136830/78

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

MR01
Particulars of a charge

Companies House

FRIDAY

R34LNOI2
RCS 28/03/2014 #138
COMPANIES HOUSE
A34GKDE0
A07 26/03/2014 #306
COMPANIES HOUSE

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

You can use the Web
Please go to www.com

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

What this form is NO
You may not use this for register a charge where instrument Use form MR

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 If 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 will be scanned and placed on the public record

1 Company details

For official use

Company number: 0 8 8 3 1 0 6 3

Company name in full: BAM PROPCO (JOHNSTONE) LIMITED

→ **Filling 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 1 d 3 m 0 m 3 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: INVESTEC BANK PLC

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

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

N/A

5 Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

MR01
Particulars of a charge

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 [illegible] MEMBER FOR BROOKE LLP X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name AKK SZG INV29 13 21176547

Company name BRODIES LLP

Address 15 ATHOLL CRESCENT

Post town EDINBURGH

County/Region

Postcode E H 3 8 H A

Country UNITED KINGDOM

DX ED10

Telephone 0131 656 3263

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

This form has been provided free of charge by Companies House

PROFORMA

Company Number 08861063
Company Name BAM PROPCO (JOHNSTONE) Limited
Contact Name/ Organisation Brodies LLP
Address 15 Atholl Crescent, Edinburgh, EH3 8HA

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08
Particulars of the charge to be added, amended or deleted (please tick as appropriate)

✓ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Persons entitled to the charge

☐ Description of property

☐ Fixed charge tick box (applies only to MR01/LLMR01)

☐ Floating charge tick box (applies only to MR01/LLMR01)

☐ Negative pledge tick box (applies only to MR01/LLMR01)

☐ Nature of the charge
(applies only to MR08/LL MR08)

☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
  (applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
  (applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
  (applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
  (applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please change the Company Number on the 2 x forms MR01 to '08861063'

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8861063

Charge code: 0886 1063 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2014 and created by BAM PROPCO (JOHNSTONE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2014.

Given at Companies House, Cardiff on 1st April 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

BRODIES LLP

www.brodies.com

ASSIGNATION OF RENTS

by

BAM PROPCO (JOHNSTONE) LIMITED

in favour of

INVESTEC BANK PLC

Property: RANFURLY CARE HOME, JOHNSTONE

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
DX ED 10
Ref: AKK.SZG INV29 13
FAS 0468
2014

CERTIFIED A TRUE COPY SAVE FOR THE MATERIAL REDACTED PURSUANT TO S859G OF THE COMPANIES ACT 2006

BRODIES LLP
Solicitors

25 MARCH 2014

Ref INV29.13

ASSIGNATION by:

1 **BAM PROPCO (JOHNSTONE) LIMITED** a company incorporated in **England and Wales** with registered number **08861063** and having its registered office at **Sussex House, 143 Long Acre, London, WC2E 9AD (the "Assignor")**

in favour of

2 **INVESTEC BANK PLC,** incorporated in England and Wales (Company Number 00489604) whose registered office is at 2 Gresham Street, London EC2V 7QP, United Kingdom (the "Bank")

CONSIDERING THAT.-

A. The Bank has agreed or will agree to make certain loan facilities available to the Assignor

B It is a condition precedent to the making available of loan facilities by the Bank to the Assignor that the Assignor grants to the Bank this Assignation

ACCORDINGLY IT IS AGREED AS FOLLOWS

1 Definitions and Interpretation

1 1 Definitions

In this Assignation.

1 1 1 **"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

1 1.2 **"Borrowers"** means BAM Holdco (2) Limited a company incorporated in England and Wales (Company Number 08782196) whose registered office is at Sussex House, 143 Long Acre, London WC2E 9AD,

1 1 3 **"Collateral Instruments"** means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance,

1 1 4 **"Debenture"** means the debenture dated on or around the date of this Assignation and made between the Assignor and the Bank,

1 1 5 **"Default Rate"** means.

(a) the Default Rate specified in the Facility Letter, or

(b) if no such rate is specified in the Facility Letter or other Facility Document, two per centum (2 00%) per annum over the base rate of the Bank from time to time,

1 1 6 **"Encumbrance"** means any mortgage, charge, standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking,

1 1 7 **"Enforcement Event"** means

(a) the Bank making demand for payment or discharge of all or any of the Secured Obligations at any time, and/or

(b) the occurrence of an Event of Default which is continuing,

1 1 8 **"Event of Default"** means the occurrence of an event of default (howsoever described) under any Facility Document,

1 1 9 **"Facility Documents"** means

(a) the Facility Letter, and/or

(b) any other letter, document, agreement or security (including this Assignation) comprising or constituting the Secured Obligations from time to time,

1 1 10 **"Facility Letter"** means the facility letter dated on or around the date of this Assignation and made between, amongst others, the Borrowers and the Bank and all terms and conditions expressly incorporated therein, pursuant to which the Bank makes a term loan facility of up to £31,688,750 available to the Borrowers,

1 1 11 **"Financial Collateral"** has the meaning given to that term in the Financial Collateral Regulations,

1 1 12 **"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003 No 3226),

1 1 13 **"Incapacity"** means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership),

1 1 14 **"Lease"** means the lease detailed in Part 2 of the Schedule annexed and subscribed as relative hereto,

1 1 15 **"Obligor"** has the meaning given to that term in the Facility Letter,

1 1 16 "Propcos" has the meaning given to that term in the Facility Letter,

1 1 17 **"Property"** means Ranfurly Care Home, 69 Quarrelton Road, Johnstone, PA5 8LQ (otherwise PA5 8NH) being the subjects registered in the Land Register of Scotland under Title Numbers REN117830 ;

1 1 18 **"Rental Income"** means the aggregate of all amounts paid or payable to or for the account of the Assignor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts

(a) all sums paid or payable to the Assignor under the terms of any Lease,

(b) rent, licence fees and equivalent amounts paid or payable,

(c) any sum received or receivable from any deposit held as security for performance of a tenant's or other occupier's obligations,

(d) a sum equal to any apportionment of rent or other income allowed in favour of the Assignor,

(e) any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise,

(f) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,

(g) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease,

(h) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease,

(i) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant or other occupier under any Lease,

(j) any Tenant Contributions, and

(k) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above

less any related fees and expenses incurred (which have not been reimbursed by another person) by the Assignor

1 1 19 **"Secured Obligations"** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Obligors, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of any Obligor to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discounts, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping any Obligor's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to this Assignation

1 1 20 **"Security Financial Collateral Arrangement"** has the meaning given to that term in the Financial Collateral Regulations;

1 1 21 **"Security period"** means the period beginning on the date of this Assignation and ending on the date on which

1 1 21.1 all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

1 1 21 2 the Bank has no further commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Facility Documents,

1 1 22 **"Tenant Contributions"** means

(a) any amount paid or payable to the Assignor by any tenant or other occupier under any Lease or any other occupier of any Property

(i) by way of contribution to

(A) ground rent,

(B) insurance premia,

(C) the cost of an insurance valuation,

(D) a service or other charge in respect of the Assignor's costs in connection with any management, repair, maintenance or

similar obligation or in providing services to a tenant of, or with respect to, any Property, or

(E) a reserve or sinking fund,

(ii) by way of VAT, or

(b) any other amount from time to time agreed between the Bank and the Borrowers in writing

1 1 23 **"Tenants"** means the tenants for the time being and from time to time under the Lease

1 2 **Interpretation**

In this Assignation (unless the context otherwise requires)

1 2 1 unless otherwise defined in this Assignation, words and expressions defined in the Facility Documents (including without limitation the Facility Letter and the Debenture) shall have the same meaning when used in this Assignation,

1 2 2 any reference to statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation,

1 2 3 any reference to a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,

1 2 4 any reference to **"control"** of any company shall be interpreted in accordance with Section 995 of the ITA,

1 2 5 any reference to any clause, paragraph or schedule shall be construed as a reference to the clauses in this Assignation, the schedules to this Assignation and the paragraphs in such schedules,

1 2 6 any reference to any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall (whether or not it is capitalised) bear the same meaning in this Assignation,

1 2 7 any reference to words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders,

1 2 8 any reference to this Assignation and to any provisions of it or to any other document referred to in this Assignation shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time including, for the avoidance of doubt and without prejudice to the generality of the foregoing, any amendment, variation, supplement, restatement or substitution that increases the amount of any loan or credit facility made available under any Facility Document or increases the amount of any interest, fees, costs or expenses or any other sums due or to become due under the Facility Documents or pushes back the date for full and final repayment of the facility made available under the Facility Documents,

1 2 9 any reference to a **"person"** is to be construed to include references to a natural person, corporation, firm, company, partnership, limited partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;

1 2 10 any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect,

1 2 11 any reference to any word or phrase includes all derivations thereof,

1 2 12 any reference to **"assets"** includes present and future properties, revenues and rights of every description,

1 2 13 any reference to **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,

1 2 14 any reference to **"indebtedness"** or **"borrowings"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,

1 2 15 any reference to any **"associated person"** means, in relation to a person, a person who is either acting in concert (as defined in the City Code on Takeovers and Mergers) with that person or is a connected person (as defined in section 993 (as supplemented by section 994) of the ITA) of that person,

1 2 16 any reference to a time of day is a reference to London time,

1 2 17 clause headings are for ease of reference only and shall not affect the interpretation of this Assignation, and

1 2 18 any reference in this Assignation to the Schedule is a reference to the Schedule annexed to this Assignation and references to this Assignation include its Schedule

1 3 The date of delivery of this Assignation is the date of delivery stated below the signature of the Assignor If no date of delivery is stated, the date of delivery is the date of signing stated below the signature of the Assignor

2 Undertaking to pay

2 1 Undertaking to pay

The Assignor undertakes to the Bank that it will on demand pay and discharge the Secured Obligations to the Bank in the manner provided for in the Facility Documents when they fall due pursuant to the terms of the Facility Documents

2 2 Interest

2 2 1 The Assignor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities or, if no such rate or rates are specified, at the Default Rate

2 2 2 Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Bank but without prejudice to the rights of the Bank to require payment of such interest

2 3 Appropriation of money/assets

At any time after the occurrence of an Enforcement Event, the Bank shall be entitled to appropriate moneys and/or assets to satisfy the Secured Obligations in such manner or order as it sees fit and any such appropriation shall override any appropriation by any other person

2 4 Statements of account conclusive

Any statement or certificate of account of the Assignor, signed as correct by an officer of the Bank, showing the amount of the Secured Obligations, shall, in the absence of manifest error, be binding and conclusive on and against the Assignor

3 Assignation

3 1 The Assignor, with absolute warrandice and as a continuing security for the payment and discharge of the Secured Obligations hereby assigns to and in favour of the Bank its whole entitlement to receive the Rental Income from the Tenants and from any other relevant third party (as appropriate)

3 2 The Assignor directs and authorises the Tenants and any other relevant third party (as appropriate), with effect from the date of intimation of this Assignation to such Tenants and any

other relevant third party (as appropriate) to pay and make over to the Bank or as the Bank may from time to time direct such of the Rental Income and all instalments thereof as (i) may then have become due by such Tenants under the Lease or by any other relevant third party (as appropriate) and are unpaid and (ii) may thereafter become due, as and when the same fall due for payment The receipt of the Bank shall be as valid and effective an acknowledgement of all such payments as if given by the Assignor.

4 **Intimation**

4 1 The Assignor undertakes forthwith to intimate this Assignation to the Tenants and such other relevant third party as the Bank shall reasonably require in the form set out in the draft Letter of Intimation in Part 1 of the Schedule and shall provide the Bank with such evidence of intimation as the Bank shall reasonably require

4 2 The Assignor undertakes to procure that the Tenants and such other relevant third party as may have received an intimation pursuant to Clause 3 1 acknowledge receipt of the intimation of this Assignation in the form set out in the draft Form of Acknowledgement in Part 1 of the Schedule and shall provide the Bank with such evidence of acknowledgement as the Bank shall reasonably require

5 **Negative pledge and restrictions on dealing**

During the Security Period, the Assignor shall not without the prior written consent of the Bank

5 1 **No Encumbrances**

create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Rental Income or any part thereof,

5 2 **No disposals**

sell, transfer, assign or otherwise dispose of or deal with all or any part of the Rental Income or enter into any agreement or grant any option for any such sale, assignation, transfer or other disposal or dealing,

5 3 **Maintain possession**

part with possession of any heritable property, grant or agree to grant any option or any licence, tenancy or other right of occupation to any person or exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders or renunciations provided that the Bank may grant or accept renunciations or surrenders of leases without restriction, and/or

6 **Representations and warranties**

6 1 The Assignor represents and warrants to the Bank on the date of this Assignation that

6 1 1 **Title to Rental Income**

It is solely entitled to the Rental Income and that the Rental Income is free from any Encumbrance of any kind (other than the Encumbrances created by this Assignation or any other Facility Document),

6 1 2 **Due incorporation**

the Assignor is duly incorporated or established and validly existing under the laws of the country of its incorporation or establishment and has power to carry on its business as it is now being conducted and to own its property and other assets,

6 1 3 **Corporate power**

the Assignor has power to execute, deliver and perform its obligations under this Assignation and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same,

6 1 4 **Binding obligations**

this Assignation constitutes the valid, legal, binding and enforceable obligations of the Assignor and creates a valid first ranking Encumbrance over the Rental Income,

6 1 5 **No conflict with other obligations**

the execution and delivery of, the performance of its obligations under, and the compliance by the Assignor with the provisions of this Assignation will not

6 1 5 1 contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which the Assignor is subject, or

6 1 5 2 conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the Assignor is a party or is subject or by which it or any of its property is bound, or

6 1 5 3 contravene or conflict with any provision of the Assignor's constitutional documents,

6 1 6 **Consents obtained**

every authorisation, or registration with, or declaration to, governmental or public bodies or authorities or courts required by the Assignor to authorise, or required by the Assignor in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Assignation or the performance by the Assignor of its obligations hereunder or thereunder has been obtained or made and is in full force and

effect and there has been no default in the observance of any of the conditions or restrictions imposed in or in connection with any of the same,

6 1 7 **No litigation**

no litigation, arbitration or administrative proceeding is taking place, pending or, to the knowledge of the officers of the Assignor (but without personal liability), threatened against the Assignor which could have a material adverse effect on the business, assets or financial condition of the Assignor,

6.1 8 **No filings required**

Other than registration of this Assignation under the Companies Act 2006 it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Assignation that it or any other instrument be notarised, filed, recorded, registered or enrolled in any court, public office or elsewhere in any relevant jurisdiction or that any stamp, registration or similar tax or charge be paid in any relevant jurisdiction on or in relation to this Assignation and this Assignation is in proper form for its enforcement in the courts of any relevant jurisdiction, and

6 1 9 **No immunity**

neither the Assignor nor any of its assets are entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).

6 1 10 **Lease**

6 1.10 1 the Leaseis the only lease affecting the Property or any part or parts thereof as at the date of execution of this Assignation,

6 1 10 2 the description of the Lease set out in Part 2 of the Schedule sets out full, complete and accurate details of the parties to the Lease, the dates of execution and registration thereof and of all variations and/or devolutions of the Lease prior to the date of execution of this Assignation

6 2 **Repetition**

The representations and warranties in Clause 6 1 (Representations and Warranties) shall be repeated by the Assignor on each date on which a Repeating Representation is made under the Facility Documents in each case, as if made with reference to the facts and circumstances existing on each such day

7 Enforcement

7 1 Enforcement Event

Upon and at any time after the occurrence of an Enforcement Event, the Bank shall be entitled to enforce the security (in whole or in part) created by or pursuant to this Assignation

7 2 Powers on enforcement

At any time after this Assignation has become enforceable or if requested by the Assignor the Bank may, without further notice, exercise all and/or any rights and powers in relation to the Rental Income which could have been exercised by the Assignor, and/or delegate such powers or any of them to any person on such terms as it may think fit, including·

7 2 1 power to receive all or any money payable in respect of or in connection with the Rental Income or any part of it,

7 2 2 power to negotiate, compromise and/or agree any dispute arising in connection with the Rental Income, and

7 2 3 power to sell or otherwise dispose of the Rental Income or any part of it

7 3 Additional powers

The Bank shall not in any circumstances, either by reason of any dealing with the Rental Income or any part thereof or for any other reason whatsoever be liable to account to the Assignor for anything except in respect of the Bank's own actual receipts or be liable to the Assignor for any loss or damage arising from any realisation by the Bank of the Rental Income or any part thereof or from any act, default or omission of the Bank in relation to the Rental Income or any part thereof or from any exercise or non-exercise by the Bank of any power, authority or discretion conferred upon it in relation to the Rental Income or any part thereof by or pursuant to this Assignation or otherwise by any applicable law

7 4 Subsequent Encumbrances

If the Bank receives notice of any subsequent Encumbrance affecting the Rental Income or any part thereof, the Bank may open a new account for the Assignor If it does not do so then, unless the Bank gives express written notice to the contrary to the Assignor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Assignor to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to the Bank at the time when it received such notice

7 5 Redemption of prior Encumbrances

At any time after the security constituted by this Assignation has become enforceable, or after any powers conferred by any Encumbrance having priority to this Assignation shall have become exercisable, the Bank may

7 5 1 redeem such or any other prior Encumbrance, or procure its transfer to itself, and

7 5 2 settle any account of that encumbrancer

The settlement of any such account shall be conclusive and binding on the Assignor All monies paid by the Bank to such encumbrancer in settlement of such an account shall, as from its payment by the Bank, be due from the Assignor to the Bank on current account and shall bear interest and be secured as part of the Secured Obligations

7 6 **Financial Collateral**

To the extent that any of the Rental Income constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Assignation, the Bank shall have the right, at any time after this Assignation becomes enforceable, to appropriate all of any part of the Rental Income in or towards the payment or discharge of the Secured Obligations The value of any Rental Income appropriated in accordance with this Clause 7 6 (Financial Collateral) shall be the price of such Rental Income at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Bank may select (including independent valuation) The Assignor agrees that the methods of valuation provided for in this Clause 7 6 (Financial Collateral) are commercially reasonable for the purpose of Regulation 18 of the Financial Collateral Regulations To the extent that any Rental Income constitutes Financial Collateral, the Assignor agrees that such Rental Income shall be held or redesignated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations

8 **Application of proceeds**

8 1 **Order of application**

Any monies received by the Bank under or by virtue of this Assignation shall, subject to the payment of any claims having priority to the security created by this Assignation, be applied in the following order but without prejudice to the right of the Bank to recover any shortfall from the Assignor

8 1 1 in the payment of all costs, charges and expenses incurred by the Bank in connection with the enforcement of this Assignation,

8 1 2 in or towards the satisfaction of the Secured Obligations in such order as the Bank in its absolute discretion thinks fit, and

8 1 3 in payment of the surplus (if any) to the person or persons entitled to it

8 2 **Suspense accounts**

All monies received, recovered or realised by the Bank under this Assignation may be credited at the discretion of the Bank to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit pending its application from time to time in or towards the discharge of any of the monies and liabilities secured by this Assignation

9 **Miscellaneous**

9 1 **Time, indulgence and other matters**

The Bank may without discharging or in any way affecting the security created by this Assignation or any remedy of the Bank grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Assignor and may make any arrangement, variation or release with any person or persons without prejudice either to this Assignation or the liability of the Assignor for the monies and liabilities secured by this Assignation

9 2 **Severability**

Each of the provisions in this Assignation shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

9 3 **Remedies cumulative**

No failure or delay on the part of the Bank to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy

9 4 **No waiver**

No delay or omission on the part of the Bank in exercising any right or remedy under this Assignation shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Assignation of that or any other right or remedy

9 5 **Statutory references**

Any reference in this Assignation to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

9 6 **No liability as mortgagee in possession**

The Bank shall not be liable to account as heritable creditor in possession in respect of all or any of the Rental Income or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a heritable creditor may be liable as such

9 7 **Recovery of Debts**

Neither the Bank nor any Receiver shall have any liability or responsibility of any kind to the Assignor arising out of the exercise or non-exercise of the right to enforce recovery of the Rental Income or shall be obliged to make any enquiry as to the sufficiency of any sums received in respect of any Rental Income or to make any claims or take any other action to collect or enforce the same

9 8 **Stamp taxes**

The Assignor shall pay all stamp, documentary, registration or other duties (including any duties payable by or assessed on the Bank) imposed on or in connection with this Assignation

9 9 ***Value Added Tax***

9 9 1 All fees, costs and expenses payable under or pursuant to this Assignation shall be paid together with an amount equal to any value added tax payable by the Bank in respect of the same to the extent that the Bank shall have certified (such certificate to be binding and conclusive on the Assignor) to the Assignor that it is not entitled to credit for such value added tax as input tax

9 9 2 Any value added tax chargeable in respect of any services supplied by the Bank under this Assignation shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this Assignation

9 10 **Continuing security, etc.**

This Assignation and the obligations of the Assignor under this Assignation shall

9 10 1 secure the ultimate balance from time to time owing to the Bank in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever,

9 10 2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Bank,

9 10 3 not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrances, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable, and

9 10 4 not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any of the Facility Documents

9 11 **Liability unconditional**

The obligations of the Assignor under this Assignation and the security created or granted under this Assignation will not be affected by an act, omission, matter or thing which, but for this Clause 9 11 (Liability unconditional), would reduce, release or prejudice any of its obligations under this Assignation and/or any of the security created or granted under this Assignation (without limitation and whether or not known to it or the Bank) including

9 11 1 any time, waiver or consent granted to, or composition with, the Assignor or any other person,

9 11 2 the release of the Assignor or any other person under the terms of any composition or arrangement with any creditor of the Assignor or such other person,

9 11 3 *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 assets of, the Assignor or 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 security,

9 11 4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person,

9 11 5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Facility Document or any other document or security,

9 11 6 any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security,

9 11 7 where the security created or purported to be created by this Assignation secures the Assignor's obligations and liabilities as a guarantor and/or an indemnitor, any act or omission which would not have discharged or affected the liability of the Assignor had the Assignor been a principal debtor in respect of those obligations and liabilities instead of guarantor or indemnitor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Assignor or otherwise reduce or extinguish the Assignor's liability under this Assignation, or

9 11 8 any insolvency or similar proceedings

9 12 **Collateral Instruments**

The Bank shall not be obliged to make any claim or demand on the Assignor or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this Assignation and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Assignor The Bank shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment

9 13 **Suspense accounts**

Any money received pursuant to the realisation of any security created pursuant to this Assignation (whether before or after any incapacity of the Assignor or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Bank to prove for the whole of its respective claims against the Assignor or any other person liable or may be applied in or towards satisfaction of the Secured Obligations

9 14 **Settlements conditional**

Any release, discharge or settlement between the Assignor and the Bank shall be conditional upon no right, security, disposition or payment to the Bank by the Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty of any person, bankruptcy, liquidation, administration, the protection of creditors or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Bank shall be entitled to enforce this Assignation as if such release, discharge or settlement had not occurred and any such payment had not been made

9 15 **Assignor bound**

The Assignor agrees to be bound by this Assignation notwithstanding that any person intended to execute or to be bound by this Assignation may not do so or may not be effectually bound and notwithstanding that any guarantees or charges contained in this Assignation may be terminated or released or may be or become invalid or unenforceable against the Assignor whether or not the deficiency is known to the Bank

9 16 **Reorganisation**

This Assignation shall remain binding on the Assignor notwithstanding any change in the constitution of the Bank or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind The security granted by this Assignation shall remain valid and effective in all respects in favour of the Bank and any assignee, transferee or other successor in title of the Bank in the same manner as if such assignee, transferee or other successor in title had been named in this Assignation as a party instead of, or in addition to the Bank

9 17 **Unfettered discretion**

Any liability or power which may be exercised or any determination which may be made under this Assignation by the Bank may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor

9 18 **Delegation of powers**

The Bank shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Assignation in such manner, upon such terms, and to such person as the Bank in its absolute discretion may think fit and such person shall have the

same rights and obligations as it would have had if such person had been a party to the Facility Documents in place of the Bank

10 Entry into possession

10 1 Possession

If the Bank shall enter into possession of the Rental Income or any part thereof, it may from time to time and at any time go out of or part with such possession

10 2 No liability

The Bank shall not in any circumstances (either by reason of any entry into or taking of possession of any such Rental Income or for any other reason) be liable to account to the Assignor for anything except its or his actual receipts or be liable to the Assignor for any loss or damage arising from any realisation of the property charged under this Assignation or from any act, default or omission in relation thereto

11 Payments

11 1 No set-off or withholding

All sums payable by the Assignor under this Assignation shall be paid to the Bank in full without any set-off, condition or counterclaim whatsoever and free and clear of any deduction or withholding whatsoever save only as may be required by law which is binding on it

11 2 Gross-up

If any deduction or withholding is required by law in respect of any payment due from the Assignor under this Assignation, the relevant sum payable by the Assignor shall be increased so that, after making the minimum deduction or withholding so required, the Assignor shall pay to the Bank and the Bank shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be made

12 Power of attorney

12 1 Power of Attorney

Subject to clause 12 3 (When enforceable), the Assignor hereby irrevocably appoints each of the Bank and any person appointed by the Bank to be its mandatory and attorney in its name and on its behalf

12 1 1 to execute and complete any documents or instruments and to do all acts and things which the Bank may require for perfecting the title of the Bank to the Rental Income or for vesting the same in the Bank, its nominees or any purchaser,

12 1 2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 16 (Further Assurance), and

12 1 3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Bank under this Assignation or which may be deemed expedient by the Bank in connection with any disposition, realisation or getting in by the Bank of the Rental Income or any part thereof or in connection with any other exercise of any power under this Assignation

12 2 **Ratification**

The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall reasonably do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 12 (Power of Attorney)

12 3 **When enforceable**

Whist the power of attorney created under Clause 2 1 takes immediate effect, each attorney thereunder may only exercise its right and powers under such power or attorney on or following the occurrence of an Enforcement Event

13 General Indemnity

13 1 The Assignor hereby undertakes to indemnify and keep indemnified the Bank and any attorney, agent or other person appointed by the Bank under this Assignation and the Bank's officers and employees (each an "**Indemnified Party**") in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of the Indemnified Parties (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of

13 1 1 anything done or omitted in the exercise or purported exercise of the powers contained in this Assignation, or

13 1 2 any breach by the Assignor of any of its obligations under this Assignation

14 Currency conversion and indemnity

14 1 **Conversion of currency**

For the purpose of or pending the discharge of any of the monies and liabilities secured by this Assignation, the Bank may convert any monies received, recovered or realised by the Bank under this Assignation (including the proceeds of any previous conversion) from their existing currency into such other currency as the Bank may think fit and any such conversion shall be effected at the

Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency

14 2 **Currency indemnity**

As a separate and independent obligation, the Assignor agrees to indemnify and hold harmless the Bank against any shortfall between any amount received or recovered by it in respect of any payment due under this Assignation and converted in accordance with Clause 14 1 (Conversion of currency) into the currency in which such amount was payable and the amount in such currency which was due and payable to the Bank under this Assignation

15 Prior charges

15 1 **Redemption of prior security**

If there is any Encumbrance over any of the Rental Income assigned under by this Assignation which ranks in priority to this Assignation and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior Encumbrance the Bank may redeem such prior Encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee, chargee or encumbrancer

15 2 **Extension of powers and rights**

Any account so settled and passed shall be conclusive and binding on the Assignor and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Assignation and all the powers conferred by any prior Encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Bank in like manner as if the same were expressly included in this Assignation

16 Further assurance

16 1 **Further assurance**

The Assignor shall at its own cost whenever requested by the Bank immediately execute and sign all such Encumbrances, notices, deeds, documents and assurances and do all such things as the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the Secured Obligations or to facilitate the realisation of the Rental Income or the exercise of any rights vested in the Bank

16 2 **Certain documentary requirements**

Such further Encumbrances, notices, deeds, documents and assurances shall be prepared by or on behalf of the Bank at the expense of the Assignor and shall contain such clauses for the benefit of the Bank as the Bank may require

17 Set-off

17 1 Set-off

The Assignor hereby agrees that the Bank may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Bank or of the Assignor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which are due and payable

17 2 Purchase of currencies

For the purpose of this Clause 17 (Set-off), the Assignor authorises the Bank to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications

17 3 Additional rights

The Bank shall not be obliged to exercise its rights under this Clause 17 (Set-off), which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise)

18 Costs and expenses

18 1 Costs and expenses

18 1 1 All costs and expenses incurred by the Bank in relation to this Assignation or the monies and liabilities secured by this Assignation including for the avoidance of doubt all amounts the Bank may from time to time require to compensate it for its internal management and administrative costs and expenses shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis and until so reimbursed shall carry interest in accordance with the provisions set out in Clause 2 2 (Interest) from the date of payment to the date of reimbursement and be secured on the property charged by this Assignation

18 1 2 A certificate signed by the Bank as to the amount of such costs and expenses shall be conclusive and binding upon the Assignor

18 2 Enforcement etc.

The Bank and every attorney or other person appointed by the Bank under this Assignation and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the

Rental Income in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Assignation and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Rental Income and the Bank and any such attorney may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Assignation

19 Assignations and transfers

19 1 Bank's right to transfer

19 1 1 The Bank may at any time (and without notice or consent) assign or transfer the benefit of this Assignation (or all or any of its rights under this Assignation) to any person and the expression **"the Bank"** shall include its successors and assignees

19 1 2 The Bank shall be entitled to disclose any information to any actual or prospective assignee, successor or participant

19 2 Assignor may not transfer

The Assignor may not assign or transfer the benefit or burden of this Assignation or all or any of its rights under this Assignation without the prior written consent of the Bank

20 Notices

20 1 1 Any demand or notice under this Assignation shall be in writing signed by an officer, manager or agent of the Bank and (without prejudice to any other effective means of serving it) may be served on the Assignor personally or by post and either by delivering it to the Assignor or any officer of the Assignor at any place or by despatching it addressed to the Assignor at the address stated in this document (or such other address as may from time to time be notified by the Assignor to the Bank for this purpose) or the Assignor's current registered office or the place of business or address last known to the Bank Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery

20 1 2 If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch

21 Third parties

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Bank to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such power

22 Release and reassignment of security assets

Upon the expiry of the Security Period (but not otherwise) the Bank shall, at the request and cost of the Assignor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Rental Income from the security constituted by this Assignation and return all deeds and documents of title delivered to the Bank pursuant to the terms of this Assignation

23 Governing law and enforcement

23 1 Governing law

This Assignation and any non-contractual obligations arising out of or in connection with it are governed by Scots law

23 2 Jurisdiction of Scottish courts

23 2 1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignation (including a dispute relating to the existence, validity or termination of this Assignation or any non-contractual obligation arising out of or in connection with this Assignation) (a "**Dispute**")

23 2 2 The Assignor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary

23 2 3 This Clause 23 2 (Jurisdiction of Scotland courts) is for the benefit of the Bank only As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions

24 Consent and authorisation

24 1 The Assignor hereby consents to the registration of this Assignation and of any certificate referred to in Clause 2 4 for preservation and execution

24 2 The Assignor hereby authorises the Bank or its agent to insert the date of delivery of this Assignation in the execution box below IN WITNESS WHEREOF these presents consisting of this and the preceding 23 pages and the Schedule are executed as follows

For BAM PROPCO (JOHNSTONE) Limited

[redacted]

signature of director/~~secretary/authorised signatory/witness~~

DANIEL BULLWICK

full name of above (print)

Address of witness

[redacted]

signature of director/~~secretary/authorised signatory/attorney~~

EMILY TRACE

full name of above (print)

13/03/14

date of signing

LONDON

place of signing

13/03/14

date of delivery

THIS IS THE SCHEDULE TO THE FOREGOING ASSIGNATION OF RENTS BY BAM PROPCO (JOHNSTONE) LIMITED IN FAVOUR OF INVESTEC BANK PLC

SCHEDULE

PART 1

Form of Notice to Tenants

[Tenant]

[ ]

Dear Sirs,

Re: Property

1 We refer to the lease between [ ] and [ ] dated [ ] (the Lease)

2 We give you notice that by an Assignation of Rents between ourselves as Assignor and [ ] (the Bank) all our right, title and interest in and to the rents and all other monies reserved by or arising out of the Leasehave been assigned by way of security to the Bank upon the terms set out in the Assignation of Rents

3 We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Bank to the contrary, to pay all rent and all other monies payable by you under the Leaseto the following bank account

Bank.

Address

Sort Code'

Account Number

Account Name

Reference

4 [If directed by the Bank in writing to do so, to pay all sums payable by you under the Lease directly to the Bank at such account as the Bank may specify from time to time] [Note include only if the rents are not being paid direct to the Bank in terms of paragraph 3]

5 This notice is governed by the laws of Scotland

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Bank. A certified true copy of the assignation of rents is annexed

The instructions in this letter may not be revoked or amended without the prior written consent of the Bank

Form of Acknowledgement from Tenants

[ ]

Attention [ ]

Dear Sirs,

Re: Property

We acknowledge receipt of a notice dated [ ] and addressed to us by [ ] (the **Assignor**) regarding the Lease(as defined in the notice) mentioned in such notice and we accept the instructions and authorisations contained in such notice

We acknowledge and confirm that

(a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Assignor under or in respect of the Lease(as defined in the notice), and

(b) we shall pay all rent and all other monies payable by us under the Lease to the account in the name of [ ] (details of which are set out in the notice) and we shall continue to pay those monies to such account until we receive your written instructions to the contrary

This letter is governed by the laws of Scotland

Yours faithfully

For and on behalf of
Tenant

PART 2

LEASE

1 Lease between RZ Healthcare Limited and Dunan Healthcare UK Limited dated 16 November 2011 and registered in the Books of Council and Session on 25 November 2011, as supplemented and amended by (a) Assignation between Dunan Healthcare UK Limited (in Administration) and Silverline Care Caledonia Limited dated on or around the date of these presents and (b) Minute of Variation between BAM Propco (Johnstone) Limited and Silverline Care Caledonia Limited dated on or around the date of these presents all currently undergoing registration in the Land Register of Scotland

Signed by. [redacted]

[redacted]