

MG01

Particulars of a mortgage or charge

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Oyez

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 reg
particulars of a charge for a Sc
company To do this, please u
form MG01s

TUESDAY



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A23

13/12/2011

#53

COMPANIES HOUSE

1

Company details

Company number

0 6 7 6 4 9 6 6

Company name in full

Care Homes UK Limited ("the Company")

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

0 7 1 2 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

Debenture between the Company and Santander UK Plc as Security Trustee
for itself and each of its Subsidiaries ("the Bank")

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Amount secured

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

Amount secured

The "Secured Liabilities" being all monies,
obligations and liabilities whatsoever whether for
principal, interest or otherwise which may now or
any time in the future be due, owing or incurred by
the Company to the Bank whether present or future,
actual or contingent and whether alone, severally
or jointly as principal, guarantor, surety or
otherwise and all the Company's other liabilities
whatever to the Bank including (without limitation)
indebtedness on account of money advanced, bills of
exchange, promissory notes, obligations with
respect to letters of credit, guarantees and
indemnities and in whatever name or style and
whether on any current or other account or in any
other manner whatsoever, together with interest and
including (but without limitation) all interest,

(See Continuation Sheet 1)

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	
Name	Santander UK Plc
Address	Corporate Advances Branch, Bootle Merseyside
Postcode	L 3 0 4 G B
Name	
Address	
Postcode	

Continuation page

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Company with full title guarantee as a continuing security for the payment of all Secured Liabilities charges in favour of the Bank:</p> <p>1. by way of fixed charge and by way of legal mortgage, all right, title, estate and other interests of the Company in the "Charged Property" being all the freehold and/or leasehold property described in the schedule to the Debenture and any other freehold or leasehold property now or at any time vested in or held by or on behalf of the Company and including all rights attached or appurtenant to it and all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlord's fixtures), fixed plant and machinery from time to time on it and any and all contracts and policies of insurance of whatever nature in connection with the Charged Assets which from time to time taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest and any proceeds of sale or other realisation thereof and shall include each and every part or parts thereof</p> <p>2 by way of fixed charge</p> <p>2.1 all right title, estate and other interests of the Company in each Charged Property not effectively mortgaged above;</p> <p>2.2 all book and other debts in existence from time to time, both present or future due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company and the benefit of all rights whatsoever relating thereto including (without prejudice to the generality of the foregoing) credit balances with bankers or other third parties, surplus proceeds of realisation of any security held by any persons other than the Bank and things in action which give rise or may give rise to a debt or debts, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendor's liens and similar and associated rights;</p> <p>(See Continuation Sheet 1)</p>

Continuation page

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

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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

Nil

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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 866).

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 870). 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 Howard Vandy 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
Steve Clinning (SC4/023169.00681)

Company name
Howard Kennedy

Address
19 Cavendish Square

London

Post town

County/Region

Postcode
W 1 A 2 A W

Country

DX DX 42748 Oxford Circus North

Telephone
020 7636 1616

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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>commission, fees and legal and other costs, charges and expenses which the Bank of any administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the "Charged Assets" being: the whole of the undertaking and all other property, assets and rights of the Company which are the subject of any security created or purported to be created by the Debenture and includes any part of or any interest in them; whether alone or jointly with any other person and includes any substitute for them appointed from time to time may charge or incur in relation to the Company or the Debenture and the preparation, negotiation and creation of the Debenture and/or in relation to the Charged Assets and/or breach of any provision of, and the protection, realisation or enforcement of the Debenture, in each case on a full indemnity basis and so that interest shall be calculated and compounded according to the usual manner of the Bank (as well after as before judgement).</p>	

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Particulars of a mortgage or charge



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Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2 3 all present and future goodwill and uncalled capital for the time being of the Company</p> <p>3 by way of first priority assignment all of its right, title, estate and other interests in and to</p> <p>3.1 the gross rents, licence fees and other monies receivable now or thereafter at any time by the Company in respect of or arising out of any lease of the Charged Property or any agreement for lease or otherwise without limitation derived by the Company from the Charged Property or otherwise paid to or received by the Company in respect of the Charged Property and the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Charged Property including (but not limited to) all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licencees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons;</p> <p>3 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to any Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on any Charged Property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and</p> <p>3 3 the benefit of all "Property Agreements" being: all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Charged Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis); or the proceeds of any claim, award or judgement arising out of any Property Agreement and all sums paid or payable to the Company under or in respect of any Property Agreement.</p> <p>4 by way of floating charge the whole of the Company's undertaking and all other property, assets and rights of the Company whatsoever, wherever situate, whether movable, immovable, present or future, which are, for any reason, not validly charged or assigned pursuant to the other provisions of the Debenture.</p> <p>Under the terms of the Debenture the Company agrees that:</p> <p>(a) it will not (except for charges in favour of the Bank created under or pursuant to the Debenture) create or attempt to create or permit to subsist or arise any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest or arrangement of any kind or any right conferring a priority of payment or any right or option on the Charged Assets or any part thereof.</p> <p>(See Continuation Sheet 2)</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

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Particulars of a mortgage or charge



5

Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

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Address

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Particulars of a mortgage or charge



6	Short particulars of all the property mortgaged or charged					
	Please give the short particulars of the property mortgaged or charged					
Short particulars	<p>(b) it will not (save in the ordinary course of trading at not less than market value) sell, convey, assign, lease or transfer the Charged Assets or any interest therein or otherwise part with, share possession or dispose of any of the Charged Assets or assign or otherwise dispose of any monies payable to the Company in relation to the Charged Assets or agree to do any of the foregoing,</p> <p>(c) it will not (in relation to any Charged Property) exercise any of the powers of leasing or agreeing to lease vested in or conferred on the Company by common law or by statute or accept the surrender of any lease, underlease or tenancy or release or vary any of the terms of any such lease, underlease or tenancy or exercise any power to determine or extend the same or agree to do any of the foregoing,</p> <p>(d) it will not part with or share possession of all or any part of the Charged Assets or part with or share possession or occupation of any Charged Property or any part of it or grant any tenancy or licence to occupy any Charged Property or agree to do any of the foregoing.</p> <p>Under the terms of the Debenture the company undertakes to hold any monies received or payable under any insurances on trust for the Bank.</p> <p>The Charged Property referred to in the Schedule to the Debenture is as follows:</p> <table border="1" data-bbox="309 1178 1197 1267"><thead><tr><th data-bbox="309 1178 616 1207"><u>Address of Property</u></th><th data-bbox="999 1178 1197 1207"><u>Title Number</u></th></tr></thead><tbody><tr><td colspan="2" data-bbox="309 1240 360 1267">N/A</td></tr></tbody></table>		<u>Address of Property</u>	<u>Title Number</u>	N/A	
<u>Address of Property</u>	<u>Title Number</u>					
N/A						



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6764966
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2011 AND CREATED BY CARE HOMES UK LTD FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO SANTANDER UK PLC 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 13 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES