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MG01

Particulars of a mortgage or charge

Oyez

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

WEDNESDAY



A37 27/02/2013 #240
COMPANIES HOUSE

| | | |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Company details | 3 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use |
| Company number | 0 4 2 8 6 4 3 2 | Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * |
| Company name in full | Bentleigh Care Limited (the "Company") | |
| 2 | Date of creation of charge | |
| Date of creation | 22 02 2013 | |
| 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 | Debenture | |
| 4 | Amount secured | |
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | The Company covenants with The Co-operative Bank plc (the "Bank") to pay and discharge on demand all monies, obligations and liabilities now or at any time hereafter due, owing or incurred by the Company to the Bank on any current or other account or otherwise (whether actual or contingent, as principal or surety and whether solely or jointly with any other person), and whether originally owing to the Bank or otherwise purchased or acquired by it, including interest, discount, commission, bank charges and other charges and expenses charged by the Bank. | 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 The Co-operative Bank p.l.c

Address No 2 Cathedral Square, The Cloth Market

Newcastle upon Tyne

Postcode N E 1 1 E 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) Legal Mortgage over the freehold and leasehold property of the Company (including the property comprised in title number DT276957 known as Somerleigh Court and Hascombe Court, Somerleigh Road, Dorchester) owned at the date of this Debenture and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon.

(2) A Fixed Charge over:-

(a) All freehold, leasehold and other immovable property (including heritable property situate in Scotland) at any time belonging to or charged to the Company and the proceeds of sale thereof together with all buildings, structures and fixtures from time to time thereon

(b) All rights present and future under covenants of title given in relation to the property referred to above ("the Property") and the benefit of all its rights against any lessee, sub lessee, licensee or other occupier (and their guarantors and sureties) of the Property.

(c) All rights present and future under any contract for sale letting or other disposal of the Property and any option to renew any Lease or purchase any reversion (whether freehold or not) in relation to the Property and all rights present and future against persons in connection with any works carried out and/or services and/or goods supplied in the design, constructing, fitting out, repair or replacement of the Property.

(d) All licences, consents and authorisations (both public and private) present and future

(e) All plant, machinery vehicles, computeres and other equipment (unless it forms part of its stock in trade or work in progress) and all rights present and future against any person in respect of their design, manufacture, purchase, installation, repair and/or replacement

(f) The Company's goodwill and uncalled capital.

MG01 - continuation page

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>(g) All stocks, shares and other securities (including debt securities) and interest in any unincorporated business or entity at any time owned by the Company together with all rights and benefits and property in relation thereto</p> <p>(h) All interests in and rights under policies of insurance and assurance belonging to the Company and all its rights to other compensation monies payable in respect of assets charged by the Debenture.</p> <p>(i) All patents, trade and service marks, brand and trade names, copyrights, design rights, registered designs, trade secrets, know how, inventions, confidential information and other intellectual property rights including the benefit of any pending applications for any of them belonging to the Company including all the Company's rights under any agreements both present and future relating to the use or exploitation of such rights.</p> <p>(j) All book and other debts at any time owing to the Company and all monetary claims and other amounts recoverable or receivable (whether ascertained or not) by the Company or due or owing to the Company and all other rights and claims against third parties (including deposits and credit balances held by the Bank and third parties) capable of being satisfied by the payment of money at any time belonging to the Company including payments of or entitlement to claim payment of any taxes, insurance premiums or other over-payments by the Company together with the benefit of all related rights and remedies (including equitable rights and rights under guarantees indemnities, liens and other encumbrances).</p> <p>3. A Floating Charge over all the Company's undertaking Property and assets whatever and wherever both present and future (including heritable and other property and assets in Scotland). Pursuant to the Debenture the Company has agreed that it will not, without the prior written consent of the Bank, create or allow to subsist any mortgage, charge, assignment by way of security pledge, lien (save where arising by operation of law in the usual course of business) hypothecation, preferential rights (save as arising under the general law for the protection of certain classes of creditors) or trust or other arrangement made for the purpose of or having an economic or financial effect similar to that of security or other security interest of any kind over any of the assets charged by the Debenture nor attempt or agree to do so and the Company will not sell, transfer, assign, factor, discount or otherwise dispose of any of the assets charged by the Debenture without the prior written consent of the Bank (except of a disposal at market value in the usual course of trading of assets charged by way of Floating Charge only) or attempt to agree to do so.</p> |

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Particulars of a mortgage or charge

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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

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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).

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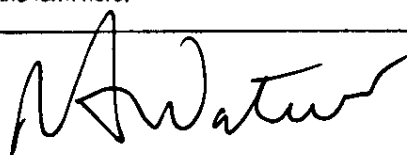
Signature

Please sign the form here.

Signature

Signature

X



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

PF

Company name

Acuity Legal Limited

Address

3 Assembly Square

Britannia Quay

Cardiff Bay

Post town

Cardiff

County/Region

Postcode

C F 1 0 4 P L

Country

DX

DX 200750 CARDIFF BAY

Telephone

+44 (0)29 20482288



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. 4286432
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
FEBRUARY 2013 AND CREATED BY BENTLEIGH CARE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE CO-OPERATIVE BANK PLC
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 27 FEBRUARY 2013**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MARCH 2013

OX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**