

MR01

Particulars of a charge

191200 - 13



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

☒ **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 there is no
instrument Use form MR01

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration with
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 -
scanned and placed on the public record **Do not send the original**

TUESDAY



A21

A3BPCN2P

08/07/2014

#219

COMPANIES HOUSE

1 Company details

Company number 0 8 9 9 6 5 2 4

Company name in full THR NUMBER ONE PLC

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 4 0 6 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

MR01

Particulars of a charge

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

ASSIGNATION IN SECURITY OF THE WHOLE RIGHT, TITLE AND INTEREST IN AND TO THE RENTAL INCOME IN CONNECTION WITH THE LEASE BETWEEN TARGET HEALTHCARE REIT LIMITED, BALHOUSIE CARE LIMITED AND BALHOUSIE HOLDINGS LIMITED IN RESPECT OF SUBJECTS 12 AND 14 MONKBARNES DRIVE, ARBROATH, T/N ANG54594

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 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 

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 LLP**

Address **Princes Exchange**

1 Earl Grey Street

Post town **Edinburgh**

County/Region

Postcode **E H 3 9 A Q**

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

- ☒ 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8996524

Charge code: 0899 6524 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th June 2014 and created by THR NUMBER ONE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2014

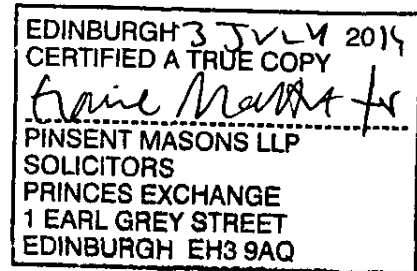
Given at Companies House, Cardiff on 16th July 2014



Companies House



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



ASSIGNATION OF RENTS

by

THR NUMBER ONE PLC

in favour of

THE ROYAL BANK OF SCOTLAND plc (as Security Agent)

Subjects: Balhousie Care Home, 12 and 14 Monkbarns Drive, Arbroath



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>

52817106_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 Assignment of Rents (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,

"Occupational Lease" means any lease, licence or tenancy or other right of occupation or right to receive rent which the Property may be subject including (i) the lease referred to in schedule annexed and executed as relative hereto and (ii) any guarantee of a tenant's obligations under same,

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

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

"Property" means 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 12 and 14 Monkbarns Drive, Arbroath, which subjects are registered in the Land Register of Scotland under Title Number ANG54594,

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

"Rental Income" means the aggregate of all amounts paid or payable to or for the benefit of any Obligor in respect or arising out of the letting, licence or grant of other rights of use or occupation of all, or any part of a Property,

"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 and all or any monies, liabilities and obligations due by the Chargor under this Assignment of Rents,

"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 12 (Construction) of the Facilities Agreement apply to this Assignment of Rents as though they were set out in full in this Assignment of Rents, except that references to the Agreement are construed to be references to this Assignment of Rents, And WE the Chargor CONSIDERING THAT WE HAVE GRANTED a Standard Security dated on or around the date hereof in favour of the Security Agent over ALL and WHOLE the Property, FURTHER CONSIDERING that we the Chargor have agreed to grant these presents as additional security for the Secured Liabilities, NOW THEREFORE we the Chargor Do HEREBY ASSIGN in security to and in favour of the Security Agent our whole right, title and interest in and to the Rental Income, And we the Chargor undertake that we shall, at the request of the Security Agent and at our own expense, grant and execute such other deeds and documents and take all lawful action as may in the opinion of the Security Agent (acting reasonably) be required to enable the Security Agent to obtain possession of, recover and uplift the Rental Income at any time following the occurrence of an Event of Default, And we the Chargor warrant this Assignment absolutely, And we the Chargor

consent to the registration of these presents for preservation and execution, This Assignment of Rents will be governed by Scots Law and we hereby prorogate the jurisdiction of the Scottish Courts IN WITNESS WHEREOF the presents on this, the preceding two pages and the schedule annexed as relative hereto are subscribed as follows

SUBSCRIBED for and on behalf of
THR NUMBER ONE PLC

at EDINBURGH

on the 23 day

of JUNE 2014

by

Gordon C Coull

Director

Gordon Charles Coull

Full Name

before this witness

Murray John MacDonald

Witness

MURRAY JOHN MACDONALD

Full Name

16 CHARLOTTE SQUARE

Address

EDINBURGH

This is the Schedule referred to in the foregoing Assignment of Rents by THR NUMBER ONE PLC in favour of THE ROYAL BANK OF SCOTLAND PLC (as Security Agent)

The Lease

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

A handwritten signature in black ink, appearing to read "Gordon C. Cull", with a horizontal line drawn underneath it.