

MG01

Particulars of a mortgage or charge

052142/351

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

WEDNESDAY



A61 *A103PH8R* #106
19/12/2012
COMPANIES HOUSE

1 Company details

Company number 0 2 7 9 2 2 8 5

Company name in full Barchester Healthcare Limited (the "Chargor")

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 d1 d4 m1 m2 y2 y0 y1 y2

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 14 December 2012 and made between, among others, the
Chargor and Wilmington Trust (London) Limited (the "Security Trustee")
(the "Debenture")

4 Amount secured

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

Amount secured All obligations covenanted to be discharged by the Chargor in
accordance with the OpCo Finance Documents (as supplemented,
amended or restated from time to time), including any liability in
respect of any further advances made under the OpCo Finance
Documents, whether present or future, actual or contingent (and
whether incurred solely or jointly and whether as principal or as
surety or in some other capacity) **provided that** neither such
covenant or undertaking nor the security constituted by the
Debenture or any Mortgage shall extend to or include any liability or
sum which would, but for this proviso, cause such covenant or
undertaking or security to be unlawful or prohibited by any
applicable law (the "Secured Obligations")

Please see attached continuation pages

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 Wilmington Trust (London) Limited

Address Third Floor

1 King's Arms Yard

Postcode E C 2 R 7 A F

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 Please see attached continuation pages

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

Signature

X Baker & McKenzie 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 S Marcelin-Rice

Company name Baker & McKenzie LLP

Address 100 New Bridge Street

Post town London

County/Region

Postcode E C 4 V 6 J A

Country England

DX 233 Chancery Lane

Telephone + 44 20 7919 1413/+44 20 7919 1000



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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE TO MG01

PART I

DEFINITIONS

In addition to terms defined elsewhere in this Form, the following terms have the following meanings in this Form and schedule

"Account" means each Operating Account and each Controlled Account

"Agent" means Wilmington Trust (London) Limited

"Barchester" means Barchester Healthcare Limited, a company incorporated in England and Wales with registration number 2792285

"Charged Property" means all the assets and undertaking of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage

"Claims Account" means any account that may from time to time be specified in writing by the Security Trustee as an account into which the proceeds of the getting in or realisation of the Monetary Claims are to be paid and in respect of which the relevant bank or financial institution has agreed to operate such account in accordance with any procedures which may from time to time be stipulated in writing by the Security Trustee (acting on the instructions of the Agent on behalf of the majority lenders)

"Collateral Rights" means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law

"Controlled Account" means

- (a) any Claims Account,
- (b) each of the accounts listed in Part V Part B of this schedule (*Controlled Accounts*), and
- (c) any other account which may from time to time be identified in writing as a Controlled Account by the Security Trustee (acting on the instructions of the Agent on behalf of the majority lenders),

and in each case together with the debt or debts represented thereby and all Related Rights

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

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest and all Related Rights

"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, (which may now or in the future subsist), together with the benefit of all applications and rights to use such assets and all Related Rights

"Investments" means

- " (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

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

"Liabilities" means all present and future liabilities and obligations at any time of any member of the group to any finance party under the OpCo Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution,
- (d) any claim as a result of any recovery by any member of the group of a payment on the grounds of preference or otherwise, and
- (e) any further advances made under any document or agreement supplemental to the relevant OpCo Finance Documents, together with all related interest, fees and costs,

and any amounts (including, without limitation, any post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

"Monetary Claims" means any book and other debts, receivable and monetary claims owing to the Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor)

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in favour of the Security Trustee

"OpCo" means Barchester Healthcare Homes Limited

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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"OpCo Facility Agreement" means the term facility agreement dated on or about the date of the Debenture and made between, among others, OpCo as borrower, the Agent, the Security Trustee and the financial institutions named therein as lenders, each as defined in such agreement as amended, varied, novated or supplemented from time to time

"OpCo Finance Documents" means

- (a) the OpCo Facility Agreement,
- (b) the OpCo group subordination deed,
- (c) the OpCo Security Trust Agreement,
- (d) any accession deed,
- (e) any compliance certificate,
- (f) any fee letter,
- (g) any selection notice,
- (h) any transaction security document,
- (i) any utilisation request, and

any other document designated as a "Finance Document" by the Agent and Barchester

"OpCo Secured Obligations" means all Liabilities and all other present and future obligations at any time due, owing or incurred by each covenantor to any Secured Party under the OpCo Finance Documents, both actual or contingent and whether incurred solely or jointly and as principal or surety or in any other capacity

"OpCo Security Trust Agreement" means the security trust agreement dated on or about the date of the OpCo Facility Agreement

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

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"Operating Account" means

- (j) each propco maintenance reserve account,
- (k) each of the accounts listed in Part V, Part A (*Operating Accounts*) of this schedule, and
- (l) any other account which may from time to time be opened or maintained by the Chargor with any person,

and in each case together with the debt or debts represented thereby and all Related Rights

"Real Property" means

- (a) any freehold, leasehold or immovable property including, without limitation, the freehold and leasehold property in England and Wales specified in Part IV (*Details of Real Property*) of this schedule, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property,

and all Related Rights

"Related Rights" means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities, undertakings or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

"Secured Parties" means the Security Trustee, any receiver or delegate and each of the finance parties, **provided that** in the case of each finance party such person is party to or has acceded to the OpCo Security Trust Agreement in accordance with its terms

"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

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Shares" means all of the shares in the capital of each of the companies specified in Column B of the table set out in Part VI (*Details of Shares*) of this schedule held by, to the order or on behalf of each company specified in relation thereto in Column A of the table set out in Part VI (*Details of Shares*) of this schedule at any time

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights

Any references in this form to **"assets"** includes present and future properties, revenues and rights of ever description

PART II

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

1 By Clause 3 1 (*Fixed Charges*) of the Debenture, the Chargor charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties and as security for the payment and discharge of the OpCo Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture (or, if later, the date on which such chargor accedes as party to the Debenture) shall be a charge by way of legal mortgage) all of the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party)

- (a) the Real Property (other than any Real Property situated in Scotland and Jersey),
- (b) the Tangible Moveable Property (other than any Tangible Moveable Property situated in Scotland and Jersey),
- (c) the Accounts (other than any propco maintenance reserve account),
- (d) the Intellectual Property,
- (e) any goodwill and rights in relation to the uncalled capital of the Chargor,
- (f) any rent deposits and all Related Rights (other than any rent deposits and rental rights in relation to Real Property situated in Scotland and Jersey),
- (g) the Investments,
- (h) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
- (i) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

the Debenture

- 2 By Clause 3 4 (*Second Fixed Charge*) of the Debenture, the Chargor charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties and as security for the payment and discharge of the OpCo Secured Obligations, by way of second ranking fixed charge all the Chargor's right, title and interest from time to time in and to any propco maintenance reserve account (subject to obtaining any necessary consent to such fixed charge from any third party and subject to any prior ranking Security in respect of any such propco maintenance reserve account)
- 3 By Clause 3 2 (*Assignments*) of the Debenture, the Chargor assigned absolutely with full title guarantee to the Security Trustee as security trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to such assignment from any third party)
 - (a) the proceeds of the Insurance Policies and all Related Rights,
 - (b) all rights and claims in relation to any Controlled Account, and
 - (c) any rental income (other than rental income in relation to any Real Property situated in Scotland and Jersey) and all Related Rights
- 4 By Clause 3 3 (*Floating Charge*) of the Debenture, the Chargor charged with full title guarantee in favour of the Security Trustee as security trustee for the Secured Parties and as security for the payment and discharge of the Secured Obligations by way of first floating charge, all present and future assets and undertaking of the Chargor, such floating charge to be deferred in point of priority to all fixed Security validly and effectively created under the OpCo Finance Documents
- 5 By Clause 4 1 (*Crystallisation By Notice*) of the Debenture, the Security Trustee may (to the extent competent under applicable law) at any time by notice in writing to the Chargor convert the floating charge referred to in paragraph 4 above into a fixed as regards any property or assets specified in the notice if
 - (a) an event of default has occurred and is continuing,
 - (b) the Security Trustee reasonably considers (acting on the instructions of the Agent on behalf of the majority lenders) that
 - (i) any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, and/or
 - (ii) it desirable to do so in order to protect the priority of the security
- 6 By Clause 4 2 (*Crystallisation Automatic*) of the Debenture, the floating charge will (to the extent competent under applicable law) automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if
 - (a) the Chargor creates or attempts to create any Security (other than any Security

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	<p>permitted under clause 23 15 (<i>Negative Pledge</i>) of the OpCo Facility Agreement), over any of the Charged Property, or</p> <p>(b) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property, or</p> <p>(c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor or an administrator is appointed to the Chargor, or</p> <p>(d) any person (who is entitled to do so) gives notice of its intention to appoint an administrator to the Chargor or files such a notice with the court</p> <p style="text-align: center;">PART III</p> <p style="text-align: center;">COVENANTS AND RESTRICTIONS</p> <p>1 By Clause 6 1 (<i>Further Assurance General</i>) of the Debenture, the Chargor undertakes promptly and at its own cost to do all such acts and execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, notices and instructions (whether in favour of the Security Trustee or any of its nominees)) as the Security Trustee may at any time reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))</p> <p>(a) to confer on the Security Trustee any additional security as it may require as contemplated by clause 23 32 (<i>Further assurance</i>) of the OpCo Facility Agreement,</p> <p>(b) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Chargor of a mortgage, standard security, charge or assignment or assignation over all or any of the assets constituting, or intended to constitute, Charged Property but shall not include a perfected legal transfer of the Shares or Investments until a declared default shall have occurred) or for the exercise of the Collateral Rights,</p> <p>(c) to confer on the Security Trustee security over any property and assets of each Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Debenture and each Mortgage, and/or</p> <p>(d) to facilitate the realisation of the Charged Property</p> <p>2 By Clause 6 2 (<i>Necessary Action</i>) of the Debenture, the Chargor shall take all such action as is available to it (including making all filings and registrations and/or giving any notices, orders, directions or instructions) 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 Trustee by or pursuant to the Debenture and any Mortgage</p> <p>3 By Clause 7 1 (<i>Negative Pledge</i>) of the Debenture, the Chargor undertakes that it shall not create or permit to subsist any Security over all or any part of the Charged Property other</p>	

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

than Security permitted pursuant to the OpCo Facility Agreement

4 By Clause 7 2 (*No Disposal of Interests*) of the Debenture, the Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except as permitted pursuant to the OpCo Facility Agreement

- (a) execute any conveyance, disposition, transfer, lease or assignment or assignation of, or other right to use or occupy, all or any part of the Charged Property,
- (b) create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Property,
- (c) (a) grant or vary, or accept any surrender, renunciation or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property, which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights, or
- (d) assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal

5 By Clause 21 2 (*Avoidance of Payments*) of the Debenture if the Security Trustee reasonably considers that any amount paid or credited to any Finance Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of a Chargor under this Debenture and the security constituted by this Debenture shall continue and such amount shall not be considered to have been irrevocably paid

PART IV

DETAILS OF REAL PROPERTY

None held at the date of the Debenture

PART V

DETAILS OF ACCOUNTS

None held at the date of the Debenture

PART VI

DETAILS OF SHARES

Column A – Parent Company

Column B – Subsidiary

MG01 - continuation page
Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

Barchester Healthcare Limited

Barchester Healthcare Homes Limited

Westminster Health Care Holdings Limited



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2792285
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
DECEMBER 2012 AND CREATED BY BARCHESTER
HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY 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 DECEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2012

