

564607/13

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

MR01

Particulars of a charge



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

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

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

What this form is NOT for
You may not use this form to register a charge where there is no instrument Use form MR08

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

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

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

THURSDAY



S3M04MD5
SCT 04/12/2014 #96
COMPANIES HOUSE

1 Company details

Company number 0 7 7 1 2 6 5 6

Company name in full HC-One Limited

16 For official use

→ Filing in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

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

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

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

Name HCP, Inc.

Name

Name

Name

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

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

MR01

Particulars of a charge

4 Brief description

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

Brief description

ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING BARLEYSTONE COURT, WESTQUARTER AVENUE, FALKIRK REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER STG26205

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

Please limit the description to the available space

5 Other charge or fixed security

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

Yes

No

6 Floating charge

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

Yes Continue

No Go to Section 7

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

Yes

7 Negative Pledge

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

Yes

No

8 Trustee statement ¹

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

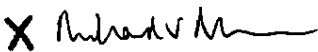
¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X 

For and on behalf of
Burness Paull LLP

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name HCP/3001/3 HMR

Company name
BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7712656

Charge code: 0771 2656 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2014 and created by HC-ONE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2014

Given at Companies House, Cardiff on 10th December 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



HC-ONE LIMITED
as Chargor

and

HCP, INC.
as Security Agent for the Secured Parties

STANDARD SECURITY
in respect of subjects at Barleystone Court, West Quarter Avenue, Falkirk FK2 9RY

Certified a true copy
Edinburgh
Paul Wood
for and on behalf of Burness Paull LLP

INDEX

Clause No	Heading	Page No
1	DEFINITIONS AND INTERPRETATION	1
2	BOND	2
3	CHARGE	2
4	STANDARD CONDITIONS	2
5	ENFORCEMENT	3
6	INCORPORATION OF FINANCE DOCUMENTS	3
7	SUBSEQUENT SECURITY INTERESTS	3
8	ASSIGNATION BY THE SECURITY AGENT	3
9	EXPENSES AND INDEMNITY	4
10	NOTICES	4
11	GOVERNING LAW AND JURISDICTION	4
12	WARRANTICE AND CONSENT TO REGISTRATION	5

INSTRUMENT

by

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

in favour of

- (2) **HCP, INC.**, a company incorporated in Maryland, USA of 1920 Main Street, Suite 1200, Irvine, CA 92614 as Security Agent for the Secured Parties as defined in the Facility Agreement referred to below (the "**Security Agent**")

CONSIDERING THAT:

- (i) the Lenders have agreed to make a loan facility available under the Facility Agreement (as defined below);
- (ii) one of the conditions precedent to the availability of the facility referred to in paragraph (i) above is that the Chargor grants to the Security Agent this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument.

"Declared Default" means an Event of Default in respect of which any notice has been served by the Agent in accordance with clause 23 20 (Acceleration) of the Facility Agreement;

"Facility Agreement" means the £387,000,000 facility agreement dated 30 June 2013 (and amended from time to time including amended and restated on 8 October 2014) between (amongst others) the Chargor, the Lenders and the Security Agent;

"Secured Obligations" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and whether as principal or surety or in any other capacity whatsoever) of the Chargor to any Secured Party under any Finance Document;

"Secured Party" means each Secured Party (as defined in the Facility Agreement), and

"Security" means any Security Interest created, evidenced or conferred by or under this Instrument; and



the "Security Subjects" means the tenant's interest in the lease of ALL and WHOLE the subjects known as Barleystone Court Nursing Home, West Quarter Avenue, West Quarter, Falkirk FK2 9RY registered in the Land Register of Scotland under Title Number STG26205 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive effering thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto.

1 2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Instrument, the same meaning in this Instrument.
- 1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this Instrument as though they were set out in full in this Instrument except that references to the Facility Agreement are to be construed as references to this Instrument.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 If the Security Agent considers that an amount paid to it or any Secured Parties is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Instrument.

2 BOND

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge to the Security Agent all the Secured Obligations in the manner provided for in the Finance Documents.

3 CHARGE

The Chargor hereby in security for the payment and discharge of the Secured Obligations grants a standard security in favour of the Security Agent over the Security Subjects.

4 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time

being, shall apply save for the Standard Conditions 1 to 7 and Standard Conditions 12 which shall not apply

5 ENFORCEMENT

Upon the occurrence of a Declared Default and the Security Agent giving notice to the Chargor that this Standard Security is enforceable;

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

5.2 the Security Agent shall be able to take warrant of summary ejection against the Chargor, for the purposes of obtaining possession of the Security Subjects.

6 INCORPORATION OF FINANCE DOCUMENTS

In so far as applicable and permitted by law, the whole terms, undertakings, obligations, powers, rights and provisions of and contained in the Facility Agreement and the Security Agreement (in so far as they relate to the Security Subjects) are to be held to be incorporated in and shall be deemed to form part of this Instrument and incorporated *mutatis mutandis* but so that each reference therein to the Security Assets shall be read as a reference to the Security Subjects and shall be in addition to the obligations of the Chargor specified therein.

7 SUBSEQUENT SECURITY INTERESTS

7.1 If any subsequent charge or other interest affects the Security Subjects, any Secured Party may open a new account with the Chargor.

7.2 If a Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

7.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligations

8 ASSIGNATION BY THE SECURITY AGENT

The Security Agent may only assign and transfer all of its rights and obligations under this Instrument to a replacement Security Agent if appointed in accordance with the terms of the Facility Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Instrument in place of the previous Security Agent.

9 EXPENSES AND INDEMNITY

Without double counting any amount recovered under any other indemnity or similar provision of any other Finance Documents, the Chargor must:

9.1 immediately on demand pay, or on an indemnity basis reimburse, all costs and expenses reasonably incurred (including legal fees) together with any VAT thereon incurred by any Secured Party, attorney, manager, agent or other person appointed by the Security Agent under this Instrument in connection with:

9.1.1 the negotiation, preparation and execution of this Instrument;

9.1.2 the completion of the transactions and perfection of the security contemplated in this Instrument, and

9.1.3 the exercise, preservation and/or enforcement of the Security or any Security Rights contemplated by this Instrument; and

9.2 keep each of those persons indemnified against any loss or liability incurred by it in connection with any litigation, arbitration or administrative proceedings concerning this Security or the Security Rights; this includes any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise,

9.3 and any amount due but unpaid shall carry interest from the date of such demand until so reimbursed at the rate and on the basis mentioned in Clause 8.3 (*Default Interest*) of the Facility Agreement

10 NOTICES

All notices, requests, demands and other communications to be given under this Instrument shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 33 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Instrument as though that clause were set out in full in this Instrument.

11 GOVERNING LAW AND JURISDICTION

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

12 **WARRANTICE AND CONSENT TO REGISTRATION**

12.1 The Chargor hereby grants warrantice

12.2 A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Obligations at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution. IN WITNESS WHEREOF these presents consisting of this and the preceding 4 pages are executed as follows.

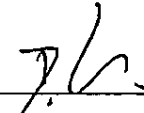
THE CHARGOR

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

at WRAGGE LAWRENCE GRAHAM & CO LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU


on **07 NOV 2014**

by DAVID SMITH.
Print Full Name


Director

before this witness

KATE DAVIES
Print Full Name


Witness

Address

WRAGGE LAWRENCE GRAHAM & CO LLP SOLICITORS
4 MORE LONDON RIVERSIDE LONDON SE1 2AU

