

# MG01

## Particulars of a mortgage or charge



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### 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

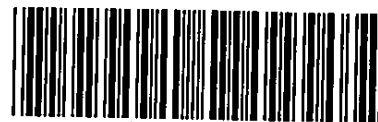
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



#### What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



\*ABYW0ROR\*

A04

15/02/2011

438

COMPANIES HOUSE

### 1 Company details

Company number

0 4 6 7 8 3 3 7 ✓

Company name in full

GLENSIDE MANOR HEALTHCARE SERVICES LIMITED (THE "CHARGOR")

For official use

4

→ 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

d<sub>0</sub> d<sub>9</sub> m<sub>0</sub> m<sub>2</sub> y<sub>2</sub> y<sub>0</sub> y<sub>1</sub> y<sub>1</sub>

### 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 between (1) the Chargor and (2) The Royal Bank of Scotland plc as Security Agent under the Facilities Agreement (the "Chargee") (the "Debenture")

### 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 Chargor to the Finance Parties together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its respective rights (the "Secured Obligations")

Please see the continuation sheet headed "amount secured" for all of the definitions used in this form MG01

#### Continuation page

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

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## 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	The Royal Bank of Scotland plc (as Security Agent)						
Address	Abbey Gardens, 4 Abbey Street, Reading						
Postcode	R	G	1		3	B	A
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><b>CHARGES</b></p> <p>The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 has charged in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations</p> <ol style="list-style-type: none"> <li>1 by way of legal mortgage, the Real Property,</li> <li>2 by way of fixed charge, any Real Property now or at any time after the date of the Debenture belonging to the Chargor (other than property charged under 1, above),</li> <li>3 by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession,</li> <li>4 by way of fixed charge, all present and future Receivables, other than those validly and effectively assigned under clause 3.3 of the Debenture (clause 3.3 is set out in the Continuation Sheet),</li> <li>5 by way of fixed charge (a) all present and future Investments, (b) all Investment Derivative Rights, and (c) where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment,</li> <li>6 by way of fixed charge, all present and future Intellectual Property Rights,</li> <li>7 by way of fixed charge, the goodwill of the Chargor,</li> <li>8 by way of fixed charge, the uncalled capital of the Chargor,</li> <li>9 by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under clause 3.3 of the Debenture,</li> <li>10 by way of fixed charge, all rights, interests and claims in the Material Contracts, other than the agreements listed under the heading "Material Contracts" in schedule 1 of the Debenture (as set out in the Continuation Sheet), other than those validly and effectively assigned under clause 3.3 of the Debenture,</li> <li>11 by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,</li> <li>12 by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and</li> <li>13 by way of floating charge, the whole of the Chargor's undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by the Debenture (the "Floating Charge Property")</li> </ol> <p><b>PLEASE SEE CONTINUATION SHEET</b></p>	

**Continuation page**

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

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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 *Shamithy*

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 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 UK

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](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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### Amount secured

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

Amount secured

In this form MG01, the following definitions apply

**"Accession Deed"** means an accession deed in the form set out in the Facilities Agreement,

**"Additional Borrower"** means a company which becomes an additional borrower in accordance with the Facilities Agreement,

**"Additional Guarantor"** means a company which becomes an additional guarantor in accordance with the Facilities Agreement,

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

**"Agent"** means The Royal Bank of Scotland plc as agent of the other Finance Parties,

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

**"Ancillary Lender"** means any Lender which makes available an Ancillary Facility in accordance with the Facilities Agreement,

**"Arranger"** means The Royal Bank of Scotland plc,

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with the Facilities Agreement

**"Charged Property"** means all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to the Debenture,

**"Company"** means Glenside Care Group Limited (company number 07505006)

**"Compliance Certificate"** means a certificate substantially in the form set out in the Facilities Agreement,

**"Facilities Agreement"** means the facilities agreement dated on or about the date of the Debenture and made between the Chargee, Glenside Care Group Limited and the Chargor amongst others,

**"Fee Letter"** a fee letter setting out the fees payable to a Finance Party,

**"Finance Document"** means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, and any other document designated as a "Finance Document" by the Agent and the Company,

**"Finance Party/Finance Parties"** means the Agent, the Arranger, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender,

**"Group"** means the Company, the Target and each of their Subsidiaries for the time being,

**"Guarantor"** means an Original Guarantor or an Additional Guarantor unless it has ceased to be a Guarantor in accordance with the Facility Agreement,

**"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,

**"Hedging Letter"** means any master agreement, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty,

**"Holding Company"** means, in relation to any company or corporation, any other company or corporation of which it is a party,

**"Insurance Policy"** means any policy of insurance and cover note in which the Chargor may from time to time have an interest,

**"Intellectual Property Rights"** means (a) all present and future patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered (including any specified under the heading "Intellectual Property Rights" in Schedule 1 to the Debenture, (b) the benefit of all applications and rights to use such assets, and (c) all Related Rights,

**"Intercreditor Deed"** means the intercreditor deed dated on or about the date of the Facilities Agreement and made between, among others, the Borrower, the Security Agent, the Agent, the Arranger, the Original Lender, the Investors, and the Vendors,

**"Investment Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of the Investment,

**"Investments"** means (a) any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including any specified under the heading "Shares" in Schedule 1 to the Debenture), and (b) all Related Rights (including all rights against any trustee, fiduciary or clearance system),

**"Investors"** means 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 assigns or transferees,

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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>"Lender" means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with the Facility Agreement, which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement,</p> <p>"Material Contracts" means (a) the agreements (if any) listed under the heading "Material Contracts" in Schedule 1 of the Debenture, (b) any other contract entered into by the Chargor that may from time to time be identified in writing by the Chargee as a Material Contract, and (c) all Related Rights,</p> <p>"Obligor" means a Borrower or a Guarantor,</p> <p>"Original Borrower" means the Chargor and the Company,</p> <p>"Original Guarantor" means the Chargor and the Company,</p> <p>"Original Lender" means National Westminster Bank plc as lender,</p> <p>"Party" means a party to the Facility Agreement,</p> <p>"Plant and Machinery" means (a) all equipment, machinery, plant, computers, office equipment, vehicles and all other assets of a similar nature which are now, or at any time after the date of the Debenture become, the property of the Chargor, and (b) all Related Rights,</p> <p>"Real Property" means (a) any freehold, leasehold or other immovable property (including the property (if any) specified in Schedule 1 to the Debenture), and (b) any buildings, fixtures or fittings from time to time situated on or forming part of such property (including any trade textures and fittings), and (c) all Related Rights,</p> <p>"Receivables" means (a) all present and future book and other debts and monetary claims owing to a Chargor, and (b) all Related Rights,</p> <p>"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 income, moneys and proceeds paid or payable in respect of that asset,</p> <p>"Resignation Letter" is a resignation letter as set out in the Facilities Agreement,</p> <p>"Security Agent" means The Royal Bank of Scotland plc as security agent of 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>"Selection Notice" means a notice substantially in the form set out in the Facility Agreement,</p> <p>"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,</p> <p>"Transaction Security Documents" means this Debenture, a debenture entered into by the Company, a legal charge granted by the Chargor and any document required to be delivered to the Agent under Part II of Schedule 1 (Conditions Precedent) of the Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents, and</p> <p>"Utilisation Request" means a notice substantially in the relevant form set out in the Facility Agreement</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

**CONTINUED**

#### **QUALIFYING FLOATING CHARGE**

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to any floating charge created by the Debenture and the floating charge created under the Debenture is a "qualifying floating charge" for these purposes

#### **SECURITY ASSIGNMENT (Clause 3.3 of the Debenture)**

The Chargor has with full title guarantee assigned to the Chargee 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 the (1) Material Contracts other than the agreements listed under the heading "Material Contracts" in schedule 1 (2) the Insurance Policies, (3) to the extent not charged in 5 above, the Investments and (4) Receivables

#### **NEGATIVE PLEDGE**

The Chargor shall not create or permit to subsist any security over any of the Charged Property, other than as permitted under the Finance Documents

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of any of the Charged Property other than otherwise permitted under the Finance Documents

### **SCHEDULE 1**

#### **Part A**

#### **Real Property - Registered Land**

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

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

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

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

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

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

#### **Part B**

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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

#### Real Property - Unregistered Land

Not applicable

#### Part C

#### Intellectual Property Rights

Not applicable

#### Part D

#### Shares

Not applicable

#### Part E

#### Material Contracts

An agreement between the Chargor and NHS Hampshire

An agreement between the Chargor and NHS Wiltshire Primary Care Trust as co-ordinating commissioner for itself and as Agent for and on behalf of the Associate (as defined therein)

An agreement dated 2 November 2010 between the Chargor and NHS Surrey Primary Care Trust as co-ordinating commissioner for itself and as Agent for and on behalf of the Associate (as defined therein)





## **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. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 9 FEBRUARY  
2011 AND CREATED BY GLENSIDE MANOR HEALTHCARE  
SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE FINANCE  
PARTIES ON ANY ACCOUNT WHATSOEVER 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**

*DX*