

MG01

Particulars of a mortgage or charge

185468/52



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

SATURDAY



A03

A010QNVK

02/10/2010

244

COMPANIES HOUSE

1

Company details

Company number 0 4 0 1 4 6 0 2

Company name in full GUARDIAN HOMECARE UK LIMITED
(the "New Charging Company")

For official use 3

→ **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 2 4 10 09 2 0 1 0

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 SECURITY ACCESSION DEED dated 24 September 2010 between, among others, the New
Charging Company, the Parent and the Security Agent (the "Accession Deed")

4

Amount secured

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

Amount secured All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 24 September 2010 or in the future, in any
manner whether actual or contingent, whether incurred solely or
jointly with any other person and whether as principal or surety,
together with all interest accruing thereon (the "Indebtedness").

Continued on continuation sheet.

Continuation page

Please use a continuation page if
you need to enter more details

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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

Address 10 Gresham Street, London as security trustee for itself and the other Secured Parties (the "Security Agent")

Postcode E C 2 V 7 A E

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

1 ACCESSION

The New Charging Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 24 September 2010 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2 CHARGING CLAUSE**2 1 Fixed Charges**

The New Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, as at 24 September 2010 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(i) all freehold and leasehold property (including the property specified in schedule 1 to the Accession Deed, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

(b) by way of first fixed charge

(i) all other interests (not charged under clause 2 3(a) of the Accession Deed, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

Continued on continuation sheet

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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

N/A

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 866).

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 870). 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

Adhurst LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 TZR/KVASS/LLO03 00038/17980300

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form MG01</p> <p>"Acquisition Documents" means the Acquisition Agreement, the Disclosure Letter (as both such terms are defined in the Senior Facilities Agreement) and any other document designated as an "Acquisition Document" by the Facility Agent and the Parent,</p> <p>"Assigned Agreements" means the Acquisition Documents, the Insurances, the Key-person Policies and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Cash Collateral Accounts" means the Holding Accounts and the Mandatory Prepayment Accounts,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Accession Deed,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,</p> <p>"Collection Accounts" means the accounts of the Charging Companies set out in schedule 5 to the Debenture and/or such other accounts as the relevant Charging Company and the Security Agent shall agree (including as specified in any relevant Security Accession Deed) or (following the occurrence of an Event of Default) as the Security Agent shall specify,</p> <p>"Debenture" means the debenture dated 11 September 2009 and made between, inter alia, the Parent, the Charging Companies named therein and the Security Agent,</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means any event or circumstance specified as such in clause 24 (Events of Default) of the Senior Facilities Agreement,</p> <p>"Facility Agent" means Lloyds TSB Bank plc,</p> <p>"Finance Document" means Finance Document as such term is defined in the Senior Facilities Agreement,</p> <p>"Finance Parties" means Finance Parties as such term is defined in the Senior Facilities Agreement,</p> <p>"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Accession Deed, as set out in clause 2 2 below;</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Group" means the Parent and each of its Subsidiaries for the time being,</p> <p>"Group Company" means a member of the Group,</p> <p>"Hedging Agreement" means the Hedging Agreements as defined in the Senior Facilities Agreement,</p> <p>"Holding Accounts" means an account</p> <p>(a) held with the Facility Agent or Security Agent,</p> <p>(b) designated by the Parent and the Facility Agent as a Holding Account, and</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,</p> <p>(as the same may be redesignated, substituted or replaced from time to time);</p> <p>"Insurances" means all policies of insurance and all proceeds of them either at 24 September 2010 or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>"Intellectual Property" means the Intellectual Property as defined in the Senior Facilities Agreement,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),</p> <p>"Key-person Policies" means Key-person Policies as such term is defined in the Senior Facilities Agreement;</p> <p>"Mandatory Prepayment Accounts" means an interest-bearing account</p> <p>(a) held with the Facility Agent or Security Agent;</p> <p>(b) designated by the Parent and the Facility Agent as a Mandatory Prepayment Account,</p> <p>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Facility Agent and Security Agent, and</p> <p>(d) from which no withdrawals may be made by any Group Company except as contemplated by this agreement,</p> <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Nominated Account" means an account nominated by the Security Agent for the collection of proceeds of any Other Debts,</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Obligors" means Obligors as defined in the Senior Facilities Agreement,</p> <p>"Other Debts" means the debts and claims identified in clause 3 1(b)(v) of the Debenture;</p> <p>"Parent" means City and County Healthcare Holdings Limited (CRN 06991380),</p> <p>"Quasi-Security" has the meaning given to that term in clause 23 15 (Negative Pledge) of the Senior Facilities Agreement,</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture,</p> <p>"Secured Parties" means the Finance Parties,</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 Accession Deed" means a deed executed by a Group Company substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent may approve or reasonably require,</p> <p>"Senior Facilities Agreement" means the facilities agreement dated 11 September 2009 under which certain lenders made available facilities to the Parent and certain other Group Companies;</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006, and</p> <p>"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries including those listed in schedule 3 to the Debenture, as set out in schedule 2 hereto, and as specified in any relevant Security Accession Deed</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

- (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - (iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,
 - (v) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person,
 - (vi) all its Intellectual Property,
 - (vii) all rights and interest in the Hedging Agreements;
 - (viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (ix) its goodwill and uncalled capital, and
 - (x) if not effectively assigned by clause 2 5 (Security Assignment) of the Accession Deed, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements
- 2 2 Floating charge**
- As further continuing security for the payment of the Indebtedness, the New Charging Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both as at 24 September 2010 and in future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Accession Deed, as set out in clause 2 1 above, or assigned under clause 2 4 (Security Assignment) of the Accession Deed, as set out in clause 2 3 below
- 2 3 Security Assignment**
- As further continuing security for the payment of the Indebtedness, the New Charging Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Accession Deed, as set out in schedule 3 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the New Charging Company (or as it shall direct)
- 2 4 Conversion of Floating Charge**
- If:
- (a) an Event of Default has occurred which is continuing, or
 - (b) the Security Agent, in its reasonable opinion, is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset

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Short particulars

is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to any Charging Company, convert the floating charge created under the Accession Deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

2.5 Automatic Conversion of Floating Charge

If any Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Accession Deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3 FURTHER ASSURANCE

3.1 General

(a) Each Charging Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)).

(i) to perfect the Security created or intended to be created under or evidenced by this deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to this deed or by law,

(ii) to confer on the Security Agent or on the Secured Parties Security over any property and assets of that Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this deed, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this deed.

(b) Each Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to this deed.

4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

No Charging Company may

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property;

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property

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Please give the short particulars of the property mortgaged or charged

Short particulars

(other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Facilities Agreement or with the prior consent of the Security Agent

SCHEDULES

SCHEDULE 1

Details of Freehold and Leasehold Property

Freehold None as at 24 September 2010

Leasehold Leasehold properties with unregistered titles:

Premises	Date of Lease	Parties	Term
Unit 417A Glenfield Park Business Centre Blakewater Road Blackburn Lancashire BB1 5QH	1 June 2010	Bizspace Ltd (1) Guardian Homecare UK Ltd (2)	1 June 2010 to 31 May 2011
(N B This is a licence)			
Portion of the second floor of 17 Georges Street Dungannon	31 July 2007	Malachy Mallon (1) Guardian Homecare UK Ltd (2)	1 August 2007 to 31 July 2010 (expired)
Rivington Manor 1-3 Greystoke Place Blackpool FY4 1NR	unknown	Progress Care Housing Association Limited (1) Guardian Homecare UK Limited (2)	-
(NB this is a management agreement whereunder the property is managed by the New Charging Company with most of the outgoings being met by the owner of the building and where there is a flat available for employees to sleep to enable them to fulfil the New Charging Company's care obligations)			

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Leasehold properties with registered titles

Property	Date of Lease	Title No	Parties	Term
Unit 5 Calder Court Shorebury Point Amy Johnson Way Blackpool FY4 2RH	11 July 2008	LAN76145	Calder Developments Ltd (1) Calder Court MC Ltd (2) Clinovia Ltd (3)	11 July 2008 to 10 July 2018
Ground Floor Unit 7 The Courtyard Campus Way Gillingham Business Park Gillingham ME8 0NZ	6 August 2007	K931287	CPPF (Gillingham BP) Jersey Nominee A Ltd and CPPF (Gillingham BP) Jersey Nominee B Limited (1) Guardian Homecare UK Ltd (2) Clinovia Ltd (3)	6 July 2007 to 5 July 2017

SCHEDULE 2

Details of Subsidiary Shares

3 Ordinary Shares of £1 00 each in the capital of Guardian Homecare Kent Limited

100 Ordinary Shares of £1 00 each in the capital of Guardian Homecare Essex Limited

3 Ordinary Shares of £1 00 each in the capital of Guardian Homecare Services (Surrey & Mid-Sussex) Limited

SCHEDULE 3

Assigned Agreements

The following insurance policies.

EMPLOYERS LIABILITY POLICY

Insurer Zurich Insurance
Policy Number ZHC1823
Expiry Date 1 April 2011

PUBLIC/PRODUCTS LIABILITY POLICY

Insurer Zurich Insurance
Policy Number ZHC1823
Expiry Date 1 April 2011

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PROFESSIONAL INDEMNITY POLICY
Insurer Zurich Insurance
Policy Number ZHC1823
Expiry Date 1 April 2011



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4014602
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 24 SEPTEMBER 2010 AND CREATED BY GUARDIAN
HOMECARE UK LTD. FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY CHARGING COMPANY OR ANY
OTHER OBLIGOR TO ANY SECURED PARTY 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 2 OCTOBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 OCTOBER 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES