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MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 3 7 8 6 1 6 1

Company name in full Active Care Partnerships (Lombardy) Limited

(the "Charging Company")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 0 d 6 m 0 m 5 y 2 y 0 y 1 y 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

Supplemental Legal Mortgage dated 6 May 2011 made between the Charging
Company in favour of Barclays Bank PLC (in its capacity as Security
Agent for the Beneficiaries (as defined in the Continuation Pages to
Section 6 of this form MG01)) (the "Legal Mortgage")

4 Amount secured

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

Amount secured

The Secured Sums (as defined in the Continuation
Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in
the Continuation Pages to Section 6 of this Form
MG01) includes reference to such Finance Document
as varied in any manner from time to time, even
if changes are made to the composition of the
parties to such document or to the nature or
amount of any facilities made available under
such document

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	Barclays Bank PLC (in its capacity as Security	
Address	Agent for the Beneficiaries)	
	5 The North Colonnade, Canary Wharf, London	
Postcode	E 1 4 4 B B	
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 Legal Mortgage unless otherwise specified. References in this Form MG01 to the Legal Mortgage or to any other document (including any Finance Document) include reference to the Legal Mortgage, or to such other document, as varied in any manner from time to time.</p> <p>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 Legal Mortgage and which must be read as part of those charges</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent by way of legal mortgage all of the Mortgaged Property together with all buildings, fixtures and fixed plant and machinery at any time thereon</p> <p>PLEASE SEE ATTACHED CONTINUATION PAGES</p>	

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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 Not applicable

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 *Hygon Lovers 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 F3SF/F1JO/030BA 69651

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 1

Covenants and restrictions

The Charging Company agreed that all of the covenants, provisions and powers in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by the Legal Mortgage and for defining and enforcing the rights of the Parties under the Legal Mortgage as if such covenants, provisions and powers had been set out in full in the Legal Mortgage, with the appropriate changes being made. For further details see the Form 395 filed against the Charging Company in respect of the Debenture.

Definitions

"Agent" has the meaning given to that term in the Facilities Agreement

"Beneficiary" means each Senior Finance Party (as defined in the Debenture) from time to time and any Receiver or Delegate (each as defined in the Facilities Agreement)

"Debenture" means the debenture dated 29 February 2008 between Southern Cross Healthcare Group PLC and the companies listed therein (including the Charging Company) (as Chargors) and Barclays Bank PLC (as Security Agent)

"Facilities Agreement" means the facilities agreement dated 6 June 2007 as amended and restated on or about the date of the Debenture (and as further amended on 27 June 2008, 24 July 2008 and 15 August 2008 and as further amended and restated on 30 October 2008 and as further amended and restated on 16 December 2008, as further amended and restated on 8 May 2009, as amended on 6 November 2009, as further amended and restated on 18 May 2010, as further amended and restated on 6 December 2010 and as further amended and restated on 14 April 2011) between Southern Cross Healthcare Group PLC (as the Parent), the companies listed therein as Original Borrowers, the companies listed therein as Original Guarantors, Barclays Capital (as Arranger and Bookrunner) and Barclays Bank PLC (as Original Lender, Agent, Security Agent and Issuing Bank) (each term as defined therein unless otherwise defined in this Form MG01)

"Finance Document" means the Facilities Agreement, any Accession Letter, any Hedging Agreements, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Selection Notice, the Syndication Letter, any Transaction Security Document, any Utilisation Request and any other document designated as such by the Agent and the Parent (each term as defined therein unless otherwise defined in this Form MG01)

"Group" means the Parent and each of its Subsidiaries for the time being (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01)

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation page 2

"Mortgaged Property" means the property described below

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Active Care Partnerships (Lombardy) Limited	Lombardy Park Residential Home, Monmouth Close, Ipswich IP1 1UQ	SK264845

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means Barclays Bank PLC, acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3786161
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL
MORTGAGE DATED 6 MAY 2011 AND CREATED BY ACTIVE
CARE PARTNERSHIPS (LOMBARDY) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO ALL OR ANY OF THE BENEFICIARIES 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 20 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 MAY 2011

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES