
[Address]

Copy to: *[CHARGOR]*

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

For and on behalf of

[Account Bank]

Date

SCHEDULE 4 FORM OF NOTICE FOR ASSIGNMENT OF CONTRACTS

To: *[Counterparty to relevant Assigned Agreement]*

Copy: Mount Street Mortgage Servicing Limited as Security Agent

Date: [•1

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to Mount Street Mortgage Servicing Limited (the "Security Agent") on behalf of certain Secured Parties pursuant to a debenture dated [] entered into by us in favour of the Security Agent, all of our rights, title and interest in and to *[insert details of relevant Contract]* (the "Assigned Agreement").
2. We will remain liable under the Assigned Agreement to perform all obligations imposed on us under the Assigned Agreement and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Assigned Agreement.
3. We will remain entitled to exercise all of our rights under the Assigned Agreement and you should continue to give notices under the Assigned Agreement to us, until such time as the Security Agent provides written notification to the contrary. Thereafter, all rights in respect of the Assigned Agreement (including the right to direct payments of amounts due thereunder to another account) will be exercisable by the Security Agent and notices under the Assigned Agreement should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Assigned Agreement as it may from time to time request;
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:
 - (a) you agree to the terms of this notice and to act in accordance with its provisions;
 - (b) [you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Assigned Agreement without the consent of the Security Agent;]
 - (c) you have not received notice of the interest of any third party in the Assigned Agreement; and

- (d) [you will notify the Security Agent of any breach by us of the terms of the Assigned Agreement and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach].

7. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

For and on behalf of
[CHARGOR]

For and on behalf of

Mount Street Mortgage Servicing Limited as Security Agent

[On acknowledgement copy]

To: Mount Street Mortgage Servicing Limited as Security Agent *[Address]*

Copy to: *[CHARGOR]*

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

for and on behalf of

[Counterparty to relevant Assigned Agreement]

Date: []

SCHEDULE 5 – FORM OF NOTICE FOR INSURANCE POLICIES

To: *[insurer/insurance broker]*

Copy: Mount Street Mortgage Servicing Limited as Security Agent

Date: [o]

Dear Sirs,

1. We hereby give you notice that we have assigned by way of security to Mount Street Mortgage Servicing Limited (the "**Security Agent**") on behalf of certain Secured Parties pursuant to a debenture dated [e] entered into by, amongst others, us in favour of the Security Agent, all of our rights, title and interest in and to the insurance policies identified in the Schedule to this letter (other than in relation to third party liabilities) (the "**Insurance Policies**").
2. We will remain liable under the Insurance Policies to perform all obligations imposed on us under the Insurance Policies and none of the Security Agent, its agents, any receiver, administrator or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance Policies.
3. We will remain entitled to exercise all of our rights under the Insurance Policies and you should continue to give notices under the Insurance Policies to us, until such time as the Security Agent provides written notification to the contrary. Thereafter:
 - (a) all amounts payable under the Insurance Policies should be paid to the Security Agent or as it directs; and
 - (b) all rights in respect of the Insurance Policies will be exercisable by the Security Agent and notices under the Insurance Policies should be given to the Security Agent or as it directs.
4. You are authorised and instructed (without requiring further approval from us) to provide the Security Agent with such information relating to the Insurance Policies as it may from time to time request.
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. Please note the interest of the Security Agent on the Insurance Policies and show the Security Agent as loss payee and first priority assignee.
7. Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) to confirm (by way of undertaking in favour of the Security Agent) that:

- (a) you agree to the terms of this notice and to act in accordance with its provisions;
- (b) you have not received notice of the interest of any third party in any of the Insurance Policies;
- (c) you have noted the interests of the Security Agent on the Insurance Policies;
- (d) you will not cancel, avoid, release or otherwise allow the Insurance Policies to lapse without giving the Security Agent at least thirty days' prior written notification;
- (e) you have not and will not claim, exercise or enforce any right of set-off, counterclaim or similar right in respect of the Insurance Policies without the consent of the Security Agent;
- (f) you will notify the Security Agent of any breach by us of the terms of any Insurance Policy and will allow the Security Agent or the Secured Parties referred to in this notice to remedy that breach; and
- (g) the Security Agent shall not in any circumstances be liable for the premium in relation to the Insurance Policies (but may elect to pay it).

8. This notice and any non-contractual obligations arising out of or in relation to this notice shall be governed by, and interpreted in accordance with, English law.

Yours faithfully,

For and on behalf of
[CHARGOR]

For and on behalf of

Mount Street Mortgage Servicing Limited as Security Agent

SCHEDULE

[Details of Insurance Policies to be inserted]

[On acknowledgement copy]

To: Mount Street Mortgage Servicing Limited as Security Agent
[Address]

Copy to: *[CHARGOR]*

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

For and on behalf of
[Insurer]

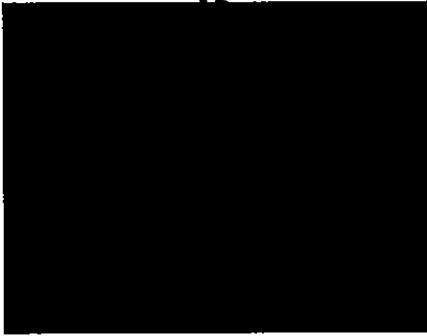
Date

IN WITNESS WHEREOF the Parties hereto have caused this Deed to be executed and delivered as a deed on the day and year first before written.

SIGNATURE PAGES

THE SECURITY AGENT

SIGNED on behalf of
**MOUNT STREET MORTGAGE
SERVICING LIMITED**



Authorised Signatory

Name



THE CHARGORS

EXECUTED as a **DEED** by HC-One Properties 3) Signature in the name of the Company
Limited a Company incorporated in the Isle of Man acting) HC-One Properties 3 Limited
by

Robert Arthur Cannell

Signature of:



Authorised Signatory

who in accordance with the laws of that territory, is acting
under the authority of the company in the presence of a
witness

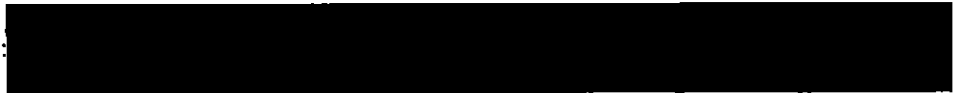
Witness Signature:



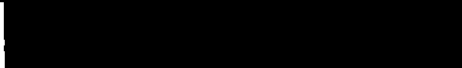
Witness Name:

EMMA LOUISE QUINE

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-One) Signature in the name of the Company
Properties 2 Limited a Company) HC-One Properties 2 Limited
incorporated in the Isle of Man acting by

Robert Arthur Cannell

Signature of:



Authorised Signatory

who in accordance with the laws of that
territory, is acting under the authority of the
company in the presence of a witness

Witness Signature:



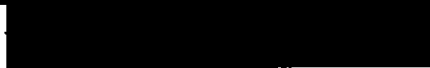
Witness Name:

EMMA LOUISE QUINE

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-)

One Finco Limited acting by a)
director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One Holdings Limited acting by a)
director

In the presence of:

Director

Witness Signature CLARE TANNEY

Witness Name:

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One Management Limited acting
by a director)



In the presence of:

Director



Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

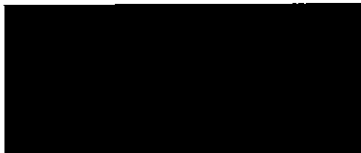


Witness Occupation:



EXECUTED as a **DEED** by HC-)

One Upper Midco Limited acting
by a director)



In the presence of:

Director



Witness Signature

Witness Name: CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-)
One Properties Group Limited)
acting by a director)

In the presence of:



Director



Witness Signature

Witness Name: CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-)
One No.1 Limited acting by a)
director)

In the presence of:



Director



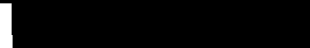
Witness Signature

Witness Name: CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-)

One Intermediate Holdco 1

Limited acting by a director)

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One Properties 4 Limited acting

by a director)

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One Properties 1 Limited acting)

by a director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One Properties 5 Limited acting)

by a director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)
One Intermediate Holdco 2
Limited acting by a director)

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)
One No.2 Limited acting by a
director)

In the presence of:

Director

Witness Signature

Witness Name:
CLARE TANNEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One No.4 Limited acting by a)
director



In the presence of:

Director



Witness Signature

Witness Name:

CLARE TANNEY

Witness Address:

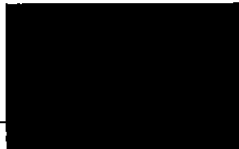


Witness Occupation:



EXECUTED as a **DEED** by HC-)

One Limited acting by a director)



In the presence of:

Director



Witness Signature

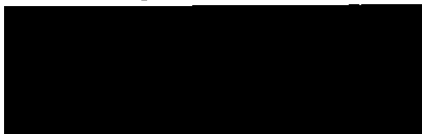
Witness Name:

CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-)

One (NHP5) Limited acting by a
director)



In the presence of:

Director



Witness Signature

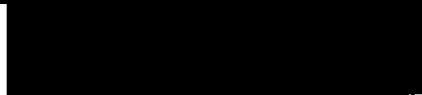
Witness Name: CLARE TANNER



Witness Address:

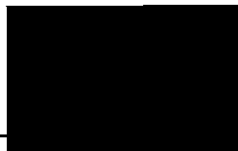


Witness Occupation:



EXECUTED as a **DEED** by HC-)

One (NHP6) Limited acting by a
director)



In the presence of:

Director



Witness Signature

Witness Name: CLARE TANNER



Witness Address:

Witness Occupation:



EXECUTED as a **DEED** by HC-)

One (NHP1) Limited acting by a)
director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)

One (NHP7) Limited acting by a)
director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)
One (NHP8) Limited acting by a)
director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNLEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-)
One (NHP3) Limited acting by a)
director

In the presence of:

Director

Witness Signature

Witness Name: CLARE TANNLEY

Witness Address:

Witness Occupation:

EXECUTED as a **DEED** by HC-) Signature in the name of the Company
One (NHP4) Limited a Company) HC-One (NHP4) Limited
incorporated in the Cayman)
Islands acting by

Signature of:

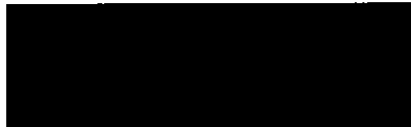
David Smith



Authorised Signatory

who in accordance with the laws
of that territory, is acting under the
authority of the company in the
presence of a witness

Witness Signature:



Witness Name: CLARE TANNY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-) Signature in the name of the Company
One (NHP2) Limited a Company) HC-One (NHP2) Limited
incorporated in the Cayman
Islands acting by

Signature of:

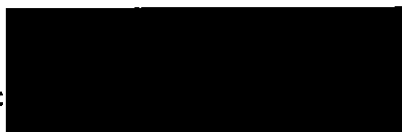
David Smith



Authorised Signatory

who in accordance with the laws
of that territory, is acting under the
authority of the company in the
presence of a witness

Witness Signature:



Witness Name:

CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a DEED by HC-) Signature in the name of the Company
One Intermediate Holdco 3
Limited a Company incorporated) HC-One Intermediate Holdco 3
in the Cayman Islands acting by Limited

Signature of:

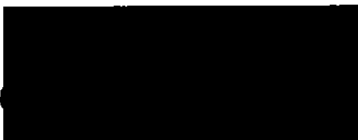
David Smith



Authorised Signatory

who in accordance with the laws
of that territory, is acting under the
authority of the company in the
presence of a witness

Witness Signature:



Witness Name:

CLARE TANNY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-) Signature in the name of the Company
One Holdco 3 Limited a Company) HC-One Holdco 3 Limited
incorporated in the Cayman)
Islands acting by

Signature of:

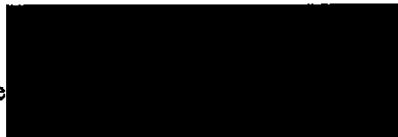
David Smith



Authorised Signatory

who in accordance with the laws
of that territory, is acting under the
authority of the company in the
presence of a witness

Witness Signature



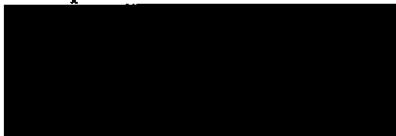
Witness Name:

CLARE TANNEY

Witness Address:



Witness Occupation:



EXECUTED as a **DEED** by HC-One)
Intermediate Holdco 4 Limited a Company)
incorporated in Jersey acting by

Signature in the name of the
Company

HC-One Intermediate Holdco 4
Limited

Signature of:

David Smith

Authorised Signatory

who in accordance with the laws of that
territory, is acting under the authority of the
company in the presence of a witness

Witness Signature:

Witness Name:

CLARE TANNEY

Witness Address:

Witness Occupation