

ANNOUNCEMENT

£350,000,000 of 8.750% Senior Secured Notes due 2019 (the **Senior Secured Notes**)

£175,000,000 of 12.250% Senior Notes due 2020 (the **Senior Notes**)

(Collectively referred to as the **Notes**)

(ISIN: XS0794786011 / ISIN: XS0794785633

ISIN: XS0794787415 / ISIN: XS0794787175)

Issued by Elli Finance (UK) plc and Elli Investments Limited (the "**Issuers**", and together with their subsidiaries, the "**Four Seasons Group**")

The Issuers are pleased to announce that they have entered into an amendment to the £70.0 million super senior facility agreement dated 15 March 2018 (the "Facility") with the lenders thereunder to provide the Four Seasons Group with additional working capital via an increase in the Facility size up to a maximum amount of £110 million, and to extend the Facility's maturity date to 3 June 2019. The Facility's extension and upsize provide enhanced continuity of care and operational stability over the remainder of the period that the Four Seasons Group expects to complete its restructuring, as well as provide funds sufficient to cover certain of the Four Seasons Group's, creditors' and other expenses incurred over the course of completing its restructuring. Closing cash of the Four Seasons Group as at 30 December 2018 was £30.3 million.

For further enquiries, please contact:

Company media contacts:

Oliver Hughes and Katie Hunt

MHP Communications

+44 (0)20 3128 8622

fshc@mhpc.com

For more information on the Four Seasons Group, please visit <https://www.fshc.co.uk/investors>.

This announcement has been given by:

Elli Finance (UK) plc

Elli Investments Limited

Norcliffe House

Old Bank Chambers

Station Road

La Grand Rue

Wilmslow

St Martin's, Guernsey

SK9 1BU

GY4 6RT

THIS AMENDMENT AGREEMENT (this “**Agreement**”) is dated 11 March 2019 and made between:

- (1) **ELLI ACQUISITIONS LIMITED**, a limited liability company incorporated under the laws of Guernsey with its registered office at Old Bank Chambers, La Grande Rue, St Martin's, Guernsey, Channel Islands GY4 6RT and registered with company number 55186 ;
- (2) **ELLI FINANCE (UK) PLC**, a public limited company incorporated under the laws of England and Wales with its registered office at Norcliffe House, Station Road, Wilmslow, SK9 1BU and registered with company number 08094161;
- (3) **ELLI INVESTMENTS LIMITED, ELLI GROUP (UK) LIMITED AND THE OTHER ENTITIES** listed in Schedule 1 as the Guarantors;
- (4) **GLOBAL LOAN AGENCY SERVICES LIMITED**, a private limited company incorporated under the laws of England and Wales with its registered office at 45 Ludgate Hill, London EC4M 7JU, United Kingdom and registered company number 08318601, as Agent; and
- (5) **GLAS TRUST CORPORATION LIMITED**, a private limited company incorporated under the laws of England and Wales, registered at 45 Ludgate Hill, London EC4M 7JU, with registered number 07927175, as Security Agent.

WHEREAS

- (A) The Company, the other Obligor, the Lenders and various parties thereto entered into a certain £70,000,000 credit facility agreement dated as of March 15, 2018 as amended from time to time prior to the date hereof (the “**Original Facility Agreement**”).
- (B) The Company and the Agent have agreed to enter into this Agreement in order to amend the terms of the Original Facility Agreement in the manner set out below. The Original Facility Agreement as amended by this Agreement (the “**Amended Agreement**”).

IT IS AGREED as follows:

1 AMENDMENTS

With effect from the Effective Date, the Original Facility Agreement shall be amended as set out in this Clause 1.

1.1 Definitions

- (a) The definition of “**Availability Period**” in clause 1.1 (*Definitions*) of the Original Facility Agreement shall be deleted in its entirety and replaced with the following:

“Availability Period” means: (a) in relation to the Effective Date Utilisation, the Effective Date; and (b) in relation to the Further Utilisation, the period from, but not including, the Effective Date, to and including 15 May 2019.”

- (b) The definition of “**Termination Date**” in clause 1.1 (*Definitions*) of the Original Facility Agreement shall be deleted in its entirety and replaced with the following:

“Termination Date” means 5:00p.m. BST on 3 June 2019, or such other date as may be mutually consented to by the Lenders and the Company.”

- (c) The definition of “**Total Commitments**” in clause 1.1 (*Definitions*) of the Original Facility Agreement shall be deleted in its entirety and replaced with the following:

“Total Commitments” means the aggregate of the Commitments of all the Lenders, up to a maximum aggregate amount of £100,000,000 (or, if approved by the Lenders’ in their sole discretion, up to a maximum aggregate amount of £110,000,000).”

- (d) The definition of “**Material Adverse Effect**” in clause 1.1 (*Definitions*) of the Original Facility Agreement shall be deleted in its entirety and replaced with the following:

“Material Adverse Effect” means, in the opinion of the Majority Lenders, a material adverse effect on:

(a) the business, operations, property, assets, condition or prospects (financial or otherwise) of the Group; or

(b) the ability of the Obligors taken as a whole to perform their obligations under the Debt Documents and/or the Forbearance Arrangements (or any provision thereof); or

(c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents, or the validity or enforceability of the Debt Documents (as defined in the Intercreditor Agreement) or the rights or remedies of any Finance Party under any of the Debt Documents in a manner and to an extent materially adverse to the interests of the Finance Parties under the Finance Documents; or

(d) any member of the Group’s regulatory status, or that one is threatened, pending or reasonably foreseeable and to the extent adverse to the interests of the Finance Parties under the Finance Documents.”

- (e) Clause 1.1 (*Definitions*) of the Original Facility Agreement shall be amended by adding the following terms:

“Approved Funding Agreement” means the funding agreement approved by each of the Lenders and the relevant EY IPs (as defined in the Governance Deeds).

“Effective Date” has the meaning given to that term in the amendment agreement dated 11 March 2019 between the Company and the Agent which amends this Agreement.”

“Effective Date Utilisation” means the Utilisation, in an amount of £30,000,000, which shall be requested by way of a Utilisation Request delivered in accordance with the terms of this Agreement on the Effective Date.”

“Further Utilisation” means a single further Utilisation, in an amount of up to £10,000,000, which may be requested by way of a Utilisation Request delivered in accordance with the terms of this Agreement for a Utilisation on a date falling within paragraph (b) of the definition of “Availability Period”; provided that such Utilisation: (a) shall be subject to the Lenders’ approval (which may be granted or withheld in the absolute discretion of the Lenders); and (b) written confirmation from the Company to the Agent (on behalf of the Lenders) that: (i) the Standstill Agreement (as amended from time to time) is still in full force and effect; (ii) no event that could result in the occurrence of a Forbearance Expiration Date (as defined in the Standstill Agreement) has occurred; and (iii) no default or event of default (however described) has occurred under any Debt Document, the Standstill Agreement or any other document entered into by a Lender (or any Affiliate of any Lender) and any member of the Group.”

- 1.2 The following clause shall be added as new clause 2.4:

“2.4 Increase

*Upon the occurrence of the Effective Date, H/2 Credit Manager LLC, on behalf of certain investment funds managed by it or its affiliates, shall make available to the Borrower additional commitments in the aggregate amount of up to £30,000,000 (the “**Increased Commitments**”). In addition, upon the occurrence of the Effective Date, the Lenders agree to make available amounts pursuant to the Further Utilisation subject to and on the terms set forth in this Agreement. Each Lender’s participation in the Increased Commitments shall be pro rata to its percentage share in the Total Commitments prior to the date of this Agreement or in such other proportions as agreed between the Lenders.”*

- 1.3 The following clause shall be added as new clause 24.29 and each subsequent clause number will be adjusted accordingly:

“24.29 Sale Proceeds

Each Obligor hereby acknowledges that, save for any amounts provided as a Committed Loan under and as defined in the Approved Funding Agreement, all other costs and expenses incurred in conjunction with the restructuring of the Group including, but not limited to, the Group’s, creditors’ and other expenses incurred over the course of its restructuring; costs associated with maintaining the continuity of care, including, but not limited to, transition costs associated with leasehold facilities; and the costs of administration in excess of the Committed Loans, shall be deducted by the Company, subject to the necessary consents provided by the Instructing Group and the Security Agent or Creditor Representatives (to the extent applicable) under the Intercreditor Agreement, from the proceeds of a sale of all or substantially all of the Group or the Group’s assets to the extent the terms and conditions proposed by the purchaser in such sale do not expressly provide for such costs.”

- 1.4 The following clause shall be added as new clause 25.17 and each subsequent clause number will be adjusted accordingly:

“25.17 Repayment of Senior Secured Notes and/or High Yield Notes

The repurchase, redemption or repayment (whether at maturity, by repurchase, redemption, satisfaction and discharge, defeasance or otherwise) of all or any portion of the outstanding principal amount of the Senior Secured Notes or the High Yield Notes (unless the outstanding principal amount of the Loan, and all accrued and unpaid interest thereon and other amounts payable under the Finance Documents, are simultaneously repaid and satisfied in full).”

- 1.5 The following clause shall be added as new clause 25.18 and each subsequent clause number will be adjusted accordingly:

“25.18 Confidentiality Agreement

The termination or expiration of the confidentiality agreement between, the Borrower, the Holdco Guarantor and H/2 Credit Manager LLC for and on behalf of certain investment funds managed by it or its affiliates dated 5 September 2016 (as amended from time to time) (the “Confidentiality Agreement”), or any breach by any member of the Group or Holdco Guarantor of any term thereof, or default by any member of the Group or Holdco Guarantor thereunder.”

1.6 Continuing obligations

The provisions of the Original Facility Agreement and the other Finance Documents (including the guarantee and indemnity of each Guarantor) shall, save as amended by this Agreement or by any document accepted by the Agent and the Lenders as a condition precedent to the Effective Date, continue in full force and effect and any reference in the Amended Agreement or any other

Finance Document to the Original Facility Agreement or to any provision of the Original Facility Agreement will be construed as a reference to the Amended Agreement, or that provision, as amended by this Agreement.

2 MISCELLANEOUS

2.1 Incorporation of terms

The provisions of clause 34 (*Notices*), clause 36 (*Partial Invalidity*), clause 37 (*Remedies and Waivers*) and clause 42 (*Enforcement*) of the Original Facility Agreement shall be incorporated into this Agreement as if set out in full in this Agreement and as if references in those clauses to “this Agreement” are references to this Agreement.

2.2 Counterparts

This Agreement 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 this Agreement.

2.3 Disclosure

In order to continue to provide all creditors with comparable access to material information, the Lenders require that the Company undertake to post and maintain this Agreement on its public website as soon as reasonably practicable, and in any event by no later than one Business Day after its entry into this Agreement.

2.4 Temporary Waiver

The Majority Lenders have instructed the Agent to hereby waive any Default or Event of Default in connection with the failure to deliver the Budget in the timeframe required by Clause 22.5 (*Budget*). In order to continue to provide all creditors with comparable access to material information, the Lenders require that the Company undertake to deliver a Budget on or before 31 March 2019 (the “**New Delivery Deadline**”), to both the Lenders and any Qualified Bidder (as defined in the Standstill Agreement, as amended from time to time), subject to such Qualified Bidder executing a confidentiality agreement on terms acceptable to the Company, including terms protective of the Company relative to its disclosure of commercially sensitive information including, but not limited to, the Budget, to prospective bidders who may have commercial interests that would be competitive with or adverse to the commercial interests of any member of the Group. In the event the Company fails to deliver the Budget on or before the New Delivery Deadline, an Event of Default shall immediately and automatically occur which is not waived or otherwise affected by the terms of this Agreement.

3 GOVERNING LAW

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

4 DEFINITIONS AND INTERPRETATION

4.1 Definitions

In this Agreement:

“**Effective Date**” means the date upon which the Agent confirms to the Company that it has received (or waived the requirement to receive) each of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in a form and substance satisfactory to the Agent and the Lenders.

“Party” means a party to this Agreement.

4.2 Incorporation of defined terms

Unless a contrary indication appears, terms defined in the Original Facility Agreement have the same meaning in this Agreement. The principles of construction set out in the Original Facility Agreement shall have effect as if set out in this Agreement.

4.3 Third Party Rights

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) or otherwise to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

4.4 Designation

In accordance with the Original Facility Agreement, each of the Company and the Agent designate this Agreement as a Finance Document.

IN WITNESS whereof this Agreement has been duly executed on the date first above written.

SCHEDULE 1
GUARANTORS

ALLIANCE CARE (DALES HOMES) LIMITED
BRIGHTERKIND (GRANBY CARE) LIMITED
BRIGHTERKIND HEALTH CARE GROUP LIMITED
BRIGHTERKIND HEALTH CARE LIMITED
BRIGHTERKIND JERSEY DEVELOPMENTS LIMITED
COUNTY HEALTHCARE LIMITED
ELLI INVESTMENTS LIMITED
ELLI ACQUISITIONS LIMITED
ELLI FINANCE (UK) PLC
ELLI GROUP (UK) LIMITED
FINO (JERSEY) NEWCO 1 LIMITED
FINO SENIORCO LIMITED
HUNTERCOMBE (GRANBY ONE) LIMITED
FOUR SEASONS (H2) LIMITED
FOUR SEASONS (JB) LIMITED
FOUR SEASONS (NO 10) LIMITED
HUNTERCOMBE (NO 12) LIMITED
HUNTERCOMBE (NO 13) LIMITED
HUNTERCOMBE (NO 14) LIMITED
FOUR SEASONS (NO 7) LIMITED
FOUR SEASONS 2000 LIMITED
FOUR SEASONS GROUP HOLDINGS LIMITED
FOUR SEASONS GROUP LIMITED
FOUR SEASONS HEALTH CARE (CAPITAL) LIMITED
FOUR SEASONS HEALTH CARE (ENGLAND) LIMITED
FOUR SEASONS HEALTH CARE (NORTHERN IRELAND) LIMITED
FOUR SEASONS HEALTH CARE (SCOTLAND) LIMITED

FOUR SEASONS HEALTH CARE HOLDINGS LIMITED
FOUR SEASONS HEALTH CARE LIMITED
HUNTERCOMBE PROPERTIES (FRENCHAY) LIMITED
HUNTERCOMBE PROPERTY LEASING LIMITED
FOUR SEASONS HEALTH CARE PROPERTIES (SPECIALIST) LIMITED
FOUR SEASONS HOMES NO 4 LIMITED
FOUR SEASONS HOMES NO 6 LIMITED
HUNTERCOMBE (SP) LIMITED
FSHC (UK) LIMITED
FSHC DEVELOPMENTS (PROPERTIES) LIMITED
HUNTERCOMBE (BIR) LIMITED
FSHC PROPERTIES (CH2) LIMITED
FSHC PROPERTIES (HOLDINGS) LIMITED
GRANBY CARE LIMITED
THE HUNTERCOMBE GROUP LIMITED
FSHC PROPERTIES (MANOR) LIMITED
LEELAND LIMITED
MERICOURT LIMITED
PHF (CHP) LIMITED
PHF SECURITIES NO 1 LIMITED
PHF SECURITIES NO 2 LIMITED
PRINCIPAL HEALTHCARE FINANCE (UK) NO 1 LIMITED
PRINCIPAL HEALTHCARE FINANCE (UK) NO 2 LIMITED
PRINCIPAL HEALTHCARE FINANCE LIMITED
PRINCIPAL HEALTHCARE LIMITED
RHYME (JERSEY) LIMITED
SILVER SPRINGS LIMITED
SISTINE PROPERTIES (WESTBURY) LIMITED
SPECIALITY CARE (REIT HOMES) LIMITED

TAMARIS HEALTHCARE (ENGLAND) LIMITED

TAMULST CARE LIMITED

THE HUNTERCOMBE GROUP (LEASECO) LIMITED

WHITEFIELD NURSING HOME LIMITED

FIFE NURSING HOMES LIMITED

HUNTERCOMBE HOMES NO. 3 LIMITED

SCHEDULE 2

CONDITIONS PRECEDENT

1. The applicable members of the Group shall have entered into amendments, consents or waivers under the indentures governing the SSNs and SNs that permit the Borrower to incur the full principal amount of the Increased Commitments (as defined in paragraph 1.2 above) and the other transactions contemplated hereby or by the Amended Agreement, and an amendment to the Intercreditor Agreement which amendments, consents or waivers shall be in form and substance satisfactory to the Lenders in their sole discretion.
2. The applicable members of the Group, the Lenders, the Agent and the Security Agent shall have executed and delivered each of the applicable Finance Documents, including guarantee and security confirmations, on the Effective Date by each member of the Group that is a guarantor under the Original Facility Agreement, in each case in form and substance satisfactory to the Lenders in their sole discretion.
3. The applicable members of the Group, the Lenders, the Agent and the Security Agent, as applicable, shall have executed and delivered all documents and instruments required for the creation and perfection of security interests in the collateral securing the obligations under the Original Facility Agreement, as amended pursuant to the terms hereof and including the Increased Commitments, in each case in form and substance satisfactory to the Lenders in their sole discretion.
4. The Agent shall have received: (i) customary legal opinions of counsel for the applicable members of the Group; (ii) customary organisational documents and officers' and public officials' certifications for the applicable members of the Group; and (iii) customary closing certificates and notices of borrowing, in each case satisfactory to the Agent and the Lenders in their sole discretion.
5. The representations and warranties made by the members of the Group in the Finance Documents shall be true and correct in all material respects as of the Effective Date and the applicable members of the Group shall have delivered to the Agent an officer's certificate to the same effect.
6. Immediately after giving effect to the borrowing of the Increased Commitments on the Effective Date, there shall not exist or have occurred any breach of, or matured or unmatured default or event of default under, the Finance Documents (other than any such default arising as a result of the Holdco Guarantor's failure to make interest payments in respect of the SNs or the Borrower's failure to make interest payments in respect of the SSNs).
7. There shall not have been any temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction enjoining, staying or preventing consummation of all or any of the transactions contemplated hereby.
8. The Lenders shall have received from each member of the Group party to the Finance Documents all documentation and other information required by regulatory authorities under applicable "*know your customer*" and anti-money laundering rules and regulations, including without limitation the PATRIOT Act and the beneficial ownership regulations (at least three business days prior the Effective Date).
9. All costs and expenses required to be reimbursed between the parties incurred through the Effective Date and set forth on a mutually agreed closing statement or funds flow statement (which shall be delivered to the Agent by the Group) shall have been paid.

SIGNATURES

ELLI ACQUISITIONS LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

ELLI FINANCE (UK) PLC

By: _____

Name: _____

Title: _____

Date: 11 March 2019

[GUARANTOR SIGNATURE PAGES TO FOLLOW]

AGENT

GLOBAL LOAN AGENCY SERVICES LIMITED

By: _____

Name: _____

Title: _____

SECURITY AGENT

GLAS TRUST CORPORATION LIMITED

By: _____

Name: _____

Title: _____

ALLIANCE CARE (DALES HOMES) LIMITED

By:

[Redacted Signature]

Name:

[Redacted Name]

Title:

Date: 11 March 2019

BRIGHTERKIND (GRANBY CARE) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

BRIGHTERKIND HEALTH CARE GROUP LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

BRIGHTERKIND HEALTH CARE LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

BRIGHTERKIND JERSEY DEVELOPMENTS LIMITED

By: 

Name:

Title:

Date: 11 March 2019

COUNTY HEALTHCARE LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

RULI INVESTMENTS LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

ELLI ACQUISITIONS LIMITED

By: _____

Name: _____
Title: _____

Date: 11 March 2019

ELLI FINANCE (UK) PLC

By: _____

Name: _____

Title: _____

Date: 11 March 2019

ELLI GROUP (UK) LIMITED

By:  _____

Name: 

Title: 

Date: 11 March 2019

FINO (JERSEY) NEWCO 1 LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

FINO SENIORCO LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE (GRANBY ONE) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS (H2) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS (JB) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS (NO 10) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE (NO 12) LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

HUNTERCOMBE (NO 13) LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

HUNTERCOMBE (NO 14) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS (NO 7) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS 2000 LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS GROUP HOLDINGS LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS GROUP LIMITED

By:



Name:



Title:

Date: 11 March 2019

FOUR SEASONS HEALTH CARE (CAPITAL) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS HEALTH CARE (ENGLAND) LIMITED

By:  _____

Name: 
Title: 

Date: 11 March 2019

FOUR SEASONS HEALTH CARE (NORTHERN IRELAND) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS HEALTH CARE (SCOTLAND) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS HEALTH CARE HOLDINGS LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FOUR SEASONS HEALTH CARE LIMITED

By:  _____

Name: 
Title: 

Date: 11 March 2019

HUNTERCOMBE PROPERTIES (FRENCHAY) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE PROPERTY LEASING LIMITED

By: _____

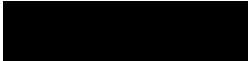
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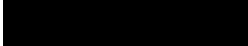
Title:

Date: 11 March 2019

FOUR SEASONS HEALTH CARE PROPERTIES (SPECIALIST) LIMITED

By:  _____

Name: 

Title: 

Date: 11 March 2019

FOUR SEASONS HOMES NO 4 LIMITED

By: _____

Name: _____
Title: _____

Date: 11 March 2019

FOUR SEASONS HOMES NO 6 LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE (SP) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FSHC (UK) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FSHC DEVELOPMENTS (PROPERTIES) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE (BIR) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FSHC PROPERTIES (CH2) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FSHC PROPERTIES (HOLDINGS) LIMITED

THE COMMON SEAL of FSHC PROPERTIES (HOLDINGS) LIMITED was hereto set and affixed by order of the Board of Directors in the presence of:



.....

Director



GRANBY CARE LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

THE HUNTERCOMBE GROUP LIMITED

By: _____

Name: _____
Title: _____

Date: 11 March 2019

FSHC PROPERTIES (MANOR) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

LEELAND LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

MERICOURT LIMITED

By:  _____

Name: 

Title: 

Date: 11 March 2019

PHF (CHP) LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

PHF SECURITIES NO 1 LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

PHF SECURITIES NO 2 LIMITED

By: _____

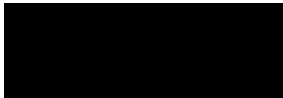
Name:


Title:

Date: 11 March 2019

PRINCIPAL HEALTHCARE FINANCE (UK) NO 1 LIMITED

By:  _____

Name: 

Title: 

Date: 11 March 2019

PRINCIPAL HEALTHCARE FINANCE (UK) NO 2 LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

PRINCIPAL HEALTHCARE FINANCE LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

PRINCIPAL HEALTHCARE LIMITED

By:  _____

Name: 
Title: 

Date: 11 March 2019

RHYME (JERSEY) LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

SILVER SPRINGS LIMITED

By: _____

Name:

Title:

Date: 11 March 2019

SISTINE PROPERTIES (WESTBURY) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

SPECIALITY CARE (REIT HOMES) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

TAMARIS HEALTHCARE (ENGLAND) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

TAMULST CARE LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

THE HUNTERCOMBE GROUP (LEASECO) LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

WHITEFIELD NURSING HOME LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

FIFE NURSING HOMES LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019

HUNTERCOMBE HOMES NO. 3 LIMITED

By: _____

Name: _____

Title: _____

Date: 11 March 2019