

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

TUESDAY



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19/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 7 1 9 3 6 3 8

Company name in full Quercus No 2 (General Partner) Limited acting in its own capacity and as
general partner for Quercus Healthcare Property 2 Limited Partnership

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 Date of creation of charge

Date of creation d2 d9 m0 m6 y2 y0 y1 y1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Standard Security ("the Standard Security")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 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 and each grantor of Security to
the Bank, whatever their nature or basis, in any currency or
currencies, and however they are described, together with all costs,
charges and Expenses incurred by the Lender in connection with the
protection, preservation or enforcement of its rights under the
Finance Documents or any other document evidencing or securing
any such liabilities EXCLUDING any obligation or liability to the extent
that if it were so included the Standard Security would give rise to
financial assistance within the meaning of section 677(1) of the
Companies Act unless such financial assistance is not prohibited by
virtue of the provisions of sections 678, 679, 681 and 682 of the
Companies Act (the "Secured Liabilities")

See Continuation Sheet for definitions

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Abbey National Treasury Services plc (the "Bank")

Address 2-3 Triton Square, Regent's Place

London

Postcode N W 1 3 A N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

ALL and WHOLE Ailsa Lodge, Erskine Ferry Road, Bishopton PA7 5PP being the subjects registered in the Land Register of Scotland under title number REN73409, Together with (One) the whole buildings and other erections on the said subjects hereby secured (Two) the whole fittings and fixtures therein and thereon, (Three) the whole parts, privileges and pertinents thereof, and (Four) the Borrower's whole right, title and interest, present and future, in and to the subjects

(the "Secured Property")

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X

Evered LLP

X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Frances Rooney

Company name Eversheds LLP

Address 3-5 Melville Street

Post town Edinburgh

County/Region

Postcode E H 3 7 P E

Country

DX DX ED24

Telephone 0845 498 0370



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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

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

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Particulars of a mortgage or charge

4	Amount secured Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Continuation Sheet 1</u></p> <p>"Acquisition Facility" means the term loan facility made available under the Facilities Agreement as described in clause 2 1 1 of the Facilities Agreement</p> <p>"Acquisition Loan" means a loan made or to be made under the Acquisition Facility or the principal amount outstanding for the time being of that loan,</p> <p>"Asset Manager" means Quintain Estates and Development PLC or such other asset manager which the Borrower may appoint in respect of each Obligor's assets,</p> <p>"Asset Manager Duty of Care Agreement" means the duty of care agreement in form and substance satisfactory to the Lender, to be entered into by the Asset Manager and the Lender pursuant to clause 22 3 of the Facilities Agreement,</p> <p>"Assignment of Rent" means any assignment in security in respect of rent granted by an Obligor in connection with a Property situated in Scotland,</p> <p>"Borrower" means Quercus Healthcare Property 2 Limited Partnership, a limited partnership registered in England and Wales with registration number LP013853 acting by its general partner, Quercus No 2 (General Partner) Limited, a company incorporated in England and Wales with company number 07193638,</p> <p>"Capex Facility" means the term loan facility made available under the Facilities Agreement as described in clause 2 1 2 of the Facilities Agreement,</p> <p>"Capex Loan" means a loan made or to be made under the Capex Facility or the principal amount outstanding for the time being of that loan,</p> <p>"Companies Act" means the Companies Act 2006,</p> <p>"Compliance Certificate" means the Compliance Certificate in the form set out in Schedule 3 of the Facilities Agreement,</p> <p>"Conditions" means the conditions contained in the Standard Security and the Standard Conditions (as varied and extended by the Standard Security), and reference to a numbered Condition is to the relevant Condition in the Standard Security,</p> <p>"Debenture" means the debenture dated on the Drawdown Date granted by each of the Borrower, the General Partner and the Nominees in favour of the Lender, in form and substance satisfactory to the Lender,</p> <p>"Drawdown Date" means the date on which a Loan is to be made,</p> <p><u>See Continuation Sheet 2</u></p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><u>Continuation Sheet 2</u></p> <p>"Expenses" means the total of the following</p> <ul style="list-style-type: none"> (a) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Secured Liabilities or any service provided by the Bank to the Borrower, (b) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank under the Conditions and which are either repayable by the Borrower under the Conditions or are incurred in the exercise by the Bank of its powers under the Conditions, (c) any costs, charges and expenses incurred by the bank in connection with the Bank doing anything to protect the Standard Security or to obtain possession of or sell or deal (in any other way allowed by the Conditions) with the Secured Property, <p>together with Valued Added Tax upon such sums where appropriate</p> <p>"Facilities Agreement" means the Facilities Agreement entered into among the Borrower, the General Partner, the Nominees and the Lender dated on or around 23 June 2011,</p> <p>"Finance Documents" means</p> <ul style="list-style-type: none"> (a) the Facilities Agreement, (b) each Compliance Certificate and Request, (c) the Security Documents, (d) any Hedging Document, (e) the Subordination Deed, and (f) any other document or deed entered into by an Obligor with the Lender under the terms of the Facilities Agreement or designated as such by the Lender and the Borrower <p>"General Partner" means QUERCUS No 2 (GENERAL PARTNER) LIMITED, a company incorporated in England and Wales with company number 07193638,</p> <p>"Hedging Documents" means the documents entered or to be entered into between the Borrower and the Lender for the purpose of complying with clause 21 16 of the Facilities Agreement,</p> <p>"Initial Properties" means each of the following properties</p> <ul style="list-style-type: none"> 1 Rosemount Retirement Centre, Golf Course Road, Blairgowrie, PH10 6LJ, Scotland being the heritable property in the course of registration in the Land Register of Scotland under title number PTH37533 2 Ashgrove Residential Home, Alexandra Parade, Kirn, Dunoon PA23 8HD, Scotland being the heritable property in the course of registration in the Land Register of Scotland under title number ARG17166 3 Ailsa Lodge, Erskine Ferry Road, Bishopton PA7 5PP, Scotland being the heritable property registered in the Land Register of Scotland under title number REN 73409 4 Belvoir Vale, Old Melton Road, Widmerpool, Keyworth NG12 5QL, England being the freehold property registered at the Land Registry with title numbers NT321043 and NT229398 5 Bentley Court, Nordley Road, Wednesfield, Wolverhampton, West Midlands WV11 1PX, England being the leasehold property registered at the Land Registry with title number WM954225 6 Hatton Grange Care Home, Oldham Street, Hyde, Greater Manchester, SK14 1AB being the freehold property registered at the Land Registry with title number MAN88913 7 Berkeley Court, (formerly Berkeley House) Berkeley Road, Harehills, Leeds, West Yorkshire, LS8 3RU being the freehold property registered at the Land Registry with title number 	

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

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See Continuation Sheet 3

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Continuation Sheet 3

"Lender" means the Bank

"Limited Partner" means Quercus (General Partner) Limited a company incorporated in England and Wales with registered number 03672909,

"Loan" means an Acquisition Loan or a Capex Loan or the principal amount outstanding for the time being of that Loan,

"Managing Agent" means Matthews and Goodman or such other manager which the Asset Manager may appoint in respect of the Property with the Lender's approval,

"Managing Agent Duty of Care Agreement" means the duty of care agreement in form and substance satisfactory to the Lender, to be entered into by, amongst others, the Managing Agent and the Lender pursuant to clause 22.2 of the Facilities Agreement,

"Nominees" means together (a) Quercus Nursing Homes 2010 (C) Limited, a company incorporated in England and Wales with company number 07193610 and (b) Quercus Nursing Homes 2010 (D) Limited, a company incorporated in England and Wales with company number 07193618,

"Obligors" means the Borrower, the General Partner and the Nominees and "Obligor" means any of them,

"Properties" means the Initial Properties any other Real Property acquired by any Obligor after the date of this agreement. A reference to a "Property" is a reference to any of the Properties,

"Real Property" means

- (a) any freehold, heritable, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immovable property

"Request" means a notice substantially in the form set out in Schedule 2 of the Facilities Agreement,

"Security" means any mortgage, pledge, lien, charge, assignment, hypothecation, standard security, floating charge, assignation of rent or security interest or any other agreement or arrangement having a similar effect,

"Security Documents" means

- (a) the Debenture,
- (b) any Supplemental Legal Mortgage,
- (c) any Standard Security over an Obligor's interest in any Property situated in Scotland granted by an Obligor in favour of the Lender, in a form and substance satisfactory to the Lender,
- (d) the Share Charge,
- (e) any Assignation of Rent,
- (f) the Asset Manager Duty of Care Agreement,
- (g) the Managing Agent Duty of Care Agreement, and
- (h) any other document designated as such by the Lender and the Borrower

See Continuation Sheet 4

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Particulars of a mortgage or charge

4	Amount secured	
Please give us details of the amount secured by the mortgage or charge		
Amount secured		

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Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Continuation Sheet 4

"Share Charge" means the share charge dated on the Drawdown Date granted by the Shareholder in favour of the Lender in respect of shares in the General Partner,

"Shareholder" means Quercus GP Holdco Limited, a company incorporated in England and Wales with company number 07193709,

"Subordination Deed" means the deed of subordination dated on or about the date of the Facilities Agreement between the Limited Partner and the Lender, in a form and substance satisfactory to the Lender,

"Supplemental Legal Mortgage" has the meaning ascribed to such term in the Debenture

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured		

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



✓ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction

✗ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland

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

1 Company details		For official use	
Company number	0 7 1 9 3 6 3 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Quercus No 2 (General Partner) Limited acting in its own capacity and as general partner for Quercus Healthcare Property 2 Limited Partnership		
2 Date charge presented		1 As described on form MG01 'Particulars of a mortgage or charge' 2 Please tick as appropriate	
Date of, and parties to, the charge	It is hereby certified that the charge 1 Standard Security was presented for registration on d 2 d 9 m 0 m 6 y 2 y 0 y 1 y 1		
Jurisdiction	in 2 <input checked="" type="checkbox"/> Scotland <input type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland		
3 Signature			
Please sign the form here			
Signature	Signature ✗ <i>Everheds LLP</i> ✗ This form must be signed by a person with an interest in the registration of the charge		

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction



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 Frances Rooney

Company name Eversheds LLP

Address 3-5 Melville Street

Post town Edinburgh

Country/Region

Postcode E H 3 7 P E

Country

DX DX ED24

Telephone 0845 498 0370



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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed
- ☐ You have signed the form



Important information

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



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 MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 7193638

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 29
JUNE 2011 AND CREATED BY QUERCUS NO. 2 (GENERAL
PARTNER) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR AND EACH GRANTOR OF
SECURITY TO ABBEY NATIONAL TREASURY SERVICES PLC
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES