

1369101156

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

MR01

## Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form

For further information, please

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



A20 01/04/2014 #194  
COMPANIES HOUSE

☒ 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

Company number 0 8 8 6 1 0 6 3

Company name in full BAM PROPCO (JOHNSTONE) LIMITED

5 For official use

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 0 0 3 2 0 1 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

MR01

Particulars of a charge

4	<b>Description</b>	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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	ALL and WHOLE Cochrane Care Home, Quarrelton Road, Johnstone, PA5 8LQ being the subjects registered in the Land Register of Scotland under Title Number REN117430		
5	<b>Fixed charge or fixed security</b>	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  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
6	<b>Floating charge</b>	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
7	<b>Negative Pledge</b>	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  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

**MRO1**  
Particulars of a charge

**8**

**Trustee statement <sup>1</sup>**

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

☐

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

**9**

**Signature**

Please sign the form here

Signature

Signature

X *[Signature]*, MEMBER FOR BRIDGE 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 (21219398)**

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, Edinburgh**

Telephone **0131 228 3777**



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

DL



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8861063

Charge code: 0886 1063 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2014 and created by BAM PROPCO (JOHNSTONE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2014.

Given at Companies House, Cardiff on 4th April 2014



**Companies House**



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

**STANDARD SECURITY**

by

**BAM PROPCO (JOHNSTONE) LIMITED**

in favour of

**INVESTEC BANK PLC**

**Security Subjects: Cochrane 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**

*L. Homan*

BRODIES LLP  
Solicitors

31 March 2014

Ref INV29.13

## **STANDARD SECURITY**

WE, **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 in all capacities that we have in respect of the property interest secured by this Standard Security (referred to in this Standard Security as the "Chargor") AGREE and CONFIRM in this Standard Security that -

### **1 1 Definitions**

- 1 1 1 "Bank" means Investec Bank plc, incorporated in England and Wales (Company Number 00489604) whose registered office is at 2 Gresham Street, London EC2V 7QP, United Kingdom
- 1 1 2 "Borrowers" means (1) 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 and (2) the Propcos,
- 1 1 3 "Debenture" means the debenture dated on or around the date of this Standard Security and made between the Chargor and the Bank,
- 1 1 4 "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 5 "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 6 "Event of Default" means the occurrence of an event of default (howsoever described) under any Facility Document,
- 1 1 7 "Facility Documents" means
- (a) the Facility Letter; and/or
  - (b) any other letter, document, agreement or security (including this Standard Security) comprising or constituting the Secured Obligations from time to time,
- 1 1 8 "Facility Letter" means the facility letter dated on or around the date of this Standard Security 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 9 "Obligor" has the meaning given to that term in the Facility Letter,

1 1 10 "Propcos" has the meaning given to that term in the Facility Letter,

1 1 11 "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 Standard Security

## 1 2 Construction

In this Standard Security (unless the context otherwise requires)

1 2 1 unless otherwise defined in this Standard Security, 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 Standard Security;

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 Standard Security, the schedules to this Standard Security 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 Standard Security;
- 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 Standard Security and to any provisions of it or to any other document referred to in this Standard Security 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, and

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

AND WE the Chargor HEREBY undertake to the Bank that we 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 and 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 and 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 and in security of such payment, discharge or satisfaction of the Secured Obligations we DO HEREBY GRANT a Standard Security in favour of the Bank over ALL and WHOLE Cochrane Care Home, Quarrelton Road, Johnstone, PA5 8LQ being the subjects registered in the Land Register of Scotland under Title Number REN117430 together with (1) the parts, privileges and pertinents thereof, (2) the whole right, title and interest of the Chargor in and to the subjects hereby secured and (3) the heritable fixtures and fittings therein and thereon (the "Charged Property"), the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply And we agree that the said Standard Conditions shall be varied (to the extent permitted by the terms of clause 11(3) of the said Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being) to the effect that (1) the whole terms, undertakings, obligations, powers, rights, provisions and others contained in the Facility Letter and the Debenture insofar as relevant to the Charged Property and applicable under Scots law shall be incorporated in and shall form part of this Standard Security and shall be held to be repeated herein mutatis mutandis as variations of the Standard Conditions and to the extent that the terms of the Facility Letter and the Debenture and the said Standard Conditions are inconsistent, the terms of the Facility Letter and the Debenture shall prevail and shall have effect in preference to the said Standard Conditions, and (2) that for the purposes of Standard Condition 9, the Chargor shall be held to be in default on the occurrence of (a) an Enforcement Event or (b) at the Bank's discretion, at the request of the Chargor

And we grant warrandice but excepting therefrom (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 amended and currently undergoing registration in the Land Register of Scotland (2) the Management Agreement between Silverline Care Caledonia Limited, Danshell Management LLP and Oakview Estates Limited dated on or around the date of this Standard Security and (3) all residency agreements for individuals affecting the Charged Property This Standard Security is a Facility Document IN WITNESS WHEREOF these presents typewritten on this and the preceding 4 pages are executed as follows:-

For BAM PROPCO (JOHNSTONE) LIMITED

  
signature of  
director/secretary/authorised signatory/witness

EMILY TRACE  
full name of above (print)

\_\_\_\_\_  
address of witness

  
signature of  
director/secretary/authorised signatory/attorney

Timothy Boldt.  
full name of above (print)

13/03/14  
date of signing

LONDON  
place of signing