

MR01

Particulars of a charge

229618/26



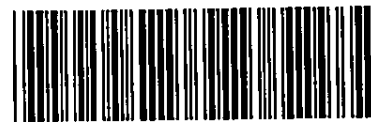
A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebF
Please go to www.comp

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT**
You may not use this for
register a charge where
instrument Use form MF

FRIDAY



A35 *A2GCXC70* #67
06/09/2013
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 0 4 5 5 6 6 3 4

Company name in full Healthcare Properties (Oxford) Limited (the "Chargor")

For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 9 0 8 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds TSB Bank plc (in its capacity as Security Agent and trustee for
the Beneficiaries)

Name 25 Gresham Street
London EC2V 7HN

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Terms defined in the Supplemental Legal Mortgage registered by virtue of this form MR01 shall have the same meanings when used in this Form MR01

The Chargor, 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 the following property owned by it

1 Freehold property known as Grosvenor Lodge, Grosvenor Road, South Shields, NE33 3QQ
Title Number TY53967

2 Freehold property known as Howard's Castle Care Centre, Dacre Street, Morpeth, NE61 1HW
Title Numbers ND11141 and ND90100

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Hamish John Smith* UKX

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name F1/SF/SAGEGEM

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 United Kingdom

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4556634

Charge code: 0455 6634 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2013 and created by HEALTHCARE PROPERTIES (OXFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2013

DX

Given at Companies House, Cardiff on 9th September 2013



DATED

29 August

2013

ESQUIRE REALTY (CAVENDISH) LIMITED
HEALTHCARE PROPERTIES LDK LIMITED
HEALTHCARE PROPERTIES (OXFORD) LIMITED
(AS CHARGORS)

- and -

LLOYDS TSB BANK PLC
(AS SECURITY AGENT)

Save for material redacted pursuant to s. 859G of
the Companies Act 2006, we hereby certify that this
is a true copy of the composite original.
Hogan Lovells International LLP, Atlantic House, Holborn Viaduct,
London EC1A, 4 September 2013

SUPPLEMENTAL LEGAL MORTGAGE

THIS DEED IS SUBJECT TO THE TERMS OF THE
INTERCREDITOR AGREEMENT REFERRED TO IN THIS DEED



Matter ref F1/VB/SF/0143L 04488

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED is made on

29 August

2013

BETWEEN

- (1) **ESQUIRE REALTY (CAVENDISH) LIMITED**, a limited liability company incorporated in England and Wales with registered number 05930808,
 - (2) **HEALTHCARE PROPERTIES (OXFORD) LIMITED**, a limited liability company incorporated in England and Wales with registered number 04556634,
 - (3) **HEALTHCARE PROPERTIES LDK LIMITED**, a limited liability company incorporated in Guernsey with company number 40637,
- as the Chargors, and
- (4) **LLOYDS TSB BANK PLC** as Security Agent

WHEREAS

- (A) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Chargors charged, amongst other things, freehold and leasehold properties to the Security Agent to secure the payment of all monies and liabilities covenanted to be paid or discharged in the Debenture
- (B) The Chargors are entering into this Deed pursuant to Clause 9 (*Further assurance*) of the Debenture in order to perfect the fixed equitable charge over the Mortgaged Properties (as defined below) granted under the Debenture into a legal charge over the Mortgaged Properties to secure the moneys and liabilities covenanted to be paid or discharged by the Chargors in the Debenture

WITNESSES AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions:** Unless the context otherwise requires, words or expressions defined in the Debenture shall have the same meaning in this Deed and this construction shall survive the termination of the Debenture. In addition, in this Deed

"Chargors" means (i) Healthcare Properties (Oxford) Limited, (ii) Esquire Realty (Cavendish) Limited, and (iii) Healthcare Properties LDK Limited

"Debenture" means the debenture dated 25 July 2012 and made between, among others, (1) Esquire Consolidated Limited and (2) Lloyds TSB Bank plc as Security Agent

"Intercreditor Agreement" means the intercreditor agreement dated 25 July 2012 and made between, among others, (1) Esquire Consolidated Limited, (2) Esquire Consolidated Group Limited, (3) Lloyds TSB Bank plc as Security Agent and (4) AIB Group (UK) plc, The Governor and Company of The Bank of Ireland, Lloyds TSB Bank plc and Abbey National Treasury Services plc as the lenders

"Mortgaged Properties" means each property described in the Schedule to this Deed

"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 each Obligor 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 Lloyds TSB Bank plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

1 2 **Interpretation:** Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed

- (a) References to any Party shall be construed so as to include that Party's respective successors in title, permitted assigns and permitted transferees
- (b) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing"
- (c) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing
- (d) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action
- (e) **"Variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and **"vary"** and **"varied"** shall be construed accordingly
- (f) **"Writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and **"written"** has a corresponding meaning
- (g) References to this Deed to any other document (including any Finance Document) include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document or to the nature or amount of any facilities made available under such other document
- (h) The singular shall include the plural and vice versa and any gender shall include the other genders
- (i) Clauses, paragraphs and Schedules shall be construed as references to Clauses and paragraphs of, and Schedules to, this Deed
- (j) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances
- (k) Headings in this Deed are inserted for convenience and shall not affect its interpretation

- (l) A Default (other than an Event of Default) is "continuing" for the purposes of the Senior Finance Documents and Secured CLN Finance Documents if it has not been remedied or waived and an Event of Default for those purposes is "continuing" if it has not been waived

2 COVENANT TO PAY

2.1 Covenant to pay: Each Chargor repeats the covenant given by it in Clause 2 (*Covenant to pay*) of the Debenture that it will, on the Security Agent's written demand, pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents

2.2 Proviso: The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law

2.3 Demands

- (a) The making of one demand shall not preclude the Security Agent from making any further demands
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed

3 CHARGING CLAUSE

Each Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent by way of legal mortgage its Mortgaged Properties together with all buildings, fixtures and fixed plant and machinery at any time thereon

4 INCORPORATION OF PROVISIONS

All of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities hereby secured and for defining and enforcing the rights of the Parties under this Deed as if such covenants, provisions and powers had been set out in full in this Deed, with the appropriate changes having been made

5 NEGATIVE PLEDGE

Without the prior written consent of the Security Agent, no Chargor shall, except to the extent permitted by the Facilities Agreement

- (a) create or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Mortgaged Properties, or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Mortgaged Properties, or part with possession of ownership of any of it, or purport or agree to do so

6 APPLICATION TO THE LAND REGISTRY

- (a) Each Chargor, in relation to each register of title of the Mortgaged Properties, consents to the Security Agent (or its solicitors) submitting to the Land Registry any and all of the following, at any time

- (i) a form RX1 (*application to register a restriction*) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [Chargee] referred to on the charges register or their conveyancer ", and

- (ii) a form CH2 (application to enter an obligation to make further advances)

7 FURTHER ASSURANCE

Each Chargor shall, promptly on the Security Agent's written demand, and at the cost of the Chargor, do all such acts and execute all such documents as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require in order to perfect the Security created or intended to be created by this Deed

8 COSTS, EXPENSES AND LIABILITIES

- 8 1 Costs and expenses:** Each Chargor will, promptly on the Security Agent's written demand from time to time, reimburse the Security Agent for all costs and expenses (including legal fees) on a full indemnity basis, together with VAT thereon, reasonably incurred by it in connection with

- (a) the negotiation, preparation and execution of this Deed, and
- (b) the completion of the transactions and perfection of the Security contemplated in this Deed

- 8 2 Enforcement costs:** Each Chargor will, within three Business Days of the Security Agent's written demand, pay to the Security Agent, for each Beneficiary on a full indemnity basis, the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out-of-pocket expenses) and any VAT thereon incurred by the Security Agent and/or any other Beneficiary in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Security Agent, in any jurisdiction

9 THIRD PARTY RIGHTS

- 9 1 Directly enforceable rights:** Pursuant to the Contracts (Rights of Third Parties) Act 1999

- (a) the provisions of Clause 26 (*Set-off*), and Clause 27 (*Transfer by a Beneficiary*) of the Debenture as applicable to this Deed shall be directly enforceable by a Beneficiary,
- (b) the provisions of Clause 16 (*Appointment of a Receiver or an administrator*) to Clause 24 (*Protection of the Security Agent, any nominee and Receiver*) of the Debenture as applicable to this Deed inclusive shall be directly enforceable by any nominee or Receiver, and
- (c) the provisions of Clause 21 (*Protection of third parties*) of the Debenture as applicable to this Deed shall be directly enforceable by any purchaser

- 9 2 Exclusion of Contracts (Rights of Third Parties) Act 1999** Save as otherwise expressly provided in Clause 9 1 (*Directly enforceable rights*), no person other than a party to this Deed shall have any rights by virtue of either the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party, to enforce any term (express or implied) of this Deed

9 3 **Rights to vary:** The parties to this Deed may by agreement vary any term of this Deed (including this Clause 9) without the necessity of obtaining any consent from any other person

10 **FORBEARANCE, SEVERABILITY, VARIATIONS AND CONSENTS**

10 1 **Delay etc:** All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of any Beneficiary or any nominee or Receiver exercising, delaying in exercising or omitting to exercise any of them

10 2 **Severability.** No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable

10 3 **Illegality, invalidity, unenforceability:** Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed

10 4 **Variations:** No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent (on behalf of the Beneficiaries) and the Chargors

10 5 **Consents.** Save as otherwise expressly specified in the Debenture, any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion

11 **COUNTERPARTS**

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures were on a single copy of this Deed

12 **SECURITY AGENT**

The provisions of Clause 12 (*Enforcement Of Transaction Security*), Clause 16 (*The Security Agent*), Clause 17 (*Change Of Security Agent and Delegation*) and Clause 24 (*Consents, amendments and override*), of the Intercreditor Agreement shall apply to the Security Agent's rights, obligations and duties under this Deed as if set out in this Deed in full

13 **GOVERNING LAW**

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

14 **ENFORCEMENT**

14 1 **Jurisdiction**

(a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed (a "**Dispute**")), only where such Dispute is the subject of proceedings commenced by a Chargor

(b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of

England) If a Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, the Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court

- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

14.2 Service of Process

Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales)

- (a) irrevocably appoints European Care & Lifestyles (UK) Limited as its agent for service of process in relation to any proceedings before the English courts in connection with this Debenture, and
- (b) agrees that failure by a process agent to notify the relevant Chargor of the process will not invalidate the proceedings concerned

THIS DEED has been executed by each of the Chargors as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

SCHEDULE

The Mortgaged Properties

No.	Proprietor / Chargor	Property	Title Number
1	Esquire Realty (Cavendish) Limited	Freehold property known as Sandy Lodge and located at 77 Dyserth Road, Rhyl, LL18 4DT	WA679524
2	Healthcare Properties LDK Limited	Freehold property known as the Laurels and located at South Road, Timsbury, Bath (BA2 0ER)	ST219166
3	Healthcare Properties (Oxford) Limited	Freehold property known as Grosvenor Lodge and located at 26 Grosvenor Road, South Shields, NE33 3QQ	TY53967
4	Healthcare Properties (Oxford) Limited	Freehold property known as Howard's Castle Care Centre and located at Dacre Street, Morpeth, NE61 1HW	ND11141 and ND90100

EXECUTION PAGE

THE CHARGOR

Executed as a
Deed by Healthcare Properties
(Oxford) Limited
acting by

[Redacted Signature]
Director

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

[Redacted Name]

Address of witness

[Redacted Address Line 1]

[Redacted Address Line 2]

[Redacted Address Line 3]

Executed as a
Deed by Esquire Realty
(Cavendish) Limited
acting by

[Redacted Signature]
Director

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

[Redacted Name]

Address of witness

[Redacted Address Line 1]

[Redacted Address Line 2]

[Redacted Address Line 3]

Executed and delivered as a
Deed by **Healthcare Properties
LDK Limited**

(pursuant to a Resolution by its
Board of Directors) acting by

Director

Director

in the presence of

Signature of witness

Name of witness

Address of witness

THE SECURITY AGENT

Signed by _____)

for and on behalf of)

Lloyds TSB Bank plc)



Authorised Signatory

Address details

10 Gresham Street, London EC2V 7AE

Fax

[REDACTED]

Attention

Andrew Moore

in the presence of

[REDACTED]

Name

[REDACTED]

Address

[REDACTED]

Occupation

[REDACTED]

Executed and delivered as a
Deed by Healthcare Properties
LDK Limited
(pursuant to a Resolution by its
Board of Directors) acting by

ADL One Limited
Corporate Director

ADL Two Limited
Corporate Director

[Redacted Signature]

Authorised Signatory

Director

[Redacted Signature]

Authorised Signatory
Director

in the presence of

Signature of witness

[Redacted Signature]

Name of witness

[Redacted Name]

Address of witness

[Redacted Address]

THE SECURITY AGENT

Signed by

for and on behalf of

Lloyds TSB Bank plc

)
)
)

Authorised Signatory

Address details

[Redacted Address]

Fax

[Redacted Fax]

Attention

[Redacted Attention]

in the presence of

Name

Address

Occupation