

044172 /

# 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 mortgage or charge  
company To form MG01s

For further information, please  
refer to our guidance at  
se.gov.uk



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16/09/2011

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COMPANIES HOUSE

For official use

FRIDAY

### 1 Company details

Company number 0 4 5 6 1 0 8 3 ✓

Company name in full Caretime Services Limited (the "Chargor") 4

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 ✓ 0 7 / 0 9 / 2 0 1 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 Debenture (the "Debenture") dated 7 September 2011 and made between the Chargor and HSBC Bank plc  
as agent and security trustee (the "Security Trustee")

### 4 Amount secured

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

Amount secured 4  
10 All present and future moneys, obligations and liabilities, whether actual or  
contingent and whether owned jointly or severally, as principal or surety and  
/ or in any other capacity whatsoever, owed by the Chargor to any one or  
more of the Finance Parties under or in connection with the Finance  
Documents and shall include interest on the above from the date of demand  
until the date of payment in full (as well after as before any judgment)  
calculated on a daily basis at the default interest rate, and in the manner  
described, in the Facility Agreement (the "Secured Obligations")

**For definitions used in this form, please see the definitions section of the  
continuation page attached.**

#### 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	
Name	HSBC Bank plc (as agent and security trustee)
Address	8 Canada Square
	London
Postcode	E 1 4 5 H Q
Name	
Address	
Postcode	

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

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 1 <u>Charges</u> The Chargor with full title guarantee charged in favour of the Security Trustee as continuing security for the payment and discharge of the Secured Obligations</p> <p>(a) by way of legal mortgage, <u>the Real Property</u>,</p> <p>(b) by way of fixed charge, <u>any Real Property</u> now or at any time after the date of the Debenture belonging to the Chargor (other than any property referred to under Clause 1 1 (a) above),</p> <p>(c) by way of fixed charge, <u>all plant</u>, machinery, vehicles, computers, office and other equipment owned by the Chargor, both present and future,</p> <p>(d) by way of fixed charge all present and future bank accounts, cash at bank and credit balances of the Chargor with any bank or other person and all rights relating or attaching to them (including the right of interest) and all Related Rights,</p> <p>(e) by way of fixed charge all present and future Receivables,</p> <p>(f) by way of fixed charge all present and future Investments,</p> <p>(g) by way of fixed charge, all present and future Intellectual Property,</p> <p>(h) by way of fixed charge, the goodwill of the Chargor and its uncalled capital both present and future,</p> <p>(i) by way of fixed charge insofar as any provision of the assignment by way of security referred to in Clause 1 3(a) and (b) below shall not be effective, all rights and interest in and claims under all Insurance Policies (save in respect of Excluded Insurance Proceeds, as defined in the Facility Agreement) and (save where prohibited by the relevant terms of the contract) the benefit of all rights and claims to which the Chargor is entitled under any of the Material Contracts,</p> <p>(j) by way of floating charge, the whole of the Chargor's undertaking and assets, present and future including (without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by the Debenture (the "Floating Charge Property")</p> <p>1 2 <u>Qualifying Floating Charge</u> Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by the Debenture</p>

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

(Continued on the attached continuation page)

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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

Nil

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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 Wragge + Co LLP

15/09/11

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 Navin Prabhakar/2057433

Company name Wragge & Co LLP

Address 55 Colmore Row

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 A S

Country England

DX DX 13036 Birmingham 1

Telephone 01212331000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

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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

Continued from form MG01.

#### Continuation page

#### 1 3 Security Assignment

The Chargor with full title guarantee assigned to the Security Trustee as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to

- (a) the Insurance Policies, and
- (b) the Material Contracts

The Security Trustee will not require to be given by the Chargor any notice of assignment of the Receivables unless an Event of Default is continuing and any notice of assignment of the Material Contracts unless the Agent has served a notice to accelerate under Clause 28 19 (*Acceleration*) of the Facility Agreement

#### 2 Negative Pledge

Except as permitted in Clause 2 3 below

2 1 The Chargor shall not create or permit to subsist any Security over any of its assets

2 2 The Chargor shall not

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor,
  - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
  - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
  - (d) enter into any preferential arrangement having a similar effect,
- in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset (together "**Quasi Security**")

2 3 Paragraphs 2 1 and 2 2 above do not apply to any Security or (as the case may be) Quasi-Security, which is

- (a) Permitted Security, or
- (b) a Permitted Transaction

#### Definitions:

"Agent" means HSBC Bank plc

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement

"Event of Default" means any event or circumstance specified as such in the Facility Agreement

"Excluded Leasehold" means any leasehold interest (i) under a lease under which the Chargor is obliged to pay a rack rental, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business or operations of the Chargor or (ii) leased to the Chargor on terms which prohibit (either absolutely or subject to the landlord's consent being obtained and where such consent has not been obtained) the creation of any Security over the Chargor's interest in such leasehold property

"Facility Agreement" means the term and revolving facilities agreement dated 8 April 2009 and made between, inter alia, the Security Trustee, Enara Group Limited, the Parent and the Chargor, as amended and restated on or about 6 April 2010 as amended from time to time

"Finance Documents" means the Facility Agreement, the Intercreditor Agreement, each Hedging Agreement and each Transaction Security Document and each Accession Letter, Ancillary Document, Compliance Certificate, Fee Letter, Resignation Letter, Selection Notice, Transaction Security Document, Utilisation Request (in each case as defined in the Facility Agreement) and each other document designated as a "**Finance Document**" by the Agent and Enara Group Limited and "**Finance Document**" means any of the foregoing

"Finance Parties" means the Agent, the Arranger, the Security Trustee, each Lender, each Hedge Counterparty, the Issuing Bank and each Ancillary Lender (in each case as defined in the Facility Agreement)

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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	<p>and <b>"Finance Party"</b> means any of them</p> <p><b>"Financial Indebtedness"</b> means the principal amount of any indebtedness as defined in the Facility Agreement</p> <p><b>"Group"</b> means the Parent, Enara Group Limited (a company registered in England &amp; Wales under company number 06545542) and each of their respective subsidiaries from time to time</p> <p><b>"Insurance Policies"</b> means any policy of insurance and cover note in which the Chargor may from time to time have an interest</p> <p><b>"Intellectual Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, inventions and other intellectual property rights and interests, whether registered or unregistered, and</li> <li>(b) the benefit of all applications and rights to use such assets of each member of the Group</li> </ul> <p><b>"Investments"</b> means any stocks other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, fiduciary or clearance system)</p> <p><b>"Material Contracts"</b> means the agreements (if any) listed in Schedule 5 (The Material Contracts) of the Debenture and any other contract entered into by the Chargor which (i) does not, under its terms, prohibit charging or assignment of the rights under it and (ii) that is from time to time agreed in writing by the Security Trustee and the Chargor (or which, at any time after the Agent has served a notice to accelerate under the Facility Agreement, is identified in writing by the Agent) as a Material Contract and all Related Rights</p> <p><b>"Obligors"</b> means an original or additional borrower or an original or additional guarantor under the Facility Agreement and <b>"Obligor"</b> means any of the foregoing</p> <p><b>"Parent"</b> means Enara Finance Limited, a company registered in England &amp; Wales (company number 06545556)</p> <p><b>"Permitted Security"</b> means</p> <ul style="list-style-type: none"> <li>(a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,</li> <li>(b) any netting or set-off arrangement entered into by any member of the Group with the Ancillary Lender as defined in the Facilities Agreement in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,</li> <li>(c) any netting or set-off arrangement entered into by any member of the Group under a Hedging Agreement (as defined in the Facility Agreement) for the purposes of determining the obligations of the parties to that agreement by reference to their net exposure under that agreement,</li> <li>(d) any Security over the Target Group provided such Security is discharged by the Closing Date (in each case as defined in the Facility Agreement),</li> <li>(e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,</li> <li>(f) any cash deposit charged by way of security to the landlord of any leasehold real property occupied by any member of the Group,</li> <li>(g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal (as defined in the Facility Agreement), and</li> <li>(h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of "Permitted Financial Indebtedness" as defined in the Facility Agreement</li> </ul> <p><b>"Permitted Transaction"</b> means</p> <ul style="list-style-type: none"> <li>(a) any disposal required, Financial Indebtedness (as defined in the Facility Agreement) incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under</li> </ul>	

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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

the Finance Documents,

(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, and

(c) transactions (other than (i) any sale, lease, license, transfer or other disposal and (ii) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness (as defined in the Facility Agreement)) conducted in the ordinary course of trading on arm's length terms

**"Real Property"** means the Chargor's estates or interests in all freehold (including commonhold), leasehold (including the property, if any, specified in Part 1 of Schedule 1 of the Debenture), and any buildings, fixtures or fittings from time to time situated on or forming part of such property (other than Excluded Leasehold Property) and includes all Related Rights

**"Receivables"** means all present and future book and other debts and monetary claims owing to the Chargor and all Related Rights

**"Related Rights"** means, in relation to any asset,

(a) the proceeds of sale of any part of that asset,

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and

(d) any moneys and proceeds paid or payable in respect of that asset

**"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

**"Security Trustee"** means HSBC Bank plc



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4561083  
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 7  
SEPTEMBER 2011 AND CREATED BY CARETIME SERVICES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO ANY ONE OR MORE OF THE  
FINANCE PARTIES 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 16 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 SEPTEMBER  
2011**



*Companies House*  
— for the record —



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

*DX*