



Registration of a Charge

Company name: **THR NUMBER ONE PLC**

Company number: **08996524**



X40J2FQH

Received for Electronic Filing: **04/02/2015**

Details of Charge

Date of creation: **02/02/2015**

Charge code: **0899 6524 0011**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY AGENT**

Brief description: **1. LAND AND BUILDINGS KNOWN AS WORSLEY HOUSE, CHATSWORTH AVENUE, FLEETWOOD, FY7 8RW BEING ALL OF THE FREEHOLD LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER LAN7471
2. LAND AND BUILDINGS KNOWN AS CLOSE LEA, FIELD TOP ROAD, RASTRICK, BRIGHOUSE, HD6 3DE BEING ALL OF THE FREEHOLD LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS WYK625393 AND WYK630912
3. LAND AND BUILDINGS KNOWN AS ASH TREE HOUSE, WARWICK DRIVE, HINDLEY, WIGAN WN2 4DT BEING ALL OF THE LEASEHOLD LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER MAN227093**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8996524

Charge code: 0899 6524 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2015 and created by THR NUMBER ONE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015 .

Given at Companies House, Cardiff on 5th February 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 2 FEBRUARY 2015

Supplemental Debenture



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THIS DEED is made on

2015

BETWEEN:-

- (1) **THE COMPANIES** whose names and registered offices are set out in Schedule 1 (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (the "**Security Agent**") as agent and trustee for itself and each of the Secured Parties (as defined in the Debenture, defined below).

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Definitions

Word and expressions defined or whose interpretation is provided for in the Debenture have the same meanings in this Deed and in addition in this Deed:-

- "Charged Property"** means all the assets and undertaking of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Deed
- "Debenture"** means the debenture dated 23 June 2014 granted by the Chargors in favour of the Security Agent
- "Land"** means the land described in Schedule 2 (*Land details*)
- "Related Rights"** means in relation to any Charged Property:
- (a) the proceeds of sale of any part of that Charged Property;
 - (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property including the right to receive Rental Income;
 - (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
 - (d) any moneys and proceeds paid or payable in respect of that Charged Property, including the Rental Income
- "Shares"** means all of the shares in the capital of each of the companies specified in Schedule 3 (*Details of Shares*) and any Shares in the capital of any other member of the Group owned by any Chargor or held by any nominee on behalf of any Chargor at any time, or in Schedule 2 to any Deed of Accession by which a Chargor becomes a Party to this Deed, held by, to the order of or on behalf of, any Chargor at any time

1.2 Interpretation

The principles of interpretation set out in clause 1.3 (*Interpretation*) of the Debenture apply to this Deed insofar as they are relevant to it.

1.3 Acknowledgement

Each Chargor acknowledges that the Security Agent enters into this Deed for itself and as trustee for the Secured Parties who shall be entitled to the full benefit of this Deed.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the other Finance Documents and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Third party rights

The provisions of clause 1.8 (*Third party rights*) of the Debenture apply to this Deed as they apply to the Debenture.

2. CREATION OF SECURITY

2.1 Charges

As a continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Security Agent all its right, title and interest from time to time in each of the following assets:-

2.1.1 by way of first legal mortgage; the Land;

2.1.2 by way of first fixed charge, to the extent not assigned or effectively assigned by Clause 2.2 (*Assignment*), the Rental Income derived from the Land together with all Related Rights;

2.1.3 by way of equitable mortgage or (if or to the extent that this Deed does not take effect as a mortgage) by way of first fixed charge the Shares;

2.1.4 by way of a first fixed charge the Related Rights under or in connection with the Shares.

2.2 Assignment

2.2.1 As continuing security for payment and discharge of the Secured Liabilities, each Chargor with full title guarantee assigns absolutely in favour of the Security Agent, subject to the right of redemption on payment and discharge of the Secured Liabilities, all its right, title and interest from time to time in all Rental Income derived from the Land (to the extent not validly mortgaged or charged by any other provision of this Deed) together with all Related Rights.

2.2.2 Each Chargor is entitled until the occurrence of an Event of Default to exercise all rights assigned under this Clause 2.2 (*Assignment*) (subject to the terms of the Finance Documents) and the Security Agent will reassign any such rights to the extent necessary to enable such Chargor to do so.

3. DEBENTURE

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each Chargor mortgaged, charged or assigned to the Security Agent by or pursuant to this Deed shall form part of the Charged Property and references in the Debenture to

the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

4. FURTHER ASSURANCE

4.1 Application to Land Registry

Each Chargor consents to the registration against the Land of:-

4.1.1 a restriction in the form set out in Clause 5.4.1 (*Application to Land Registry*); and

4.1.2 a notice as described in Clause 5.4.2 (*Application to Land Registry*),

of the Debenture.

4.2 Notices of Assignment

Each Chargor shall deliver to the Security Agent (or procure delivery of) Notices of Assignment in respect of the Rental Income derived from the Land duly executed by, or on behalf of, the applicable Chargor and in each case shall use all reasonable endeavours to procure that each notice is acknowledged by the party to whom such Notice of Assignment is addressed.

4.3 Deposit of documents

Clauses 5.3 (*Delivery of Documents of Title*) and 5.5 (*Delivery of Share Certificates*) of the Debenture shall apply to this Deed as if the references in that Clause to the Debenture were references to this Deed.

4.4 Tacking

For the purposes of section 94(1) of the LPA and section 49(3) of the Land Registration Act 2002 the Security Agent confirms on behalf of the Lenders that the Lenders shall make further advances to the Chargors on the terms and subject to the conditions of the Finance Documents.

4.5 Shares

Clauses 7.1 (*Shares: Before Security enforceable*) and 7.2 (*Shares: After Security enforceable*), of the Debenture shall apply to this Deed as if the references in that Clause to the Debenture were references to this Deed.

4.6 Shares: Payment of Calls

Each Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Shares which are not fully paid (unless reasonably contested), and in any case of default by any Chargor in such payment, the Security Agent may, if it thinks fit, make such payment on behalf of such Chargor in which case any sums paid by the Security Agent shall be reimbursed by the relevant Chargor to the Security Agent on demand and shall carry interest from the date of payment by the Security Agent until reimbursed in accordance with Clause 2.2 (*Interest*) of the Debenture.

5. EFFECT ON DEBENTURE

The Debenture shall continue in full force and effect as supplemented by this Deed.

6. SECURITY DOCUMENTS

This deed is a Security Document for the purposes of the Facility Agreement.

7. **NOTICES**

The provisions of Clause 21 (*Notices*) of the Debenture apply to this Deed as they apply to the Debenture.

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9. **GOVERNING LAW**

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

10. **ENFORCEMENT**

10.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

10.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no such party will argue to the contrary.

10.3 This Clause 10 (*Enforcement*) is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

EXECUTED AND DELIVERED AS A DEED by the Chargors and executed by the Security Agent on the date set out at the beginning of this Deed.

SCHEDULE 1**THE CHARGORS**

Company name	No	Address for service and fax number
THR NUMBER ONE PLC	8996524	6 New Street Square, New Fetter Lane, London EC4A 3AQ
THR NUMBER TWO LIMITED	8816684	6 New Street Square, New Fetter Lane, London EC4A 3AQ

SCHEDULE 2
DETAILS OF LAND

Description and Title Number	Chargor
Land and buildings known as Worsley House, Chatsworth Avenue, Fleetwood, FY7 8RW being all of the freehold land registered at the Land Registry under title number LAN7471	THR Number One plc
Land and buildings known as Close Lea, Field Top Road, Rastrick, Brighouse, HD6 3DE being all of the freehold land registered at the Land Registry under title numbers WYK625393 and WYK630912	THR Number One plc
Land and buildings known as Ash Tree House, Warwick Drive, Hindley, Wigan WN2 4DT being all of the leasehold land registered at the Land Registry under title number MAN227093	THR Number One plc
Land and buildings at Iceni Care Home, Jack Boddy Way, Swaffham, Norfolk, PE37 7HJ being all of the freehold land registered at the Land Registry under title number NK333988	THR Number Two Limited

SCHEDULE 3

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
THR Number 3 Limited	100 ordinary shares of £1 each	THR Number One plc

THE CHARGORS

EXECUTED as a Deed
by **THR NUMBER ONE PLC**

acting by:-

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)

Director

in the presence of:-

Signature of witness:

Name of witness: *RACHEL ANNE FISHER*

Address:

Occupation:

EXECUTED as a Deed
by **THR NUMBER TWO LIMITED**

acting by:-

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)
)

Director

in the presence of:-

Signature of witness:

Name of witness: *RACHEL ANNE FISHER*

Address:

Occupation:

SECURITY AGENT

SIGNED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC

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THE CHARGORS

EXECUTED as a Deed
by **THR NUMBER ONE PLC**

acting by:-

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Director

in the presence of:-

Signature of witness:

Name of witness:

Address:

Occupation:

EXECUTED as a Deed
by **THR NUMBER TWO LIMITED**

acting by:-

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Director

in the presence of:-

Signature of witness:

Name of witness:

Address:

Occupation:

SECURITY AGENT

SIGNED for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC

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