

MG01

Particulars of a mortgage or charge

266 57 5/130



LASERFORM

SATURDAY

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



AXUMOVHN

A18

02/07/2011

6

COMPANIES HOUSE

refer to our guidance at
www.companieshouse.gov.uk



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 register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

1

Company details

Company number

0 7 1 9 3 6 3 8

Company name in full

Quercus No 2 (General Partner) Limited (the "Chargor") acting
in its own capacity and as general partner of Quercus
Healthcare Property 2 Limited Partnership

For official use

2

Filing 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

2 3 0 6 2 0 1 1

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

Assignment of Rental Income (the "Assignment")

4

Amount secured

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

Amount secured

£
10

All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever) of the Chargor and each other Assignor to
the Lender, 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 PROVIDED THAT this shall not include
any obligation or liability to the extent that if it were so included
the Assignment (or any part of it) would give rise to financial
assistance within the meaning of section 677(1) of the Companies
Act 2006 unless such financial assistance is not prohibited by
virtue of the provisions of sections 678, 679, 681 and 682 of the
Companies Act 2006

See Continuation Sheets for definitions.

Continuation page

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

MG01

Particulars of a mortgage or charge

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 "Lender")

Address 2 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 monies received, receivable or recoverable in connection with the letting of (i) 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; (ii) 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, (iii) 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

MG01

Particulars of a mortgage or charge

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 *Gresheds LLP* X

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

MG01

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 Sarah Clark

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C V 7 W S

Country

DX 154280 Cheapside 8

Telephone 0845 497 70777



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

MG01 - continuation page

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 1

"Acquisition Facility" means the term loan facility made available under the Facilities Agreement as described in clause 2.1.1 of the Facilities Agreement

"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,

"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,

"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,

"Assignment of Rent" means any assignment in security in respect of rent granted by an Obligor in connection with a Property situated in Scotland,

"Assignor" means.

- (1) the Borrower;
 - (2) the Chargor,
 - (3) the C Nominee as trustee of the partners from time to time of the Borrower,
 - (4) the D Nominee as trustee of the partners from time to time of the Borrower;
- together the "Assignors"

"Borrower" means Quercus Healthcare Property 2 Limited Partnership, a limited partnership registered in England and Wales with registration number LP013853 acting by the Chargor;

"C Nominee" means QUERCUS NURSING HOMES 2010 (C) LIMITED, a company incorporated in England and Wales with company number 07193610,

"Capex Facility" means the term loan facility made available under the Facilities Agreement as described in clause 2.1.2 of the Facilities Agreement,

"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,

"Compliance Certificate" means the Compliance Certificate in the form set out in Schedule 3 of the Facilities Agreement;

"D Nominee" QUERCUS NURSING HOMES 2010 (D) LIMITED, a company incorporated in England and Wales with company number 07193618;

"Debenture" means the debenture dated on the Drawdown Date granted by each of the Borrower, the Chargor and the Nominees in favour of the Lender, in form and substance satisfactory to the Lender,

"Drawdown Date" means the date on which a Loan is to be made;

SEE CONTINUATION SHEET 2

MG01 - continuation page

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 2

"Facilities Agreement" means a facilities agreement entered into on or around the date of the Assignment between, amongst others, the Borrower and the Lender;

"Finance Documents" means:

- (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 this agreement or designated as such by the Lender and the Borrower.

"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,

"Initial Properties" means each of

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 WYK241050

"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,

SEE CONTINUATION SHEET 3

MG01 - continuation page

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

"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 the C Nominee and the D Nominee,

"Obligors" means the Borrower, the Chargor 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 Documents" means

- (a) the Debenture,
- (b) any Supplemental Legal Mortgage;
- (c) any Standard Security,
- (d) the Share Charge;
- (e) any Assignment 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.

"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 Chargor,

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

"Standard Security" means the 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,

"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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured



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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL
INCOME DATED 23 JUNE 2011 AND CREATED BY QUERCUS NO.
2 (GENERAL PARTNER) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY ACTING IN
ITS OWN CAPACITY AND AS GENERAL PARTNER OF QUERCUS
HEALTHCARE PROPERTY 2 LIMITED PARTNERSHIP AND EACH
OTHER ASSIGNOR 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
2 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DX