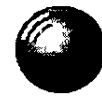


MG01

Particulars of a mortgage or charge



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LASERFORM

222509/390

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

WEDNESDAY



L8DR5T2X

LD3

06/04/2011

65

COMPANIES HOUSE

1

Company details

Company number

0 3 2 2 6 0 5 4

Company name in full

Rectory House Limited

(the "Charging Company")

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

2 5 0 3 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

Guarantee and Debenture dated 25 March 2011 made between the Charging
Company and others in favour of Lloyds TSB Bank plc as Security Agent for
the Lenders (as defined in the Continuation Pages to Section 6 of this
Form MG01) (the "Debenture")

4

Amount secured

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

Amount secured

1. All Indebtedness at the Debenture Date or in the
future due, owing or incurred by the Charging Company
(a) to the Lenders or any of them on any account
whatsoever, and (b) to the Security Agent under the
Joint Finance Documents, and

2. All Indebtedness at the Debenture Date or in the
future due, owing or incurred by each other Chargor
(except as Guarantor for the Charging Company) and
each other member of the Group (a) to the Lenders or
any of them on any account whatsoever, and (b) to the
Security Agent under the Joint Finance Documents,

in each case whether on or after the Security Agent's
written demand

Capitalised terms are defined in the Continuation
Pages to Section 6 of this Form MG01

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	Lloyds TSB Bank plc as Security Agent	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H N	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Joint Finance Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.</p> <p style="text-align: center;">Continued on Continuation Page</p>	

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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

2. The Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent

(a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry as described below,

Name of Chargor/Registered Proprietor	Description of Property	Title Number
European Care (South) Limited	Trelana Nursing Home, Poughill, Bude EX23 9EL	CL245421
European Care (Combined) Limited	Kew Gardens, 1 Kew Road, Weston-Super-Mare BS23 2NP	ST265546
European Care (Combined) Limited	St Anthony's Court Nursing Home, 26 Bristol Road Lower, Weston-Super-Mare BS23 2PP	ST265544
GRWP Gofal Cymru Care Homes North Limited	Sandy Lodge Care Home, 83 Dyserth Road, Rhyl (LL18 4DT)	CYM349733
GRWP Gofal Cymru Care Homes North Limited	Bryn Cymbr Care Home, Rhyl Road, Ruddlan, Rhyl (LL18 2YD)	CYM349734
GRWP Gofal Cymru Care Homes North Limited	Preswylfa Care Home, 20 Russell Road, Rhyl (LL18 3DD)	CYM349736
GRWP Gofal Cymru Care Homes North Limited	Canterbury House Care Home, 77 Dyserth Road, Rhyl (LL18 4DT)	CYM349737
GRWP Gofal Cymru Care Homes North Limited	Cartrefle Care Home, Betws Road, Llanrwst, Conwy (LL26 0HG)	CYM349738
GRWP Gofal Cymru Care Homes North Limited	Cartref y Borth Care Home, Betws Road, Llanrwst, Conwy (LL26 0HE)	CYM349741
GRWP Gofal Cymru Care Homes North Limited	Plas Gwynfa Care Home, Plastirion Park, Towyn, Abergele (LL22 9YT)	CYM349743

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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

Esquire Realty (Scotland) Limited	26 Bristol Road Lower, Weston-super- Mare (BS23 2PP)	AV118527
Esquire Realty (Scotland) Limited	Kew Gardens, 1 Kew Road, Weston-super- Mare (BS23 2NP)	ST145843
European Lifestyles (A) Limited	Minffordd Nursing Home (Acregreen) 82 Vale Street Denbigh Denbighshire North Wales LL16 3BW	CYM293229
New Horizon Centre Limited	New Horizon School Bath House Farm West Hatch Taunton Somerset TA3 5RH	ST232489 (L/H)
New Horizon Centre Limited	Adoquin (Cornerstone) 80 Portsmouth Road Southampton Hampshire SO19 9AN	HP702090
New Horizon Centre Limited	1 Burgess Road Southampton Hampshire SO16 7NY	HP702094
New Horizon Centre Limited	106 Lowther Road Charminster Bournemouth Dorset BH8 8NS	DT361627
New Horizon Centre Limited	101 Portsmouth Road Southampton Hampshire SO19 9BE	HP702103
New Horizon Centre Limited	103 Portsmouth Road Southampton Hampshire SO19 9BE	HP702104
European Care (Derby) Limited	St Werburgh's House Nursing Home Church Street Spondon Derbyshire Midlands DE21 7LL	DY413498

Cont.

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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

European Care (Derby) Limited	The Laurels 77 Nottingham Road Spondon Derbyshire Midlands DE21 7NG	DY413496
European Care (Derby) Limited	The Park 40 St Marks Road Derby Derbyshire Midlands DE21 6AH	DY413497
European Care (Pirton) Limited	Pirton Grange Nursing Home & Orchard Way Worcester Road Pirton Worcester Worcestershire WR8 9EF	WR111838
Esquire Realty (II) Limited	Rose Court & Rose Lodge Care Home, Sutton Road, Mansfield (NG18 5ET)	NT333807
Esquire Realty (North) Limited	Minffordd Nursing Home (Acregreen) 82 Vale Street Denbigh Denbighshire North Wales LL16 3BW	CYM49740
Esquire Realty (North) Limited	103 Portsmouth Road Southampton Hampshire SO19 9BE	HP630425
Esquire Realty (North) Limited	101 Portsmouth Road Southampton Hampshire SO19 9BE	HP623284
Esquire Realty (North) Limited	106 Lowther Road Charminster Bournemouth Dorset BH8 8NS	DT58307
Esquire Realty (North) Limited	1 Burgess Road Southampton Hampshire SO16 7NY	HP313317
Esquire Realty (North) Limited	Adoquin (Cornerstone) 80 Portsmouth Road Southampton Hampshire SO19 9AN	HP110715
Esquire Realty (North) Limited	98 Pembroke Avenue Enfield EN1 4EY	NGL217725
Esquire Realty (North) Limited	264 Willow Road Enfield EN1 3AR	MX461378

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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

Esquire Realty (North) Limited	100 Pembroke Avenue Enfield London EN1 4EY	MX500148
Esquire Realty (North) Limited	2 Staple Hall Road Bletchley MK1 1BQ	BM344668
Esquire Realty (North) Limited	145 Pembroke Avenue Enfield EN1 4EY	NGL471187
Esquire Realty (North) Limited	Bryn Tirion Rhyl Road Denbigh LL16 3DP	WA481302
Esquire Realty (North) Limited	Coed Cierios Park Street Denbigh LL16 3DE	WA640169
Esquire Realty (North) Limited	Haulfryn Park Street Denbigh LL16 3DD	WA857029
Esquire Realty (North) Limited	Bryn Tegid 6 Bryntirion Terrace Rhyl Road Denbigh LL16 3DP	CYM82316
Esquire Realty (Midlands) Limited	Pirton Grange Nursing Home & Orchard Way Worcester Road Pirton Worcester Worcestershire WR8 9EF	HW152693
Esquire Realty (Midlands) Limited	Pirton Grange Nursing Home & Orchard Way Worcester Road Pirton Worcester Worcestershire WR8 9EF	WR100889
Esquire Realty (Derby) Limited	St Werburgh's House Nursing Home Church Street Spondon Derbyshire Midlands DE21 7LL	DY184819
Esquire Realty (Derby) Limited	The Laurels 77 Nottingham Road Spondon Derbyshire Midlands DE21 7NG	DY280975
Esquire Realty (Derby) Limited	1 Cambridge Street Spondon Derby DE21 7PZ	DY120343

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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

Esquire Realty (Derby) Limited	The Park Nursing Home 40 St Marks Road Derby DE21 6AH	DY284943
Esquire Realty (Derby) Limited	Land associated with 77 Nottingham Road Spondon Derby DE21 7NG	DY299120
Esquire Realty (Derby) Limited	17 Cambridge Street Spondon Derby DE21 7PZ	DY415506
Esquire Realty (NE) Limited	Burley House 258 Burley Road Leeds South Yorkshire LS4 2LA	WYK148139
Esquire Realty (NE) Limited	Oakhurst Nursing Home 2 Oak Mount Manningham Bradford South Yorkshire BD8 7BE	WYK489489
Esquire Realty (NE) Limited	Rookwood Nursing Home 4 Victor Road Bradford South Yorkshire BD9 4QL	WYK406597
Esquire Realty (NE) Limited	The Sycamores 131-133 Harehills Lane Leeds South Yorkshire LS8 4HZ	WYK182439
Esquire Realty (NE) Limited	The Sycamores 131-133 Harehills Lane Leeds South Yorkshire LS8 4HZ	YWE62232
European Lifestyles (B) Limited	Burley House 258 Burley Road Leeds South Yorkshire LS4 2LA	WYK839062
European Lifestyles (B) Limited	Oakhurst Nursing Home 2 Oak Mount Manningham Bradford South Yorkshire BD8 7BE	WYK839064

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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

European Lifestyles (B) Limited	Rookwood Nursing Home 4 Victor Road Bradford South Yorkshire BD9 4QL	WYK839061
European Lifestyles (B) Limited	The Sycamores 131-133 Harehills Lane Leeds South Yorkshire LS8 4HZ	WYK839058 WYK839059
European Lifestyles (C) Limited	100 Pembroke Avenue Enfield London EN1 4EY	AGL168335
European Lifestyles (C) Limited	145 Pembroke Avenue Enfield EN1 4EY	AGL168324
European Lifestyles (C) Limited	264 Willow Road Enfield EN1 3AR	AGL168343
European Lifestyles (C) Limited	98 Pembroke Avenue Enfield EN1 4EY	AGL168308
Esquire Realty Healthcare Limited	112 Watling Street, Bletchley (MK1 1BW)	BM257344
Esquire Realty (Cavendish) Limited	Land lying to the North of the road leading from Charing to Canterbury Molash Canterbury	K271819
Esquire Realty (Cavendish) Limited	Northdown Residential Care Home Canterbury Road Molash Canterbury CT4 8EX	K308266
Esquire Realty (Cavendish) Limited	78 Coolinge Road Folkestone CT20 1EP	K512587
Esquire Realty (Cavendish) Limited	80 Coolinge Road Folkestone CT20 1EP	K764172
Esquire Realty (Cavendish) Limited	Land on the East side of Rectory Lane Harrietsham	K767928
Esquire Realty (Cavendish) Limited	Sandy Lodge Nursing Home 83 Dyserth Road Rhyl	WA410142

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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

Esquire Realty (Cavendish) Limited	Cartrefle Residential Home Betws Road Llanrwst LL26 0HG	WA524087
Esquire Realty (Cavendish) Limited	Bryn Cwybr Rhyl Road Rhuddlan LL18 2YD	WA603429
Esquire Realty (Cavendish) Limited	20 Russell Road Rhyl LL18 3DD	WA621510
Esquire Realty (Cavendish) Limited	77 Dyserth Road Rhyl LL18 4DT	WA679524
Esquire Realty (Cavendish) Limited	WA683380 Cartref Y Borth Nursing Home, Betws Road, Llanrwst LL26 0HE	WA683380
Esquire Realty (Cavendish) Limited	Plas Gwynfa, Plastirion Park, Towyn, Abergele WA869363	WA869363
European Lifestyles (FL) Limited	76 Coolinge Road Folkestone CT20 1EP	K970675
European Lifestyles (FL) Limited	Northdown Residential Care Home Canterbury Road Molash Canterbury CT4 8EX	K941186
European Lifestyles (FL) Limited	Marlborough House 78-80 Coolinge Road Folkestone CT20 1EP	K941187
European Lifestyles (FL) Limited	Rectory House Rectory Lane Harrietsham Maidstone ME17 1HS	K941188
European Lifestyles (FL) Limited	Church House Rectory Lane Harrietsham Maidstone ME17 1HS	K941189

(b) by way of legal mortgage, all other Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry;

Cont

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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>(c) by way of fixed charge:</p> <p>(1) all other Land which at the Debenture Date or in the future becomes, its property,</p> <p>(11) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;</p> <p>(111) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2,</p> <p>(1v) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>(v) all Specified Investments which are at the Debenture Date held or beneficially owned by it, including all proceeds of sale derived from them,</p> <p>(vi) all Specified Investments in which that the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(v11) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,</p> <p>(v111) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>(1x) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,</p> <p>(x) all its goodwill and uncalled capital for the time being,</p> <p>(x1) [intentionally left blank],</p> <p>Cont. .</p>	

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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>(xi1) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;</p> <p>(xi11) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,</p> <p>(xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) inclusive of Clause 3 2,</p> <p>(xvii) all trade debts at the Debenture Date or in the future owing to it,</p> <p>(xviii) [intentionally left blank],</p> <p>(xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</p> <p>(xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (Assignments),</p> <p>(xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;</p> <p>(xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</p> <p>Cont</p>	

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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

(xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of Clause 3 2 of the Debenture, and

(xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3. As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (Assignments) or charged by any fixed charge contained in Clause 3 2 (Fixed security), including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion), and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)

Covenants and Restrictions contained in the Debenture

1. By Clause 6 1 (Collection Account), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Schedule 4 (Collection of Receivables) The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.

Cont.

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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 By Clause 6.3 (<i>No Derogation</i>), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of business</p> <p>3 By Clause 7 (<i>Negative Pledge and other restrictions</i>) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except under the Debenture or as permitted under any Facility Agreements to which it was a party at the Debenture Date)</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so provided that before the Security constituted by the Debenture becomes enforceable the Charging Company may make withdrawals from the Collection Accounts unless prohibited under any Facility Agreement</p> <p>4 By Clause 11.2 (<i>Negative covenants</i>) the Charging Company agreed that without the prior written consent of the Security Agent it would not</p> <p>(a) carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land, provided that the restriction in Clause 11.2(a) shall not apply to items of capital expenditure itemised in a cashflow forecast delivered to the Lenders pursuant to Clause 10 of the Loss Sharing, Indemnity and Funding Agreement if no Lender has given notice to the Parent by 5 pm on the Friday of the week in which such cashflow forecast was delivered (or, if delivered after Wednesday in any week, on the Friday of the following week) that such capital expenditure is not permitted,</p> <p>(b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by the Debenture over it,</p>	
	Cont	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 367 1054 400">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"> <li data-bbox="432 524 1519 613">(c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so, except with respect to leases to other Chargors, <li data-bbox="432 645 1519 792">(d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture, <li data-bbox="432 824 1519 913">(e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any such Land, <li data-bbox="432 945 1519 1061">(f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except to another Chargor or as expressly permitted by the terms of any Facility Agreement to which it is a party, or <li data-bbox="432 1093 1519 1151">(g) share the occupation of any Land with any other person or agree to do so <p data-bbox="331 1182 1519 1299">5 By Clause 12 2 (Negative covenants) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as expressly permitted by any Facility Agreement to which it is a party)</p> <ul style="list-style-type: none"> <li data-bbox="432 1330 1519 1478">(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights, <li data-bbox="432 1509 1519 1657">(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever; <li data-bbox="432 1688 1519 1872">(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or <li data-bbox="432 1904 1519 1962">(d) amend the specification or drawings referred to in any granted patent <p data-bbox="432 1993 496 2022">Cont</p>

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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

6 By Clause 13 4 (*Negative covenants*) the Charging Company agreed with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"8 March 2011 Debenture" means the debenture dated 8 March 2011 between, among others, the Security Agent and Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 of Frances House, Sir William Place, St Peter Port, Guernsey,

"Account Bank" means such bank as the Security Agent may from time to time specify,

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,

"Beneficiary" means the Security Agent and each Lender,

"Chargor" means each company named below (The Chargors) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor and where the context admits or requires, includes any member of the Group that at the Debenture Date or in the future is party to the 8 March 2011 Debenture in the capacity as "Chargor" (under and as defined in the 8 March 2011 Debenture)

	Name of Chargor	Registered Number	Address for Service
1	European Care (South) Limited	05797091	European Care (South) Limited 28 Welbeck Street London W1G 8EW
2	European Care (Combined) Limited	04033655	European Care (Combined) Limited 28 Welbeck Street London W1G 8EW
3	GRWP Gofal Cymru Care Homes North Limited (formerly known as European Care (Cymru) Limited)	05930853	GRWP Gofal Cymru Care Homes North Limited 28 Welbeck Street London W1G 8EW

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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

4	Esquire Realty (Scotland) Limited	SC284176	Esquire Realty (Scotland) Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN
5	Esquire Realty (Trelena) Limited	44748	Frances House Sir William Place, St Peter Port, Guernsey
6	St Anthony's Care Homes Limited	02023563	St Anthony's Care Homes Limited 28 Welbeck Street London W1G 8EW
7	Esquire Realty Investments (I) Limited	673656	Mill Mall, Suite 6, Wickhams Cay, PO Box 3085, Road Town, Tortola, British Virgin Islands
8	Combined Healthcare Limited	SC200251	Combined Healthcare Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN
9	Combined Healthcare Management Limited	SC201424	Combined Healthcare Management Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN
10	Combined Healthcare (Millport) Limited	SC216994	Combined Healthcare (Millport) Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN
11	European Lifestyles (A) Limited	05394727	European Lifestyles (A) Limited 28 Welbeck Street London W1G 8EW

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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

12	New Horizon Centre Limited	03849567	New Horizon Centre Limited 28 Welbeck Street London W1G 8EW
13	European Care (Derby) Limited	05872128	European Care (Derby) Limited 28 Welbeck Street London W1G 8EW
14	European Care (Pirton) Limited	05070551	European Care (Pirton) Limited 28 Welbeck Street London W1G 8EW
15	Esquire Realty (II) Limited	42658	Frances House Sir William Place, St Peter Port, Guernsey
16	Esquire Realty (North) Limited	05604752	Esquire Realty (North) Limited 28 Welbeck Street London W1G 8EW
17	Esquire Realty (Midlands) Limited	05613071	Esquire Realty (Midlands) Limited 28 Welbeck Street London W1G 8EW
18	Esquire Realty (Derby) Limited	05872120	Esquire Realty (Derby) Limited 28 Welbeck Street London W1G 8EW
19	Esquire Realty (NE) Limited	05833821	Esquire Realty (NE) Limited 28 Welbeck Street London W1G 8EW
20	European Lifestyles (B) Limited	05940139	European Lifestyles (B) Limited 28 Welbeck Street London W1G 8EW
21	European Lifestyles (C) Limited	06060770	European Lifestyles (C) Limited 28 Welbeck Street London W1G 8EW
22	Acregreen Limited	02044524	Acregreen Limited 28 Welbeck Street London W1G 8EW

Cont .

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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

23	Redhill Care (Pembroke) Limited	03783183	Redhill Care (Pembroke) Limited 28 Welbeck Street London W1G 8EW
24	Redhill Care (Willow) Limited	03783190	Redhill Care (Willow) Limited 28 Welbeck Street London W1G 8EW
25	Cornerstone Acquisitions Limited	05500819	Cornerstone Acquisitions Limited 28 Welbeck Street London W1G 8EW
26	Cornerstone Service Support Limited	03651336	Cornerstone Service Support Limited 28 Welbeck Street London W1G 8EW
27	Pirton Grange Limited	02227206	Pirton Grange Limited 28 Welbeck Street London W1G 8EW
28	Tricare UK Limited	02354773	Tricare UK Limited 28 Welbeck Street London W1G 8EW
29	Testactive Limited	02681169	Testactive Limited 28 Welbeck Street London W1G 8EW
30	Esquire Realty Healthcare Limited	42425	Frances House Sir William Place, St Peter Port, Guernsey
31	Esquire Realty (Cavendish) Limited	05930808	Esquire Realty (Cavendish) Limited 28 Welbeck Street London W1G 8EW
32	Paceglobe Limited	05132584	Paceglobe Limited 28 Welbeck Street London W1G 8EW
33	Future Life Limited	03044974	Future Life Limited 28 Welbeck Street London W1G 8EW
34	Rectory House Limited	03226054	Rectory House Limited 28 Welbeck Street London W1G 8EW

Cont.

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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

35	Tylane Limited	03095131	Tylane Limited 28 Welbeck Street London W1G 8EW
36	European Lifestyles (FL) Limited	06536056	European Lifestyles (FL) Limited 28 Welbeck Street London W1G 8EW
37	Cynedve Limited	02477631	Cynedve Limited 28 Welbeck Street London W1G 8EW
38	European Lifestyles (NE) Limited	06330418	European Lifestyles (NE) Limited 28 Welbeck Street London W1G 8EW

"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required by the Security Agent to pay its Receivables pursuant to Clause 6.1 (Collection Account) of the Debenture,

"Control" means in relation to a company

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company,
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or
 - (iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);

"Debenture Date" means 25 March 2011,

Cont

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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

"Deed of Accession and Charge" means a Deed of Accession and Charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*) of the Debenture,

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or substitution for any Investments,

"Facility Agreements" means the facilities agreements entered into between any member of the Group and any of the Lenders from time to time,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (Assignment) of the Debenture or within a mortgage or fixed charge created by Clause 3 2 (Fixed security) of the Debenture or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) of the Debenture or otherwise,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (Creation of a Floating Charge) of the Debenture but, in relation to Assets situated in Scotland and charged by clause 3 3(b) of the Debenture only in so far as concerns the floating charge over that Asset,

"Group" means Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 and its Subsidiaries for the time being,

"Guernsey Security Documents" means the following Guernsey law security interest agreements entered or to be entered into by the relevant Chargor in favour of the Security Agent on 8 March 2011

- (a) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of shares in Esquire Realty Holdings Limited,
- (b) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of shares in Esquire Realty Group Limited,
- (c) security interest agreements between Esquire Realty Group Limited and the Security Agent in respect of shares in Esquire Realty Healthcare Limited, Esquire Realty (Trelana) Limited, Esquire Realty (III) Limited and Esquire Realty (II) Limited,

Cont .

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="316 376 1037 405">Please give the short particulars of the property mortgaged or charged</p> <ul style="list-style-type: none"> <li data-bbox="411 465 1508 555">(d) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, <li data-bbox="411 589 1508 678">(e) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, <li data-bbox="411 712 1508 801">(f) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, <li data-bbox="411 835 1508 891">(g) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of receivables; and <li data-bbox="411 925 1508 981">(h) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of receivables, <p data-bbox="316 1010 1508 1249">"Indebtedness" means all present and future obligations and liabilities for the payment or repayment of money in any currency (whether actual or contingent and whether owed jointly or severally, whether incurred as Principal or surety or in any other capacity whatsoever) including principal interest, commission fees and other charges, together with all costs, charges and expenses reasonably incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Joint Finance Document,</p> <p data-bbox="316 1283 1508 1406">"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time;</p> <p data-bbox="316 1440 1508 1653">"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p data-bbox="316 1686 1508 1832">"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 2 (Fixed security) (c) (xii) to (xvii) inclusive of the Debenture,</p>

Cont

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 376 1050 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 528 1513 770">"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;</p> <p data-bbox="327 801 1513 920">"Joint Finance Document" means the 8 March 2011 Debenture, the Trust Deed, the Loss Sharing, Indemnity and Funding Agreement, the Guernsey Security Documents and any other document designated as such by the Security Agent and any Chargor (including the Debenture),</p> <p data-bbox="327 952 1513 1070">"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p data-bbox="327 1102 1513 1189">"Lenders" means Abbey National Treasury Services Plc, AIB Group (UK) plc, Lloyds TSB Bank Plc, Bank of Ireland (UK) PLC and The Governor and Company of the Bank of Ireland,</p> <p data-bbox="327 1220 1513 1308">"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise,</p> <p data-bbox="327 1339 1513 1426">"Loss Sharing, Indemnity and Funding Agreement" means the loss sharing, indemnity and funding agreement dated 8 March 2011 between, amongst others, the Lenders and Esquire Consolidated Group Limited;</p> <p data-bbox="327 1458 1513 1545">"New Chargor" means a member of the Group which becomes a Guarantor and Chargor under the Debenture in accordance with Clause 28 (<i>Accession of a New Chargor</i>) of the Debenture,</p> <p data-bbox="327 1576 1513 1727">"Nominee" means any custodian and/or nominee for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub-custodian acting for the Security Agent or any such custodian and/or nominee,</p> <p data-bbox="327 1758 1513 1821">"Parent" means Esquire Consolidated (Investment) Holdings Limited, a company incorporated in the British Virgin Islands,</p> <p data-bbox="327 1852 1513 1915">"Principal" means a Chargor or any member of the Group from which Indebtedness is due or owing to a Beneficiary, except as a Guarantor,</p> <p data-bbox="432 2000 576 2022">Cont. . .</p>

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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>"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (<i>Fixed security</i>) of the Debenture,</p> <p>"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,</p> <p>"Secured Sums" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargors to the Security Agent under Clause 2.1 (Covenant to pay) of the Debenture,</p> <p>"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,</p> <p>"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Lenders and includes any successor appointed by the Lenders pursuant to the Trust Deed,</p> <p>"Specified Investments" means, in relation to the Charging Company, all Investments which at any time</p> <ul style="list-style-type: none"> (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority", (b) are held in the name of the Security Agent or its Nominee or to its order, or (c) the Charging Company has deposited certificates with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its Nominee; <p>"Subsidiary" means an entity of which a person</p> <ul style="list-style-type: none"> (a) has direct or indirect Control, or (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership, or (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions, <p>Cont</p>

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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

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares;

"Trust Deed" means security trust deed dated 8 March 2011 between, among others, the Lenders, the Security Agent and Esquire Consolidated Group Limited

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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

None

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 *Hogan Lewis International LLP.* 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 F3/PCA/PT/0143L 04488

Company name Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region London

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3226054
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 25 MARCH 2011 AND CREATED BY RECTORY HOUSE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE LENDERS OR ANY OF
THEM ON ANY ACCOUNT WHATSOEVER AND TO LLOYDS TSB
BANK PLC AS SECURITY AGENT UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE AND ALL MONIES DUE OR TO BECOME DUE
FROM EACH OTHER CHARGOR AND EACH OTHER MEMBER
OF THE GROUP TO THE LENDERS OR ANY OF THEM ON ANY
ACCOUNT WHATSOEVER AND TO LLOYDS TSB BANK PLC AS
SECURITY AGENT 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 6 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES