



Companies House

MR01(ef)

Registration of a Charge

Company name: **BLUEHOOD LIMITED**

Company number: **05828394**

Received for Electronic Filing: **19/09/2013**



Details of Charge

Date of creation: **17/09/2013**

Charge code: **0582 8394 0015**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR THE SECURED PARTIES UNDER AND IN TERMS OF THE TRUST AGREEMENT (EACH AS DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01).**

Brief description: **(ONE) ALL AND WHOLE THE SUBJECTS KNOWN AS BALCLUTHA COURT NURSING HOME, 48 FORSYTH STREET, GREENOCK PA16 8DY BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER REN79476; (TWO) ALL AND WHOLE THE SUBJECTS KNOWN AS FAIRVIEW HOUSE NURSING HOME, FAIRVIEW STREET, DANESTONE, ABERDEEN AB22 8ZP BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN87539 (THREE) ALL AND WHOLE THE SUBJECTS KNOWN AS STRACHAN HOUSE NURSING HOME, 93 CRAIGCROOK ROAD, EDINBURGH EH4 3PE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID94080 (FOUR) ALL AND WHOLE THE SUBJECTS KNOWN AS OCHIL HOUSE NURSING HOME, 2 ETTRICK DRIVE, PERTH PH1 1SB BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER PTH28961 (FIVE) ALL AND WHOLE THE SUBJECTS KNOWN AS KIRKURN COURT NURSING HOME, ACADEMY PLACE, PETERHEAD AB42 1JQ BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ABN87537 (SIX) ALL AND WHOLE THE SUBJECTS KNOWN AS SOUTH GRANGE NURSING HOME, GRANGE ROAD, MONIFIETH, DUNDEE DD5 4HT BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ANG42971 (SEVEN)**

ALL AND WHOLE THE SUBJECTS FORMING AND KNOWN AS FOUR HILLS NURSING HOME, 8 HAZLITT STREET, RUCHILL, GLASGOW G20 9NU BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA88618 (EIGHT) ALL AND WHOLE THE SUBJECTS KNOWN AS CANMORE LODGE NURSING HOME, 161 ROBERTSON ROAD, DUNFERMLINE KY12 0BL BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE81277 (NINE) ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING LETHEN PARK NURSING HOME, BERRYMUIR ROAD, PORTLETHEN, ABERDEEN AB12 4UF BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KNC17280 (TEN) ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING SEAVIEW HOUSE NURSING HOME, BROADHAVEN ROAD, WICK KW1 4RF BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER CTH2250 (ELEVEN) ALL AND WHOLE THE SUBJECTS KNOWN AS PENTLAND VIEW NURSING HOME, SCRABSTER ROAD, THURSO KW14 7UQ BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER CTH2249 (TWELVE) ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING LOCHDUHAR NURSING HOME, 1 BLACKLEY PARK ROAD, DUMFRIES DG2 9SW BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KRK7207 (THIRTEEN) ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING MO DHACHAIDH NURSING HOME, NORTH ROAD, ULLAPOOL IV26 2XL BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ROS6594 (FOURTEEN) ALL AND WHOLE THE SUBJECTS KNOWN AS HIGHVIEW NURSING HOME, SCORGUIE AVENUE, INVERNESS BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER INV14566 (FIFTEEN) ALL AND WHOLE THE SUBJECTS FORMING AND KNOWN AS FORDMILL NURSING HOME, 53 MILL STREET, MONTROSE DD10 8NE BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER ANG42969 (SIXTEEN) ALL AND WHOLE THE SUBJECTS KNOWN AS DRUMMOND GRANGE NURSING HOME, 7 KEVOCK ROAD, LASSWADE, MIDLOTHIAN EH18 1HT BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID92128 (SEVENTEEN) ALL AND WHOLE THE SUBJECTS KNOWN AS ALEXANDRA COURT NURSING HOME, 332 EDINBURGH ROAD, CARNTYNE, GLASGOW G33 2PH BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA4355 (EIGHTEEN) ALL AND WHOLE THE SUBJECTS KNOWN AS ARCHVIEW LODGE NURSING HOME, NEWMILLS ROAD, DALKEITH EH22 2AH BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID94082.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AINSLEY REID ON BEHALF OF MACLAY MURRAY & SPENS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5828394

Charge code: 0582 8394 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th September 2013 and created by BLUEHOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2013 .

Given at Companies House, Cardiff on 20th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

STANDARD SECURITY

by

BLUEHOOD LIMITED

in favour of

**THE ROYAL BANK OF SCOTLAND PLC
as Security Trustee**

Re: Various Properties

FAS No. 5889

We, **BLUEHOOD LIMITED**, incorporated under the Companies Acts in England and Wales with registration number 05828394 and having our registered office at Suite 201, Second Floor Design Centre East, Chelsea Harbour, London SW10 0XF (the "**Chargor**") CONSIDERING THAT:

- (A) pursuant to the terms of the Eurobond Instruments, Ravenshill International Ltd as a holder of Eurobond A, holder of Eurobond B and holder of Eurobond C (the "**Eurobondholder**"), the Eurobondholder has agreed to subscribe for certain eurobonds issued by the Chargor;
- (B) pursuant to the terms of an ISDA Master Agreement dated 13 July 2006 (as the same may be varied, amended, supplemented, restated or novated in any way from time to time being, the "**Senior LPI Hedge Agreement**") entered into among the Chargor and The Royal Bank of Scotland plc as senior LPI swap provider (the "**Senior LPI Hedge Counterparty**"), the Senior LPI Hedge Counterparty has entered into certain hedging arrangements with the Chargor;
- (C) pursuant to the terms of an ISDA Master Agreement dated 30 November 2006 (as the same may be varied, amended, supplemented, restated or novated in any way from time to time being, the "**Junior LPI Hedge Agreement**") entered into among the Chargor and The Royal Bank of Scotland plc as junior LPI swap provider (the "**Junior LPI Hedge Counterparty**"), the Junior LPI Hedge Counterparty has entered into certain hedging arrangements with the Chargor;
- (D) in security of *inter alia* the payment and discharge of the obligations of the Chargor under or pursuant to Eurobond Instruments, the Senior LPI Hedge Agreement and the Junior LPI Hedge Agreement (together the "**Agreements**") we, the Chargor and others have entered into a debenture on or about the date of these presents (as the same may be varied, amended, supplemented, restated or novated in any way from time to time, the "**Debenture**") among *inter alios*, us, the Chargor and the said The Royal Bank of Scotland plc in the capacity as security trustee for the Secured Parties, under and in terms of a trust agreement dated 13 July 2006, as amended and restated on or about the date of these presents (as the same may be further varied, amended, supplemented, restated or novated in any way from time to time, the "**Trust Agreement**") among, *inter alios*, the Chargor and said The Royal Bank of Scotland plc as security trustee (the "**Security Trustee**" which expression shall include its successors and assignees as trustee under and in terms of the Trust Agreement) and others;
- (E) in terms of the Trust Agreement the Security Trustee has agreed to hold on trust the security required to be delivered as security for the Agreements, including without limitation, the Debenture and this standard security for the benefit of the Secured Parties;
- (F) in order to regulate certain matters between, *inter alia*, the Chargor, the Junior LPI Hedge Counterparty, the Senior LPI Hedge Counterparty and the Eurobondholder these said parties have entered into an intercreditor agreement on or about the date of these presents (the "**Intercreditor Agreement**");
- (G) in accordance with the terms of the Debenture, the Intercreditor Agreement and the Agreements we, the Chargor, have agreed to grant this standard security;
- (H) words and expressions defined in the Debenture, the Intercreditor Agreement and the Agreements shall, unless otherwise defined herein, have the same meanings in this standard security (including the recitals hereto); and
- (I) the rules of construction contained in clause 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Intercreditor Agreement shall apply to the construction of this

standard security *mutatis mutandis* as though they were set out in full in this standard security.

NOW THEREFORE we, the Chargor, hereby in security of the payment and discharge of all present and future debts, claims, liabilities and obligations due, owing or incurred by the Chargor or an Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (the "**Secured Obligations**"), in accordance with the Finance Documents, including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity), except for any obligation or liability which if it were so included would cause that obligation or liability or any of the Security in respect thereof to be unlawful or prohibited by any applicable law GRANT a standard security in favour of the Security Trustee over **ALL** and **WHOLE** the property or properties described in the schedule annexed and executed as relative hereto (the "**Security Subjects**"): The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended, and any lawful variation thereof operative for the time being (the "**Standard Conditions**") shall apply: And we, the Chargor, agree that (One) the Standard Conditions shall be varied in so far as lawful and applicable by the provisions of the Agreements, the Intercreditor Agreement and the Debenture (the Agreements, the Intercreditor Agreement and the Debenture being together called the "**Documents**") to the effect that in so far as the provisions of the Documents extend, add to, depart from or conflict with the Standard Conditions or there is any inconsistency between the Standard Conditions and the provisions of the Documents, the Documents shall prevail and take effect so far as permitted by law and (Two) upon the occurrence of an Event of Default in accordance with the terms of any of the Documents, we, the Chargor, shall be held to be in default within the meaning of Standard Condition 9(1)(b) of the Standard Conditions whereupon, and without prejudice to all other rights and powers of the Security Trustee or otherwise, the Security Trustee shall be entitled to enter into possession of the Security Subjects: Subject to the terms of the Eurobond Instruments, we the Chargor are entitled to raise further finance under Eurobond C and that finance will be deemed to be incorporated into this standard security as if set out in this standard security: And we, the Chargor, grant warrandice but excepting from warrandice in respect of the whole subjects hereby secured, any rights of occupancy constituted by any care contracts in respect of residents of the nursing homes comprised within the subjects hereby secured but without prejudice to the right of the Security Trustee to quarrel or impugn the same on any ground of law not inferring warrandice against us;

And we, the Chargor, consent to registration hereof for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding two pages together with the schedule annexed are executed as follows:

SUBSCRIBED for and on behalf of
the said **Bluehood Limited**

signature of
director/secretary/authorised signatory/witness

DAVID DUNCAN
full name of above (print)

address of witness

**ROPES & GRAY
5 NEW STREET SQUARE
LONDON
EC4A 3BF
020 3122 1100**

signature of *WITNESS*
director/secretary/authorised signatory

SHONN VA
full name of above (print)

3 SEPTEMBER 2013
date of signing

LONDON
place of signing

This is the Schedule referred to in the foregoing Standard Security by Bluehood Limited in favour of The Royal Bank of Scotland plc as Security Trustee over Various Properties

1 Balclutha Court Nursing Home

ALL and WHOLE the subjects known as Balclutha Court Nursing Home, 48 Forsyth Street, Greenock PA16 8DY being the subjects registered in the Land Register of Scotland under Title Number REN79476

2 Fairview Nursing Home

ALL and WHOLE the subjects known as Fairview House Nursing Home, Fairview Street, Danestone, Aberdeen AB22 8ZP being the subjects registered in the Land Register of Scotland under Title Number ABN87539

3 Strachan House Nursing Home

ALL and WHOLE the subjects known as Strachan House Nursing Home, 93 Craigcrook Road, Edinburgh EH4 3PE being the subjects registered in the Land Register of Scotland under Title Number MID94080

4 Ochil Nursing Home

ALL and WHOLE the subjects known as Ochil House Nursing Home, 2 Etrick Drive, Perth PH1 1SB being the subjects registered in the Land Register of Scotland under Title Number PTH28961

5 Kirkburn Court Nursing Home

ALL and WHOLE the subjects known as Kirkburn Court Nursing Home, Academy Place, Peterhead AB42 1JQ being the subjects registered in the Land Register of Scotland under Title Number ABN87537

6 South Grange Nursing Home

ALL and WHOLE the subjects known as South Grange Nursing Home, Grange Road, Monifieth, Dundee DD5 4HT being the subjects registered in the Land Register of Scotland under Title Number ANG42971

7 Four Hills Nursing Home

ALL and WHOLE the subjects forming and known as Four Hills Nursing Home, 8 Hazlitt Street, Ruchill, Glasgow G20 9NU being the subjects registered in the Land Register of Scotland under Title Number GLA88618

8 Canmore Lodge Nursing Home

ALL and WHOLE the subjects known as Canmore Lodge Nursing Home, 161 Robertson Road, Dunfermline KY12 0BL being the subjects registered in the Land Register of Scotland under Title Number FFE81277

9 Lethen Park Nursing Home

ALL and WHOLE the subjects known as and forming Lethen Park Nursing Home, Berrymuir Road, Portlethen, Aberdeen AB12 4UF being the subjects registered in the Land Register of Scotland under Title Number KNC17280

10 Seaview House Nursing Home

ALL and WHOLE the subjects known as and forming Seaview House Nursing Home, Broadhaven Road, Wick KW1 4RF being the subjects registered in the Land Register of Scotland under Title Number CTH2250

11 Pentland View Nursing Home

ALL and WHOLE the subjects known as Pentland View Nursing Home, Scrabster Road, Thurso KW14 7UQ being the subjects registered in the Land Register of Scotland under Title Number CTH2249

12 Lochduhar Nursing Home

ALL and WHOLE the subjects known as and forming Lochduhar Nursing Home, 1 Blackley Park Road, Dumfries DG2 9SW being the subjects registered in the Land Register of Scotland under Title Number KRK7207

13 Mo Dhachaidh Nursing Home

ALL and WHOLE the subjects known as and forming Mo Dhachaidh Nursing Home, North Road, Ullapool IV26 2XL being the subjects registered in the Land Register of Scotland under Title Number ROS6594

14 Highview Nursing Home

ALL and WHOLE the subjects known as Highview Nursing Home, Scorguie Avenue, Inverness being the subjects registered in the Land Register of Scotland under Title Number INV14566

15 Fordmill Nursing Home

ALL and WHOLE the subjects forming and known as Fordmill Nursing Home, 53 Mill Street, Montrose DD10 8NE being the subjects registered in the Land Register of Scotland under Title Number ANG42969

16 Drummond Grange Nursing Home

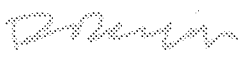
ALL and WHOLE the subjects known as Drummond Grange Nursing Home, 7 Kevoek Road, Lasswade, Midlothian EH18 1HT being the subjects registered in the Land Register of Scotland under Title Number MID92128


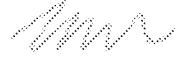
17 Alexandra Court Nursing Home

ALL and WHOLE the subjects known as Alexandra Court Nursing Home, 332 Edinburgh Road, Carntyne, Glasgow G33 2PH being the subjects registered in the Land Register of Scotland under Title Number GLA4355

18 Archview Lodge Nursing Home

ALL and WHOLE the subjects known as Archview Lodge Nursing Home, Newmills Road, Dalkeith EH22 2AH being the subjects registered in the Land Register of Scotland under Title Number MID94082


signature of
director/secretary/authorised signatory

 
signature of ~~SIA~~ *SIGNATURE OF WITNESS*
director/authorised signatory

WITNESS APPROVED:

ROPES & GRAY
5 NEW STREET SQUARE
LONDON
EC4A 3BF
020 3122 1100

WITNESS OCCUPATION: SOLICITOR