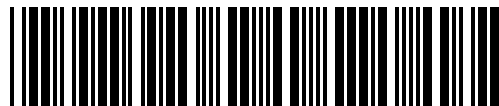




**Registration of a Charge**

Company Name: **THR NUMBER ONE PLC**

Company Number: **08996524**



Received for filing in Electronic Format on the: **13/10/2021**

XAF0JGEJ

**Details of Charge**

Date of creation: **06/10/2021**

Charge code: **0899 6524 0013**

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

Brief description: **LAND AND BUILDINGS KNOWN AS SUTTON HALL AND LODGE, CORNMILL WALK OFF SUTTON LANE, SUTTON IN CRAVEN, KEIGHLEY, NORTH YORKSHIRE, BD20 7AJ BEING ALL OF THE FREEHOLD LAND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NYK352413. LAND AND BUILDINGS KNOWN AS THE OAKS CARE HOME AT FLYING SHUTTLE, LLANIDLOES ROAD, NEWTOWN, POWYS, SY16 1HL BEING ALL OF THE LEASEHOLD LAND CURRENTLY UNDERGOING REGISTRATION AT THE LAND REGISTRY.**

**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 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2021 and created by THR NUMBER ONE PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th October 2021 .

Given at Companies House, Cardiff on 14th October 2021

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** 6 October **2021**

**(1) THR NUMBER ONE PLC**  
**(AS CHARGOR)**

**(2) THE ROYAL BANK OF SCOTLAND PLC**  
**(AS SECURITY AGENT)**

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**Supplemental Debenture**

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

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THIS DEED is made on

6 October 2021

**BETWEEN:-**

- (1) **THR NUMBER ONE PLC** (registered number 8996524) whose registered office is at Level 13, Broadgate Tower, 20 Primrose Street, London, England, EC2A 2EW (the "**Chargor**"); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (registered number SC083026) as agent and trustee for itself and each of the Secured Parties (as defined in the Debenture, defined below) (the "**Security Agent**").

**WHEREAS:-**

- (A) The Security Agent replaced NatWest Markets Plc (previously The Royal Bank of Scotland plc, registered number SC090312) as Security Agent pursuant to an amendment and restatement agreement dated 5 November 2020 and entered into between, amongst others, THR Number One PLC, THR Number Two Limited, THR Number 9 Limited and the Security Agent whereby the benefit of all Security Documents (as defined in the Facility Agreement, as defined below), including the Debenture (defined below), were vested in the Security Agent.

**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 Chargor 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, amongst others, the Chargor in favour of the Security Agent as supplemented pursuant to a supplemental charge dated 8 July 2014 and a supplemental debenture dated 2 February 2015 and as acceded to by THR Number 3 Limited by a deed of accession dated 2 February 2015 and acceded to by THR Number 9 Limited by a deed of accession dated 30 August 2017

**"Facility Agreement"** means a £70,000,000 term loan and revolving credit facilities agreement made between (among others) THR Number One plc, THR Number Two Limited and The Royal Bank of Scotland plc (in various capacities) originally dated 23 June 2014 as (i) amended and restated on 23 December 2014; (ii) further amended by amendment letters dated 31 March 2016, 14 April 2016 and 2 November 2017; (iii) further amended and restated on 1 September 2016; (iv) acceded to by THR Number 9 Limited on 30 August 2017; and (v) further amended and restated on 5 November 2020

**"Insurances"** means those insurance policies details of which are set out in Schedule 3 (*Details of Material Insurances*), and any policy of insurance or assurance, including, without limitation, any key-man life assurance policy

**"Land"** means the land described in Schedule 1 (*Details of Land*)

**"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 0 (*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

**"Specific Contracts"** means the agreements specified in Schedule 4 (*Details of Specific Contracts*)

## 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 Insurances and 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 each of the following assets:
  - (a) the Specific Contracts;
  - (b) the Insurances; and
  - (c) 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 duly executed by, or on behalf of, the applicable Chargor:

- 4.2.1 in respect of the Insurances, on the date of this Deed and as soon as reasonably practicable upon purchasing any further Insurance after the date of this Deed;
- 4.2.2 in respect of the Rental Income derived from the Land, on the date of this Deed; and



4.2.3 in respect of the Specific Contracts, upon the request of the Security Agent following the occurrence of a Declared Default,

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 Chargor 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 Chargor and executed by the Security Agent on the date set out at the beginning of this Deed.

**SCHEDULE 1**

**DETAILS OF LAND**

<b>Description and Title Number</b>	<b>Chargor</b>
Land and buildings known as Sutton Hall and Lodge, Cornmill Walk off Sutton Lane, Sutton in Craven, Keighley, North Yorkshire, BD20 7AJ being all of the freehold land registered at the Land Registry under title number NYK352413	THR Number One plc
Land and buildings known as The Oaks Care Home at Flying Shuttle, Llanidloes Road, Newtown, Powys, SY16 1HL being all of the leasehold land currently undergoing registration at the Land Registry	THR Number One plc

**SCHEDULE 2**  
**DETAILS OF SHARES**

<b>Name of Company</b>	<b>Description and Number of Shares</b>	<b>Name of Shareholder</b>
THR Number 14 Limited (10609739)	5,700,436 ordinary shares of £1.00 each	THR Number One plc
THR Number 16 Limited (10773560)	7,740,813 ordinary shares of £1.00 each	THR Number One plc

### SCHEDULE 3

#### DETAILS OF MATERIAL INSURANCES

<b>Policy number</b>	<b>Name address and of insurer</b>	<b>Name address and of broker</b>	<b>Brief description of assets insured</b>	<b>Date of expiry of policy</b>
100530231CPO	Aviva Insurance Limited, Pitheavlis, Perth PH2 0NH	Lockton Companies LLP, The St Botolph Building, 138 Houndsditch, London EC3A 7AG	Buildings, Loss of Rent/Service Charge and Property Owners Liability	7th March 2022

## **SCHEDULE 4**

### **DETAILS OF SPECIFIC CONTRACTS**

1. Collateral warranty in favour of Target Healthcare REIT PLC from J. Guest Limited dated 20 December 2019.
2. Collateral warranty in favour of Target Healthcare REIT Limited from M.T.C. Planning and Design Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
3. Collateral warranty in favour of Target Healthcare REIT Limited from M.T.C. Planning and Design Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
4. Collateral warranty in favour of Target Healthcare REIT PLC from Mark Dady Associates Limited dated 20 December 2019.
5. Collateral warranty in favour of Target Healthcare REIT Limited from Atlas Concrete Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
6. Collateral warranty in favour of Target Healthcare REIT Limited from D Jones Electrical Contractors Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
7. Collateral warranty in favour of Target Healthcare REIT Limited from Nolan UPVC Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
8. Collateral warranty in favour of Target Healthcare REIT Limited from Orona Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.
9. Collateral warranty in favour of Target Healthcare REIT Limited from Rackham Housefloors Limited dated 20 December 2019, assigned to Target Healthcare REIT plc by deed of assignment dated 20 December 2019.

**THE CHARGOR**

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

acting by:-



)  
)  
)  
)  
) Malcolm Naish

Director

in the presence of:-

Signature of witness:



Name of witness: Donald Cameron

Address: Laurel House  
Laurelhill Business  
Park  
Stirling  
FK7 9JQ

Occupation: chartered Accountant

**SECURITY AGENT**

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

)  
) Thomas Murray

