

MG01

Particulars of a mortgage or charge



187692/52

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 a Scottish company. To do this, please use form MG01s

WEDNESDAY



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09/02/2011

117

COMPANIES HOUSE

For official use

1

Company details

Company number 0711460

Company name in full HANDICARE HOLDING LIMITED
(the "Company")

→ **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 27/01/2011

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 dated 27 January 2011 between the Charging Companies and the Security Agent (the "Debenture")

4

Amount secured

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document as at 27 January 2011 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor under or in connection with any Finance Document and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 678 of the Companies Act 2006 and taking into account the operation of clause 23.11(c) of the Facilities Agreement (the "Indebtedness").

Continued on continuation sheet.

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 DNB NOR BANK ASA

Address Stranden 21, Oslo NO-0021, Norway as security trustee for itself
and the other Secured Parties (the "Security Agent").

Postcode

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

1 CHARGING CLAUSE**1 1 Fixed Charges**

The Company, as security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, as at 27 January 2011 and in future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) all of the Premises together with all buildings and fixtures (including trade fixtures) on those Premises, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) by way of first fixed charge

(i) all other interests (not charged under clause 3 1(a) of the Debenture, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) if not effectively the subject of a mortgage (whether legal or equitable) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

Continued on continuation sheet.

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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

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 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).

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Signature

Please sign the form here

Signature

Signature

X Ashurst LLP

X

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

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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 CSHERR/KIH/SEB01 00037/462095 sholm

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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>NOTE</p> <p>In this form MG01</p> <p>"Accounting Principles" means Accounting Principles as such term is defined in clause 26 2 (Financial Definitions) of the Facilities Agreement,</p> <p>"Agent" means DnB NOR Bank ASA,</p> <p>"Agreed Security Principles" means the principles set out in schedule 10 (Agreed Security Principles) to the Facilities Agreement,</p> <p>"Assigned Agreements" means the Insurances, the Material Contracts and any other agreement designated as an Assigned Agreement by the Obligors' Agent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Charging Companies" means each of the companies listed in schedule 1 to the Debenture, as set out in schedule 1 hereto (of which the Company is one), and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Company set out in schedule 7 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>"Declared Default" means an Event of Default which has occurred and is continuing and has resulted in the Agent exercising any of its rights under clause 28 20 (Acceleration) of the Facilities Agreement,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Event of Default" means any event or circumstance specified as such in clause 28 (Events of Default) of the Facilities Agreement,</p> <p>"Facilities Agreement" means the multicurrency facilities agreement dated 22 December 2010 between, amongst others, Magsum B V as parent, DnB NOR Bank ASA, Nordea Bank Norge ASA, Skandinaviska Enskilda Banken AB (publ) and Swedbank AB as arrangers, and DnB NOR Bank ASA as agent and Security Agent,</p> <p>"Finance Document" means Finance Document as such term is defined in the Facilities Agreement (and shall include, for the avoidance of doubt, the Hedging Agreements),</p> <p>"Financial Indebtedness" means Financial Indebtedness as such term is defined in the Facilities Agreement,</p> <p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture, as set out in clause 1 2 herein,</p>	

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"Group" means Group as such term is defined in the Facilities Agreement;

"Group Company" means any member of the Group,

"Hedging Agreements" means Hedging Agreements as such term is defined in the Facilities Agreement,

"Hedge Counterparties" means Hedge Counterparties as such term is defined in the Facilities Agreement,

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

"Insurances" means all policies of insurance and all proceeds of them either as at 27 January 2011 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance, including (but not limited to) those listed in schedule 4 to the Debenture, as set out in schedule 4 hereto, and as specified in any relevant Security Accession Deed,

"Intellectual Property" means

(a) any patents, trade marks, service marks, logos, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know how and other intellectual property rights and interests (which may subsist as at 27 January 2011 or in the future), whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, and

(b) the benefit of all applications and rights to use such assets of each Group Company (which may subsist as at 27 January 2011 or in the future),

including, but not limited to, those items listed in schedule 5 to the Debenture, as set out in schedule 5 hereto, and as specified in any relevant Security Accession Deed,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Mandatory Prepayment Accounts" means an interest-bearing account

(a) held with the Agent or Security Agent,

(b) designated by the Parent and the Agent as a Mandatory Prepayment Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance reasonably satisfactory to the Agent and Security Agent, and

(d) from which no withdrawals may be made by any member of the Group except as contemplated by the Facilities Agreement,

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

Amount secured

(as the same may be redesignated, substituted or replaced from time to time),

"Material Contracts" means the contracts listed in schedule 9 to the Debenture, as set out in schedule 6 hereto, and any other contract designated as a Material Contract by the Security Agent (acting reasonably);

"Obligor" a Borrower or a Guarantor (as both such terms are defined in the Facilities Agreement),

"Obligors' Agent" means the Parent, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 2.4 (Obligors' Agent),

"Parent" means Magsum B V, a private company with limited liability incorporated under the laws of The Netherlands and registered with the trade register of the Chambers of Commerce under number 27312586,

"Premises" means all freehold and leasehold real property in England and Wales from time to time owned by the Company or in which the Company is otherwise interested, including the property, if any, specified in schedule 2 to the Debenture, as set out in schedule 2 hereto, (or, as the case may be, schedule 1 to the relevant Security Accession Deed);

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,

"Secured Parties" means Secured Parties as such term is defined in the Facilities Agreement (and including, for the avoidance of doubt, the Hedge Counterparties),

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"Security Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 9 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,

"Subsidiary" means in relation to a Holding Company, a company, corporation or other legal entity

(a) which is a subsidiary within the meaning of section 1159 of the Companies Act 2006,

(b) which is a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

(c) of which the Holding Company has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital, capital or similar right of ownership and control for this purpose means the power to direct the management and policies of the entity whether through the ownership of voting capital, by contract or otherwise, or

(d) treated as a subsidiary in the financial statements of a holding company pursuant to the Accounting Principles, and

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Amount secured

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

Amount secured

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 3 hereto, and as specified in any relevant Security Accession Deed

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,</p> <p>(vi) all monies standing to the credit of its accounts (including any Mandatory Prepayment Accounts and the Collection Accounts) with any bank, financial institution or other person and all rights related to those accounts,</p> <p>(vii) all its Intellectual Property,</p> <p>(viii) all rights and interest in the Hedging Agreements,</p> <p>(ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(x) its goodwill and uncalled capital, and</p> <p>(xi) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below, all its rights and interests in (and claims under) the Assigned Agreements.</p> <p>1 2 Floating Charge</p> <p>As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets as at 27 January 2011 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture, as set out in clause 1 1 above, or assigned under clause 3 3 (Security Assignment) of the Debenture, as set out in clause 1 3 below</p> <p>1 3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)</p> <p>(b) Until the occurrence of a Declared Default, but subject to clause 8 6 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements</p> <p>1 4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice The Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Debenture</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

2 FURTHER ASSURANCE

2 1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture

(b) The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

Except as permitted under the terms of the Facilities Agreement

(a) The Company shall not create or permit to subsist any Security over all or any part of its assets

(b) The Company shall not

(i) sell, transfer or otherwise dispose of all or any part of its assets on terms whereby they are or may be leased to or re-acquired by a Charging Company or any other member of the Group,

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (iii) enter into any arrangement under which money or the benefit of a Collection Account, Mandatory Prepayment Account, other bank account or other account may be applied, set-off or made subject to a combination of accounts, or
- (iv) enter into any other preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset
- (c) Except as permitted under the terms of the Facilities Agreement, the Company shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of all or any part of any asset

SCHEDULES

SCHEDULE 1

The Charging Companies

Name	Registered Number
Handicare Holding Limited	07111460
Minivator Group Limited	05194271
Companion Stairlifts Limited	04728243
Handicare Accessibility Limited	04109393

SCHEDULE 2

Details of Properties

None as at 27 January 2011

SCHEDULE 3

Details of Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Handicare Holding Limited	Minivator Group Limited (CRN 05194271)	1,052,258,000 ordinary shares	N/A

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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

SCHEDULE 4 Insurances

Insurance Policy Name	Insurance Policy Number	Name and Address of Insurance Insurance Policy Provider
Combined Liability Policy	47UKC22329	ACE European Group Limited ACE Building, 100 Leadenhall Street, London EC3A 3BP
Marine Cargo Policy	W15LOI10PNWV	Beazley Marine UK Plantation Place South, 60 Great Tower Street, London EC3R 5AD
JLT Computer Insurance Facility Policy	06658943	Chubb Insurance Company of Europe S E JLT Corporate Risks, St James's House, 7 Charlotte Street, Manchester M1 4DZ
Multinational Master Insurance Policy	UKPNC32683 10	ACE European Group Limited ACE Building, 100 Leadenhall Street, London EC3A 3BP
Vehicle Renewal Policy	52FLW4042632	Aviva Insurance UK Limited 8 Surrey Street, Norwich NR1 3NG

SCHEDULE 5 Intellectual Property

None as at 27 January 2011

SCHEDULE 6 Material Contracts

None as at 27 January 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7111460
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 JANUARY
2011 AND CREATED BY HANDICARE HOLDING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY
CHARGING COMPANY OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY 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 9 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 FEBRUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES