

MG01

Particulars of a mortgage or charge

Oyez

700769/13

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

FRIDAY



A17 *A15B20A7* #110
COMPANIES HOUSE

1 Company details

Company number 0 5 6 9 7 6 1 0 ✓

Company name in full ✓ DRS CARE HOMES LIMITED (the "Company")

For official use

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 ✓ 1 6 0 3 2 0 1 2

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

4 Amount secured

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

Amount secured ✓
10 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 Santander UK plc and its
subsidiaries for the time being (the "Group" and
each a "Group Member") or to any Group Member
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 Group
(or any Group Member) 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,
(continued on continuation sheet)

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 (the "Bank")
Address	2 Triton Square Regent's Place, London
Postcode	N W 1 3 A N
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>1. Fixed Charge</p> <p>The Company, as a continuing security for the payment of all Secured Liabilities, charged in favour of the Bank (as security trustee for the Group Members)</p> <p>1.1 by way of fixed charge by way of legal mortgage, all right, title, estate and other interests of the Company in all the <u>freehold property known as 39 Landsdowne Road, Tottenham N17 0LS as registered at HM Land Registry with Title Number MX178417</u> and any other freehold or leasehold property on the date of the Debenture 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 all contracts and policies of insurance of whatever nature in connection with the Charged Assets which are, 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 ("Charged Property"); and</p> <p>1 2 by way of fixed charge</p> <p>1 2 1 all right, title, estate and other interests of the Company in each Charged Property not effectively mortgaged under the provision described in paragraph 1 1 above;</p> <p>(continued on continuation sheet)</p>

Continuation page

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

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 Nil.	
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 X  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
OWEN COSTINE

Company name
BLAKE LAPHORN

Address
NEW KINGS COURT

TOLLGATE

CHANDLER'S FORD

Post town
EASTLEIGH

County/Region
HAMPSHIRE

Postcode
S O 5 3 3 L G

Country
UK

DX
DX 155850 EASTLEIGH 7

Telephone
023 8085 7006



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	<p>(continued)</p> <p>together with interest and including (but without limitation) all Expenses and so that interest shall be calculated and compounded according to the usual manner of the relevant Group Member as well after as before judgement (the "Secured Liabilities").</p> <p>DEFINITIONS In this Form:</p> <p>"Charged Assets" means 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.</p> <p>"Expenses" means all interest, commission, fees and legal and other costs, charges and expenses which any Group Member or any Receiver 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.</p> <p>"Receiver" means an administrative receiver, receiver or receiver and manager appointed by the Bank over all or any of the Charged Assets pursuant to the Debenture whether alone or jointly with any other person and includes any substitute for them appointed from time to time</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.</p>

MG01 - continuation page

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	
Name	
Address	
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Name	
Address	
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Name	
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Postcode	
Name	
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Postcode	
Name	
Address	
Postcode	

MG01 - continuation page

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

(continued)

1 2.2 all book and other debts in existence from time to time, both present and 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 a Group Member 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 ("Book Debts"); and

1 2 3 all present and future goodwill and uncalled capital for the time being of the Company

2 Assignment

The Company as continuing security for the payment of all Secured Liabilities, charged to the Bank (as security trustee for the Group Members) by way of first priority assignment all of its right, title, estate and other interests in and to:

2 1 the gross rents, licence fees and other monies receivable on the date of the Debenture 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 (the "Rental Income") and the benefit to the Company of all other rights and claims to which the Company is on the date of the Debenture or may thereafter 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, licensees or occupiers of any Charged Property and all guarantors and sureties for the obligations of such persons;

2 2 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisors 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 on the date of the Debenture 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

(continued on 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

MG01 - continuation page

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

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MG01 - continuation page
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

(continued from continuation sheet 1)

2.3 the benefit of all present (on the date of this Debenture) 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) ("Property Agreement"), 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;

provided that nothing in the provision described in this paragraph 2 shall constitute the Bank as a mortgagee in possession.

3. Floating Charge

The Company as a continuing security for the payment and discharge of the Secured Liabilities charged in favour of the Bank (as security trustee for the Group Members) 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 provisions described in paragraphs 1 and 2 above)

4. Restrictions on the Company

4.1 The Company represented, warranted and undertook to the Bank (as security trustee for the Group Members) that (save with the prior written consent of the Bank) it

4.1.1 is and will be the sole beneficial owner of all the Charged Assets free from any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment ("Encumbrance") and 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 Encumbrance or any right or option on the Charged Assets or any part thereof,

4.1.2 will not (save in the normal 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;

4.1.3 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,

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		

MG01 - continuation page

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

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MG01 - continuation page

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

(continued from continuation sheet 2)

4.1.4 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,

4.1 5 will not deal with the Book Debts in any other way and otherwise than to

4 1.5 1 collect and realise all Book Debts charged under the Debenture in the ordinary course of its business and pay into the Company's account with the Bank all proceeds of such collection and realisation which it may receive in respect of those Book Debts immediately upon receipt and pending such payment hold such monies on trust for the Group; and

4.1.5 2 not release, exchange, compound, set-off or deal with all or any of the Book Debts otherwise than by getting in and realising the same in the ordinary and proper course of its trading business (and for this purpose the realisation of debts by means of block discounting factoring or the like shall not be regarded as dealing in the ordinary and proper course of its trading business)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5697610
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 MARCH
2012 AND CREATED BY DRS CARE HOMES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO SANTANDER UK PLC AND ITS SUBSIDIARIES
FOR THE TIME BEING OR TO ANY GROUP MEMBER 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 23 MARCH 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2012



Companies House
— for the record —



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

DX