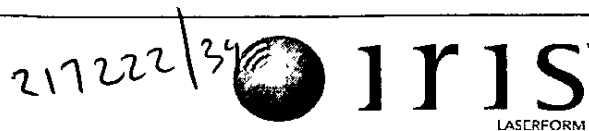


MG01

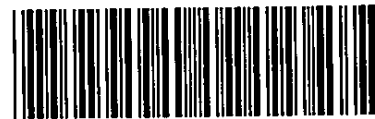
Particulars of a mortgage or charge



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

TUESDAY



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A04

15/02/2011

436

COMPANIES HOUSE

refer to our guidance at
www.companieshouse.gov.uk



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

1

Company details

Company number

0 4 6 7 8 3 3 7 ✓

Company name in full

GLENSIDE MANOR HEALTHCARE SERVICES LIMITED (the "Owner") ✓

For official use



Filling 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

✓ d0 d9 m0 m2 y2 y0 y1 y1

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

✓ Legal charge (the "Legal Charge") given by the Owner in favour of the Royal Bank of Scotland plc
as Security Agent of the Finance Parties under the Facilities Agreement (the "Agent")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally, as principal or
surety and/or in any other capacity whatsoever, owed by the Owner
and/or the Customer to the Finance Parties together with all costs,
charges and expenses incurred by the Finance Parties in connection
with the protection, preservation or enforcement of their respective
rights including interest at the rate charged by the Finance Parties
pursuant to the Finance Documents from the due date up to the date
of actual payment, calculated both before and after demand or
judgement on a daily basis and compounded according to agreement
("Interest") and any expenses the Finance Parties or a receiver
incurs (on a full indemnity basis in connection with the Property or in
taking, perfecting, protecting, enforcing or exercising any power
under the Legal Charge (the "Owner's Obligations"))

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 Royal Bank of Scotland plc ("Agent")

Address Abbey Gardens, 4 Abbey Street

Reading

Postcode R G 1 3 B A

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

Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee when they become due

1 Charges to the agent all legal interest in the Property, by way of legal mortgage
2 to the extent not covered by 1 above, gives the agent a fixed charge over any of the following property of the Owner, whether owned now or in the future

2 1 any other interest in the Property,

2 2 all rents receivable from any lease granted of the Property,

2 3 all the goodwill of the Owner's business carried on at the Property,

2 4 the proceeds of any insurance affecting the Property,

2 5 all fixtures and fittings not forming part of the Property,

2 6 all plant and machinery at the Property, including any associated warranties and maintenance contracts,

2 7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

Restrictions

The Owner will not, without the Agent's consent

(a) permit or create any mortgage, charge or lien on the Property, other than where permitted under the Facilities Agreement

(b) dispose of the Property other than where permitted under the Facilities Agreement

(c) grant or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting unless otherwise permitted to do so under the Finance Documents

Definitions

In this form MG01, the following definitions apply

"Arranger" means the Royal Bank of Scotland Plc

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of the person or any other Subsidiary of the Holding Company and also in relation to an Investor, any limited partnership, limited liability partnership or fund which is owned, controlled or managed by an Investor,

SEE CONTINUATION SHEET

MG01

Particulars of a mortgage or charge

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

Shamir

X

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

MG01

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 Lisa Simmons

Company name Shoosmiths

Address 1550 Parkway

Solent Business Park

Whiteley

Post town Fareham

County/Region Hampshire

Postcode P O 1 5 7 A G

Country

DX DX124693 Whiteley

Telephone 03700 866800



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

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>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the Facilities Agreement,</p> <p>"Ancillary Lender" means each Lender which makes available an Ancillary Facility in accordance with the Facilities Agreement,</p> <p>"Arranger" means the Agent,</p> <p>"Customer" means Glenside Care Group Limited, a company incorporated in England and Wales (company number 07505006)</p> <p>"Facilities Agreement" means a facilities agreement dated on or about the date of the Legal Charge and entered into between, amongst others (1) the Agent in its capacity as Security Agent for the Finance Parties, Agent and Arranger (2) National Westminster Bank plc as Original Lender (3) the Customer and the Owner as original borrowers and original guarantors (as amended, restated, varied and/or supplemented from time to time),</p> <p>"Finance Parties" means the Agent, a Lender, a Hedge Counterparty or any Ancillary Lender,</p> <p>"Hedge Counterparty" means any person which has become a Party as a Hedge Counterparty in accordance with the Facilities Agreement, which, in each case, is or has become, a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement,</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,</p> <p>"Intercreditor Agreement" means an intercreditor agreement dated the same date as the Facilities Agreement and made between, amongst others, the Owner, the Customer, the Agent, the Original Lender, the Investors and the Vendors,</p> <p>"Investors" means Bowmark Capital LLP, Bowmark Capital Partners IV, L P, Bowmark Investment Partnership IV L P, Ventry Nominees Limited, Bowmark Participations LLP and their Affiliates or any subsequent successors or transferees,</p> <p>"Lender" means (a) the Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the Facilities Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement,</p> <p>"Original Lender" means National Westminster Bank plc,</p> <p>"Party" means a party to the Facilities Agreement,</p> <p>"Property" <u>Glenside Manor, Warminster Road, South Newton, Salisbury SP2 0QD being the freehold interest in the whole of the land registered under Land Registry Title number WT248945</u> <u>Newlands, Warminster Road, South Newton, Salisbury SP2 0QD being the freehold interest in the whole of the land registered under Land Registry Title number WT129687</u> <u>Newton House, Warminster Road, South Newton, Salisbury SP2 0QD being the freehold interest in the whole of the land registered under Land Registry Title Number WT116927</u> <u>2 Knew Cottages, South Newton, Salisbury SP2 0QQ being the freehold interest in the whole of the land registered under Land Registry Title Number WT164138</u> <u>3 Knew Cottages, South Newton, Salisbury SP2 0QQ being the freehold interest in the whole of the land registered under Land Registry Title Number WT93864</u> <u>4 Knew Cottages, South Newton, Salisbury SP2 0QQ being the freehold interest in the whole of the land registered under Land Registry Title Number WT245029,</u></p> <p>"Security Agent" means the Agent,</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>"Vendors" means Clare Bernadette Barry, Dennis Joseph Barry, Brendan John Barry and Helen Marie Morris</p>

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		



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4678337
CHARGE NO. 3**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 9
FEBRUARY 2011 AND CREATED BY GLENSIDE MANOR
HEALTHCARE SERVICES LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
AND/OR THE CUSTOMER TO 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 15 FEBRUARY
2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2011**



Companies House
— for the record —



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

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