

MR01

Particulars of a charge

191192 / 213



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.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 with an
instrument. Use form MR02

THURSDAY



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A3BUHEQJ
10/07/2014
COMPANIES HOUSE
#52

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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. **Do not send the original**

1 Company details

Company number 0 8 9 9 6 5 2 4

Company name in full THR NUMBER ONE PLC

6 For official use

→ **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 0 2 0 7 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 THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT

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

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4

Brief description

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

Brief description

SUBJECTS AT ST RONAN'S, DALKEITH ROAD, DUNDEE
REGISTERED UNDER TITLE NUMBER ANG32658

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

Please limit the description to the available space

5

Other charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ❶

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X



PARTNER FOR PINSENT MASONS LLP

X

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

MR01

Particulars of a charge

**Presenter information**

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

Contact name **RUSSELL MUNRO**Company name
Pinsent Masons LLPAddress **Princes Exchange****1 Earl Grey Street**Post town **Edinburgh**

County/Region

Postcode

E	H	3		9	A	Q
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Country

DX **DX ED 723301 EDINBURGH 43**Telephone **0131 777 7000****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

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

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

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

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

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8996524

Charge code: 0899 6524 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2014 and created by THR NUMBER ONE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2014

DX

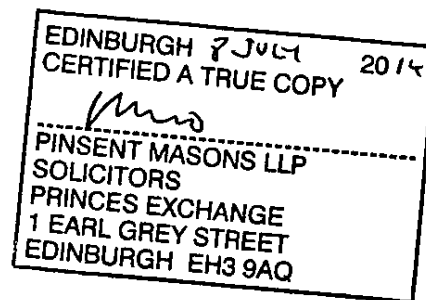
Given at Companies House, Cardiff on 17th July 2014



Companies House



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



STANDARD SECURITY

by

THR NUMBER ONE PLC

in favour of

THE ROYAL BANK OF SCOTLAND plc (as Security Agent)

Subjects: Balhousie Care Home, St Ronans, Dalkeith Road, Dundee



Pinsent Masons

**Pinsent Masons LLP
Princes Exchange
1 Earl Grey Street
EDINBURGH
EH3 9AQ**

Tel +44 (0)131 777 7000

Fax +44 (0)131 777 7003

E-Mail enquiries@pinsentmasons.com

**Web Site <http://www.pinsentmasons.com>
52816995_1 DOC**

WE, THR NUMBER ONE PLC, a public limited company registered under the Companies Acts (Registered Number 08996524) and having its registered office at 6 New Street Square, New Fetter Lane, London, EC4A 3AQ (hereinafter referred to as the "Chargor") CONFIRM and DECLARE that, in this Standard Security (a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facilities Agreement (as hereinafter defined), (b) the following words and expressions shall have the respective meanings given to them, namely -

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 26 of the Facilities Agreement;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 26 of the Facilities Agreement,

"Agent" means The Royal Bank of Scotland plc, incorporated under the Companies Acts with Company Number SC090312 and having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB as agent of the other Finance Parties,

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 26 of the Facilities Agreement,

"Delegate" has the meaning given to it in the Facilities Agreement;

"Event of Default" means any event or circumstance specified as such in Clause 24 of the Facilities Agreement,

"Facilities Agreement" means the facility agreement dated on or around the date hereof between (1) the Original Borrowers, (2) the Original Guarantors, (3) the financial institutions listed in Part 1 of Schedule 1 of the Facilities Agreement as Original Lenders, (4) the financial institution listed in Part 2 of Schedule 1 of the Facilities Agreement as Original Hedge Counterparty, (5) The Royal Bank of Scotland plc as Arranger, (6) The Royal Bank of Scotland plc as Agent, (7) The Royal Bank of Scotland plc as Security Agent and (8) The Royal Bank of Scotland plc as Account Bank and as said facility agreement may be amended, restated, supplemented, varied or novated from time to time,

"Finance Document" has the meaning given to it in the Facilities Agreement,

"Finance Party" has the meaning given to it in the Facilities Agreement;

"Guarantor" means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Borrower in accordance with Clause 26 of the Facilities Agreement;

"Obligor" means a Borrower or a Guarantor;

"Original Borrower" has the meaning given to it in the Facilities Agreement;

"Original Guarantor" has the meaning given to it in the Facilities Agreement,

"Receiver" has the meaning given to it in the Facilities Agreement,

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document,

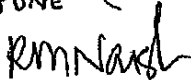
"Secured Party" means a Finance Party, a Receiver or a Delegate; and

"Security Agent" means The Royal Bank of Scotland plc, incorporated under the Companies Acts with Company Number SC090312 and having its Registered Office at 36 St Andrew Square, Edinburgh, EH2 2YB for itself as a Finance Party and in its capacity as security trustee for the Finance Parties, which expression shall include any successor security trustee appointed from time to time;

and (c) the provisions of Clause 1.2 (Construction) of the Facilities Agreement apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Agreement are construed to be references to this Standard Security; And WE the Chargor HEREBY UNDERTAKE to the Security Agent to pay and discharge the Secured Liabilities when due and payable, For which we the Chargor GRANT a Standard Security in favour of the Security Agent over ALL and WHOLE the tenant's interest under the lease between Target Healthcare REIT Limited and THR Number One Plc dated on or around the date hereof and to be registered in the Land Register of Scotland in respect of the subjects at St Ronan's, Dalkeith Road, Dundee which subjects are registered in the Land Register of Scotland under Title Number ANG32658 (hereinafter referred to as the "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 (hereinafter, varied as aforesaid, referred to as the "Act") shall apply, And the Chargor agrees that (One) the Standard Conditions shall be varied insofar as lawful and applicable by the Facilities Agreement under declaration that, in the event of there being any inconsistency between the terms of this Standard Security and the terms of the Facilities Agreement, the terms of the Facilities Agreement shall prevail, (Two) the whole terms, undertakings, powers, rights, provisions and others contained in the Facilities Agreement and applicable to the Properties as defined therein shall be incorporated and shall be held to be repeated herein mutatis mutandis; (Three) if the Security Agent shall enter into possession of the Property, the Security Agent shall be entitled (if the Security Agent thinks fit) at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property belonging to the Chargor left in or upon the Property and not removed within fourteen days of the Security Agent entering into possession, without the Security Agent being liable for any loss or damage occasioned by the exercise of this power but the Security Agent shall, however, be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Security Agent in relation to such furniture, goods, equipment or other moveable property, (Four) the Chargor shall not create, or agree to create, a subsequent security over the Property or any part thereof (other than any Permitted Security (as defined in the Facilities Agreement)), or to assign or convey the same interest or any part thereof to any person without the prior written consent of the Security Agent, which consent, if granted, may be so granted subject to such conditions as the Security Agent may see fit to impose and, without prejudice to the effect of Section 13 (1) of the Act (and the foregoing provisions of this Standard Security), if the Security Agent receives notice of any subsequent security or other like interest affecting the Property or any part or part thereof, the Security Agent shall be entitled (whether or not consent has been given) to close any account or accounts with the Chargor in the books of the Security Agent and to open a new account or accounts in place thereof and, if the Security Agent does not do so, the Security Agent shall nevertheless be treated as if it had done so at the time it received notice and, as from that time, all payments made by the Chargor to the Security Agent shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Chargor to the Security Agent at the time when the Security Agent received the notice and, if the Chargor shall have more than one account with the Security Agent, the Security Agent may, at any time without notice, forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other account which is in debit, (Five) for the purposes of Standard Condition 9 of Schedule 3 to the Act, the Chargor shall be held to be in default in addition to the grounds specified in said Standard Condition 9 on the occurrence of any Event of Default, (Six) The Security Agent may at any time (without notice or consent) assign this Standard Security to any successor in title to any of the Secured Liabilities obtaining title in accordance with the provisions of the Facilities Agreement or to a replacement Security Agent appointed in accordance with the provisions of the Facilities Agreement and in case of any such assignation, the assignee shall have the benefit of all the obligations by the Chargor and the provisions contained in this Standard Security and may at any time

thereafter exercise all rights and remedies of the Security Agent for securing the Secured Liabilities, (Seven) A certificate signed by an authorised signatory on behalf of the Security Agent shall, save in the case of wilful default, gross negligence or manifest error, conclusively constitute the amount of the Secured Liabilities at the relevant time for all purposes of this Standard Security, and (Eight) The Chargor shall, at its own expense, take whatever action the Security Agent may reasonably require for (a) perfecting or protecting the security intended to be created by this Standard Security, and (b) facilitating the realisation of the Property following an Event of Default which has resulted in the Security Agent exercising any of its rights under Clause 24.18 (*Acceleration*) of the Facilities Agreement or the exercise of any right, power or discretion exercisable by the Security Agent or any of its delegates or sub-delegates in respect of the Property, including the execution of any transfer, conveyance, assignation or assurance whether to the Security Agent or to its nominees and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient; Declaring that each and every provision of this Standard Security shall be separately given the fullest effect permitted by law and, if at any time one or more of the provisions of this Standard Security shall be or become unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Standard Security shall not, in any way, be affected or impaired thereby and the provision or provisions affected by any such unenforceability shall be given effect in all other respects other than that in which it is/they are unenforceable; And the Chargor grants warrandice but excepting therefrom the lease between Target Healthcare REIT Limited, Balhousie Care Limited and Balhousie Holdings Limited dated 7 and 14 March 2013 and registered in the Books of Council and Session on 21 March 2013, And the Chargor consents to the registration hereof and of any certificate referred to in Clause (Seven) above for preservation and execution; This Standard Security will be governed by Scots law and the Chargor hereby prorogates the jurisdiction of the Scottish Courts. IN WITNESS WHEREOF these presents are subscribed as follows:-

SUBSCRIBED for and on behalf of THR NUMBER ONE PLC

at LONDON
on the 20 day
of JUNE 2014
by 
..... Director
..... Malcolm Naish Full Name
before this witness
.. N. Cherry Witness
.. NAOMI CHERRY Full Name
..... Address
..... Dickson Minto W.S.
..... Broadgate Tower
..... 20 Primrose Street
..... London EC2A 2EW