

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

COMPANIES FORM No. 395

633025/13

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

# 395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

03328213

Name of company

Glenpath Holdings Limited (the **Chargor**)

Date of creation of the charge

29 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

A supplemental deed dated 29 July 2008 between the **Chargor** and the **Security Trustee** (the **Supplemental Deed**) The Supplemental Deed is supplemental to a debenture dated 22 September 2006 between, among others, the **Borrower** and the **Security Trustee** (as supplemented and amended from time to time, the **Debenture**)

Amount secured by the mortgage or charge

All the liabilities of the **Chargor** to the **Finance Parties** under or pursuant to the Finance Documents except for any liabilities which, if secured by the **Debenture**, would result in a contravention by a **Chargor** of section 151 of the Companies Act 1985

Note Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc  
280 Bishopsgate, London, (the **Security Trustee**)

Postcode EC2M 4RB

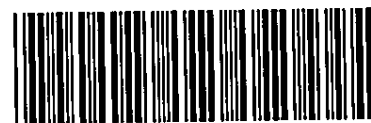
Presenter's name address and  
reference (if any)

Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
ACR/CGA/70001 00065

Time critical reference

For official Use (02/00)  
Mortgage Section

FRIDAY



\*LJCD3231\*

LD5

08/08/2008

43

COMPANIES HOUSE

Please return  
via  
CH London Counter

Short particulars of all the property mortgaged or charged

See the M395 Continuation Sheet attached

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write in  
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*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

Signed Denton Wilde Sapte LLP

Date 07/08/08

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

Notes

† delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

Short particulars of all the property mortgaged or charged (continued)

**1 Creation of Security**

Under Clause 3 (*Charge and assignment*) of the Supplemental Deed, the Chargor, with full title guarantee, in favour of the Security Trustee (as trustee for the Finance Parties), hereby respectively charges by way of legal mortgage on the terms set out in clause 3 1(a) (*Creation of Security*) of the Debenture the Property upon the terms contained in the Debenture as a continuing security for the payment and discharge of the Secured Liabilities

**1.1 Land**

The Chargor charged

- (a) by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) of the Debenture and Schedule 1 (*Property*) of the Supplemental Deed as reproduced at Schedule 1 of this Form 395, and
- (b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

**1.2 Shares**

The Chargor mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge

- (a) all Shares, and
- (b) all related Distribution Rights

**1.3 Equipment**

The Chargor charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1 (*Land*) of the Debenture as reproduced in Clause 1 1 of this Form 395

**1.4 Book Debts**

The Chargor charged by way of fixed charge

- (a) all Book Debts, and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts

**1.5 Non Trading Debts**

The Chargor charged by way of fixed charge

- (a) all Non Trading Debts, and
- (b) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts

**1.6 Accounts held with Finance Parties**

1 6 1 The Chargor charged by way of fixed charge all amounts standing to the credit of

- (a) each Account held with the Security Trustee, and

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

(b) any other account in its name held with the Security Trustee or to which it is beneficially entitled

1 6 2 Regardless of the terms on which moneys are credited to any account in the name of a Chargor held with any Finance Party, no amount standing to the credit of that account will be or accrue due or payable to that Chargor until

(a) the Secured Liabilities have been paid and discharged in full, and

(b) no Finance Party is under any obligation to make banking or other facilities available to any Chargor,

and until that time the relevant Chargor shall not request, demand or claim to be entitled to withdraw any amount from the account except

(c) in respect of a Current Account, until there has been a Default which is continuing, and

(d) in respect of any other Account, as the Security Trustee may in its absolute discretion from time to time permit,

in each case, without prejudice to the Finance Parties' rights under the Debenture

## 1.7 Intellectual Property Rights

The Chargor charged by way of fixed charge all its Intellectual Property Rights

## 1.8 Goodwill

The Chargor charged by way of fixed charge its goodwill

## 1.9 Uncalled capital

The Chargor charged by way of fixed charge its uncalled capital

## 1.10 Authorisations

The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset

## 1.11 Assigned Agreements

1 11 1 The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party

1 11 2 Until an Event of Default occurs, but subject to Clause 7 6 (*Assigned Agreements and Insurances*) of the Debenture, the relevant Chargor may continue to deal with the counterparties to the relevant Assigned Agreements

## 1.12 Accounts held with third parties

The Chargor assigned absolutely or (if and to the extent that the assignment is not effective) charges by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Security Trustee, in its name or to which it is beneficially entitled

## 1.13 Insurances

1 13 1 The Chargor assigned absolutely all its rights and interests in the Insurances

1 13 2 Until an Event of Default occurs, but subject to Clause 7 6 (*Assigned Agreements and Insurances*) of the

Company number

03328213

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

Debenture, the Chargors may continue to deal with the counterparties to the Insurances

**1.14 Contractual rights**

The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by Clause 3 11 (*Assigned Agreements*) of the Debenture as reproduced in paragraph 1 11 of this Form 395

**1.15 Other assets**

1 15 1 The Chargor charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 1 (*Creation of Security*)

1 15 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by this Debenture

**1.16 Trust**

1 16 1 Subject to Clause 3 16 2 of the Debenture, as reproduced in Clause 1 16 2 of this Form 395, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the relevant Chargor holds it on trust for the Security Trustee

1 16 2 If the reason referred to in Clause 1 16 1 is that

- (a) a consent or waiver must be obtained, or
- (b) a condition must be satisfied,

then

- (i) subject to Clause 1 16 3 the Chargor shall apply for the consent or waiver, and
- (ii) the Chargor shall use all reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition

1 16 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall

- (a) use all reasonable endeavours to obtain it as soon as possible, and
- (b) keep the Security Trustee informed of the progress of the negotiations to obtain it

1 16 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 1 and the trust referred to in Clause 1 16 1 shall terminate

**2 Negative pledge**

Note that the Chargor may not create or permit to subsist any Security over any Security Asset except for Permitted Security

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

**Account** means a Current Account, a Holding Account or a Proceeds Account

**Act** means the Law of Property Act 1925

**Acquisition Documents** has the meaning given to that term in the Facility Agreement

**Additional Guarantor** means a company which becomes a Guarantor in accordance with Clause 27 (*Changes to the Charging Group Companies*) of the Facility Agreement

**Affiliate** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

**Agent** means the Royal Bank of Scotland plc in its capacity as Agent

**Arranger** means Royal Bank of Scotland plc in its capacity as Arranger

**Assigned Agreements** means the Acquisition Documents, the Hedging Agreements, the Intra-Group Loan Agreements and the Key-man Policy

**Authorisation** means an authorisation, consent (including an Environmental Consent), approval, resolution, licence, exemption, filing, notarisation or registration

**Bank Guarantee** means any guarantee, bond, indemnity, letter of credit, documentary or other credit, or any other instrument of suretyship or payment, issued, undertaken or made, or proposed to be issued, undertaken or made, by the Issuing Bank under the Development Facility

**Book Debts** means, in relation to a Chargor, all its book debts arising in the ordinary course of trading

**Borrower** means Swanton Care & Community Limited, a company incorporated under the laws of England and Wales with registered number 05789785

**Business Plan** means the business plan for the Group describing the nature and extent of, and prospects for, the Group's businesses and operations, dated on or about 15 June 2006 and prepared by the Management

**Charging Group Companies** means the Company and each Guarantor which has entered into a Security Document and Charging Group Company shall be construed accordingly

**Company** means Swanton Care & Community Limited, a company incorporated under the laws of England and Wales with registered number 05789785

**Commitment** means a Term Facility Commitment or a Development Facility Commitment

**Current Account** means each account of the Chargors set out in Schedule 6 (*Current Accounts*) of the Debenture and as reproduced at Schedule 3 of this Form 395

**Dangerous Materials** means any element or substance (in any form) which is subject to regulatory control as being hazardous or dangerous or which is capable of causing harm or damage to the Environment

**Default Rate** means the rate of interest specified in, and calculated in accordance with, clause 9.5 (*Default interest*) of the Facility Agreement

**Development** means in relation to any Property or part thereof, certain works carried out or to be carried out in accordance with the budget for that Property

**Development Facility** means the term loan facility described in Clause 2.1.1(b) (*The Facilities*) of the Facility

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

Agreement

**Development Facility Commitment means**

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Development Facility Commitment" in Schedule 1 (*the Original Lenders*) of the Facility Agreement and the amount of any other Development Facility Commitment transferred to it under the Facility Agreement, and
- (b) in relation to any other Lender, the amount of any Development Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

**Development Loan** means a Loan under Tranche B or Tranche C of the Development Facility to finance a particular Development together with all costs fees and expenses directly associated with the Development

**Distribution Rights** means all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them

**Environment** means ecological systems, living organisms (including human beings) and all or any of the following media (whether alone or in combination) air (including air within buildings or other structures and whether above or below ground), land (including buildings and any other structures or erections in, on or under it or any soil and anything below the surface of the land), land covered with water, and water (including water under or within land or in pipe or sewerage systems and sea, ground and surface water)

**Environmental Consent** means any consent, agreement, permit, licence, authorisation or approval required by any Environmental Law

**Environmental Law** means all applicable laws and regulations in force at any time relating to Environmental Matters or the Environment

**Environmental Matters** means all or any of

- (c) waste (including packaging waste),
- (d) contaminated land,
- (e) discharges to land, ground, surface and coastal waters and sewers,
- (f) the abstraction of water,
- (g) the extraction of natural resource,
- (h) emissions to air,
- (i) noise, vibration and light,
- (j) Dangerous Materials,
- (k) common law nuisance, trespass and negligence,
- (l) statutory nuisance,

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

(m) radiation, radioactive substances and materials, and

(n) the conservation or protection of species, habitats, biodiversity, flora and fauna

**Equipment** means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties

**Event of Default** means any event or circumstance specified as such in Clause 25 (*Events of Default*) of the Facility Agreement

**Facility** means the Term Facility, the Development Facility and **Facilities** shall mean all of them

**Facility Agreement** means the facility agreement dated on or about the date of the Debenture between, among others, the Borrower, the Security Trustee and the other Finance Parties (as defined in that agreement)

**Fee Letter** has the meaning given to that term in the Facility Agreement

**Finance Document** means the Facility Agreement, the Subordination Deed any Fee Letter, any Hedging Agreement, the Hedging Strategy Letter, any Transfer Certificate, any Overdraft Document, and any Security Document and any other document designated as such by the Agent and the Company

**Finance Lease** means any lease hire agreement, credit sale agreement, hire purchase agreement, conditional sale agreement or instalment sale and purchase agreement which should be treated in accordance with SSAP21 (or any successor to SSAP21) as a finance lease or in the same way as a finance lease

**Finance Party** means the Agent, the Arranger, the Security Trustee, the Issuing Bank, the Overdraft Bank or a Lender

**Group** means the Company and its Subsidiaries for the time being and **Group Company** means any one of them

**Guarantor** means an Original Guarantor or an Additional Guarantor and **Guarantors** shall mean all of them

**Hedging Agreements** means each agreement entered into or to be entered into between a Borrower and a Lender or an Affiliate of a Lender for the purpose of hedging that Borrower's interest rate liabilities in relation to all or any part of the Facilities

**Hedging Strategy Letter** has the meaning given to that term in the Facility Agreement

**Holding Account** means an account

(a) held by the Borrower with the Agent or Security Trustee,

(b) identified in a letter between the Borrower and the Agent as a Holding Account, and

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

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

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

**Insurance** means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or



Name of company

\* insert full name  
of company

Glenpath Holdings Limited

in which it has an interest

**Intellectual Property Rights means**

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

arising or subsisting in any jurisdiction and whether registered or not

**Intra-Group Loan** means a loan made under an Intra-Group Loan Agreement

**Intra-Group Loan Agreement** means an agreement under which a Group Company has or will make available a facility to another Group Company (and includes the Company Intra-Group Loan Agreement)

**Issuing Bank** means the Royal Bank of Scotland plc

**Key-man Policy** has the meaning given to that term in the Facility Agreement

**Land** has the same meaning as it has in section 205(1) of the Act

**Lender** means

- (i) any Original Lender, and
- (ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 26 (*Changes to the Lenders and the Overdraft Bank*) of the Facility Agreement.

which in each case has not ceased to be a Party in accordance with the terms of Facility Agreement but shall not include the Overdraft Bank

**Loan** means the principal amount of a Term Loan, a Development Loan or a Site Loan

**Majority Lenders** means

- (a) if there are no Utilisations then outstanding, a Lender or Lenders whose Commitments aggregate more than  $66\frac{2}{3}$  per cent of the Total Commitments (or, if the Total Commitments have been reduced to zero, aggregated more than  $66\frac{2}{3}$  per cent of the Total Commitments immediately before the reduction), or
- (b) at any other time, a Lender or Lenders whose participations in the Utilisations then outstanding aggregate more than  $66\frac{2}{3}$  per cent of all the Utilisations then outstanding

**Management** means Mike Parsons and Paul Hill

**Non Trading Debts** means all debts and moneys due or payable to a Chargor except for Book Debts and those referred to in Clause 1 6 (*Accounts held with Finance Parties*) and Clause 1 12 (*Accounts held with third parties*) of this Form 395

**Overdraft Bank** means Royal Bank of Scotland plc

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

**Overdraft Document** has the meaning given to that term in the Facility Agreement

**Party** means a party to the Facility Agreement

**Permitted Security** means

- (o) any lien arising by operation of law and in the ordinary course of trading,
- (p) any Security entered into pursuant to any Finance Document,
- (q) any lien in respect of a Finance Lease where the aggregate value of such liens granted by the Chargors is less than £25,000,
- (r) any set off or netting agreement (including any guarantee given in connection with that arrangement) entered into with the Agent and the Group in the ordinary course of banking business,
- (s) any other Security notified to the Agent to which the Agent (acting on instructions of the Majority Lenders) has given its prior written consent in writing

**Property** means the Land referred to in Schedule 1 (*Land*) of this Form 395

**Receiver** means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Security Trustee is permitted by law to appoint an administrative receiver, includes an administrative receiver

**Regulations** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and **Regulation** means any of them

**Secured Liabilities** means the liabilities of the Chargors to the Finance Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by a Chargor of section 151 of the Companies Act 1985

**Security** means a mortgage, charge, pledge, lien, assignment by way of security, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

**Security Accession Deed** means a deed executed by a Group Company substantially in the form set out in Schedule 8 (*Form of Security Accession Deed*) of the Debenture, with those amendments which the Security Trustee may approve or reasonably require

**Security Assets** means, in relation to a Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture

**Security Documents** has the meaning given to that term in the Facility Agreement

**Security Trustee** means The Royal Bank of Scotland plc, in its capacity as Security Trustee

**Shares** means all shares held by a Chargor in its Subsidiaries

**Site Loan** means a Loan under Tranche B or Tranche C of the Development Facility to finance the acquisition of a Target Site and the payment of all costs, fees and expenses properly incurred in relation to such acquisition

**Subordination Deed** has the meaning given to that term in the Facility Agreement

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

**Subsidiary** means a subsidiary within the meaning of Section 736 of the Companies Act 1985 and for the purposes of financial statements undertaking within the meaning of section 258 of the Companies Act 1985

**Target Site** means any property set out in the Business Plan acquired with vacant possession by a Charging Group Company for the purposes of developing into a home for people with learning disabilities using a Development Loan

**Term Facility** means the term loan facility described in Clause 2 1 1(a) (*The Facilities*) of the Facility Agreement

**Term Facility Commitment** means

- (t) in relation to an Original Lender, the amount set opposite its name under the heading "Term Facility Commitment" in Schedule 1 (*the Original Lenders*) of the facility Agreement and the amount of any other Term Facility Commitment transferred to it under the Facility Agreement, and
- (u) in relation to any other Lender, the principal amount of any Term Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement

**Term Loan** means a Loan made or to be made to the Company under the Term Facility or the principal amount outstanding for the time being of such Loan

**Total Commitments** means the aggregate of the Total Term Facility Commitment and the Total Development Facility Commitments being £34,367,000 on the date of the Facility Agreement

**Total Development Facility Commitments** means, at any time, the aggregate of the Development Facility Commitments being £18,367,000 on the date of the Facility Agreement

**Total Term Facility Commitments** means, at any time, the aggregate of the Term Facility Commitments being £16,000,000 on the date of the Facility Agreement

**Tranche B** has the meaning given to that term in the Facility Agreement

**Tranche C** has the meaning given to that term in the Facility Agreement

**Transfer Certificate** has the meaning given to that term in the Facility Agreement

**Utilisation** means a Loan or a Bank Guarantee

### 3 Construction

3 1 1 The principles of construction set out in clause 1 2 (*Construction*) of the Facility Agreement shall apply to this Form 395, insofar as they are relevant to it, as they apply to the Facility Agreement

3 1 2 Unless a contrary intention appears, any reference in this Form 395 to

- (a) the **Debenture** is a reference to the Debenture as amended, varied, novated, supplemented and replaced from time to time,
- (b) a **Chargor**, the **Security Trustee** or any other **Finance Party** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of a Chargor, so far as any such is permitted), and
- (c) the **Security Trustee** or any other **Finance Party** or a **Receiver** (except for the references in Clause 17

Company number

03328213

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

(*Power of attorney*) of the Debenture), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates

3 1 3 The liabilities of the Chargors under the Debenture are joint and several

Company number

03328213

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

**Schedule 1 Land charged by way of legal mortgage****Part 1 – Registered Land**

Name of Chargor	Description and address	Title number
Andrew Frederick Care Homes Limited	Hollybrook House Care Home, 85 Silver Road, Norfolk NR3 4TF	<u>Freehold</u> NK12091 NK262160 NK21413
	Swanton House Care Home, Dereham Road, Swanton Novers, Melton Constable, Norfolk NR24 2QT	NK267926
	Heath Farm House Care Centre, Norwich Road, Little Plumstead, Norwich NR13 5JG	NK301600
	73 Stonehouse Road, Sprowston, Norwich NR7 8AS	NK32018
	3 Chequers Close, Briston, Melton Constable, Norfolk NR24 2PW	NK180316
	16 Bellview Close, Briston, Melton Constable, Norfolk NR24 2SJ	NK294622

## Name of company

\* insert full name  
of company

Glenpath Holdings Limited

	16 Bellview Close, Briston, Melton Constable, Norfolk NR24 2SJ..	NK294622
	Hopton Care Home, Lowestoft Road, Hopton-on-Sea, Great Yarmouth	NK306878 NK46704
	Land at Hilton Park Care Home, Bottisham, Cambridge CB5 9BD	TBC (Transfer to AFCHL pending)
	Land at Hickathrift Care Home, 217 Smeeth Road, Wisbech PE14 9JB	TBC (Transfer to AFCHL pending)
	Alwyn, Newington Court Care Home, Keycol Hill, Newington, Sittingbourne, Kent ME9 7LG	TBC (Transfer to AFCHL pending)
	Sutton Manor (Castle Rise), Hull HU7 4YG	TBC (Transfer to AFCHL pending)
	Butlers Cottage, Dereham Road, Swanton Novers NR24 2QT	NK332838
	Olympus Bungalow (aka The Dingle), Southfield Road, Much Wenlock TF13 6AT	SL786656
Glenpath Holdings Limited	<u>Tynedale, Ashbrook Range,</u> Sunderland	<u>TY43138</u>

T Prop

## Part 2 – Unregistered Land

None

Company number

03328213

Name of company

\* insert full name  
of company

Glenpath Holdings Limited

**Schedule 2 – Shares**

NONE

**Schedule 3 – Current Accounts**

Name of Chargor	Account bank	Sort code	Account number
Swanton Care & Community Limited	The Royal Bank of Scotland plc	16-00-32	10095674
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078702
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078710
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078729
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078737
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078745
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078753
Andrew Fredericks Care Homes Limited	The Royal Bank of Scotland plc	16-00-32	10078761

**Schedule 4 – Assigned Agreements**

NONE

**Schedule 5 – Insurances**

NONE



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 3328213  
CHARGE NO. 11

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED DATED 29  
JULY 2008 AND CREATED BY GLENPATH HOLDINGS LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE FINANCE PARTIES UNDER THE TERMS OF  
THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8  
AUGUST 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 AUGUST 2008

*L Cangel*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES