

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

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

COMPANIES HOUSE  
For official use

Company number

03788573

Name of company

\*Mimosa Healthcare Ltd (the "Company")

Date of creation of the charge

22 May 2007

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

A legal charge (the "Legal Charge")

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and including discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, together with Interest upon them and Expenses relating to them (the "Secured Liabilities")

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

The Governor and Company of the Bank of Scotland (the "Bank")  
The Mound  
Edinburgh

Postcode EH1 1YZ

Presentor's name address and reference (if any)

Halliwells LLP  
1 Threadneedle Street,  
London  
EC2R 8AY

Time critical reference  
KM/CF/B07050.907

For official Use  
Mortgage Section

Post room

FRIDAY



LD4

25/05/2007  
COMPANIES HOUSE

314

Short particulars of all the property mortgaged or charged

See Schedule 1

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Signed HAMMILLS LLP

Date 24/05/07

On behalf of XXXXXX [mortgagee/chargee] XXXXXX† Royal Bank of Scotland

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge  
(See Note 5)

† delete as  
appropriate

**Notes**

- 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 situated 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF14 3UZ

## **SCHEDULE ONE**

- 1 The Company with full title guarantee charges as security for the Secured Liabilities:-
  - 1.1 by way of legal mortgage the Property together with all present and future buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property;
  - 1.2 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property;
  - 1.3 by way of fixed charge all plant, machinery and other items attached to and forming part of the Property on or at any time after the date of the Legal Charge;
  - 1.4 by way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities;
  - 1.5 by way of fixed charge all rights and interests in and claims made under any insurance policy relating to any of the property charged under the Legal Charge; and
  - 1.6 by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Legal Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property
- 2 The Company will, at his own cost and whenever required by the Bank, do anything and sign and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Bank may require, in order to enhance or perfect the Bank's security under the Charge, or to preserve the Property or to enable the Bank either to enforce the Charge or to exercise any of the powers and rights given by the Conditions or by the law to the Bank or the Receiver.
- 3 The Company agrees with the Bank not to create or attempt to create or allow to be created or to exist any charge (whether fixed or floating) or lien of any kind over the Property (except in favour of the Bank) without the prior written consent of the Bank

### **In this document the following terms shall have the following meanings:**

**"Charge"** means any mortgage or charge created at any time over any interest in the Property to secure the repayment of the Secured Liabilities to the Bank.

**"Conditions"** means the Bank of Scotland Charge Conditions (2006 Edition) (a copy of which is attached to this document)

**"Expenses"** means the total of the following.

- (i) any commission and other charges which the Bank may from time to time charge to the Company in the ordinary course of the Bank's business in respect of the Secured Liabilities or any service provided by the Bank to the Company;
- (ii) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Conditions and which

- are either repayable by the Company under the Conditions or are incurred in the exercise by the Bank or the Receiver of their powers under these Conditions,
- (iii) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the mortgage or to obtain possession of or sell or deal (in any other way allowed by these Conditions) with the Property; together with Value Added Tax upon such sums where appropriate.

**"Interest"** means any sum of money payable to the Bank by way of interest upon the Secured Liabilities.

**"Owner"** means any and every person (whether the Company or otherwise) who has granted a Charge to the Bank as security for the Security Liabilities and also:

- (i) the Owner's successors and personal representatives; and
- (ii) any person to whom the Owner's interest in all or part of the Property has been transferred or otherwise disposed of without such interest first being released from the effect of the Charge. (NOT IN DEED)

**"Property"** means the freehold property known as Pondsmead Nursing Home, Bath Road Road, Mendip, Somerset, (BA3 3HT) registered at HM Land Registry under Title Number ST76365.

**"Receiver"** means an administrative receiver, receiver and manager of other receiver appointed by the Bank pursuant to the Charge in respect of the Owner or of all or any part of the Property.

**"Rental Sums"** means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Owner pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses.

**"Secured Liabilities"** means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Company, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner) including any money or liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Bank and including discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, together with Interest upon them and Expenses relating to them.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03788573

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT  
A LEGAL CHARGE DATED THE 22nd MAY 2007 AND CREATED BY MIMOSA  
HEALTHCARE LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF  
THE COMPANIES ACT 1985 ON THE 25th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st MAY 2007



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —