

# MR04

## Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a statement of satisfaction in full  
or in part of a mortgage or charge  
against a company

☐ **What this form is for**  
You may not use it to  
register a statement of  
satisfaction in full or in part of  
a charge against an  
LL MR04

THURSDAY



LD3 \*L3CA48C9\* 17/07/2014 #96  
COMPANIES HOUSE

base  
v uk

### 1 Company details

Company number 0 4 7 8 5 3 0 3  
Company name in full Oaktree Care Group Limited (the "New Charging Company")

**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

When was the charge created?  
► Before 06/04/2013 Complete Part A and Part C  
► On or after 06/04/2013 Complete Part B and Part C

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 0 5 1 0 2 0 0 5

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\* 2

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description SECURITY ACCESSION DEED dated 5 October 2005  
between the New Charging Company, the Parent and  
the Security Agent (the "Deed of Accession")

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

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A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Continuation page

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

1                   ACCESSION  
The New Charging Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 5 October 2005 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2.                   CHARGING CLAUSE 2.1 Fixed Charges  
The New Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 5 October 2005 and future, from time to time owned by it or in which it has an interest  
(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1 of the Deed of Accession, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property, and

Continued on continuation 1/7

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code 1

□ □ □ □ - □ □ □ □ - □ □ □ □

1 Charge code

This is the unique reference code allocated by the registrar

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## Part C To be completed for all charges

**C1**

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

- ☐ In full  
☐ In part

**C2**


### Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement	
Name	Oaktree Care Group Limited	
	Please give the address of the person delivering this statement	
Building name/number	2	
Street	Imperial Place	
	Maxwell Road	
Post town	Borehamwood	
County/Region	Hertfordshire	
Postcode	W D 6 1 J N	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor	

**C3**

### Signature

Please sign the form here

Signature	Signature	
	X  X	

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## 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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000

## 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
- Part A Charges created before 06/04/2013**
- ☐ You have given the charge date
- ☐ You have given the charge number (if appropriate)
- ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
- ☐ You have given the charge code
- Part C To be completed for all charges**
- ☐ You have ticked the appropriate box in Section C1
- ☐ You have given the details of the person delivering this statement in Section C2
- ☐ You have signed the form

## Important information

Please note that all information on this form will appear on the public record

## 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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A3	Description of instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>Continuation 1/7</p> <p>(b) by way of first fixed charge:</p> <p>(i) all other interests (not charged under clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;</p> <p>(iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,</p> <p>(iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;</p> <p>(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,</p> <p>(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, and the Collection Accounts) with any bank, financial institution or other person,</p> <p>(vii) all its Intellectual Property Rights,</p> <p>(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,</p> <p>(ix) its goodwill and uncalled capital,</p> <p>(x) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>2.2 Floating Charge</p> <p>As further continuing security for the payment of the Indebtedness, the New Charging Company charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) of the Deed of Accession, as set out in clause 2 1 above or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, including heritable property and all other assets in Scotland</p> <p>Continued on continuation 2/7</p>

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Continuation 2/7  
2 3 Security Assignment  
As further continuing security for the payment of the Indebtedness, the New Charging Company assigned absolutely to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Deed of Accession, as set out in schedule 2 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the Assigned Agreements to the New Charging Company (or as it shall direct).

2 4 Conversion of Floating Charge If:  
(a) a Declared Default has occurred; or  
(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,  
the Security Agent may, by notice to the New Charging Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets that are the subject of such enforcement. The New Charging Company shall promptly execute a legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the New Charging Company than the Deed of Accession

2.5 Automatic Conversion of Floating Charge  
If the New Charging Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3. FURTHER ASSURANCE  
3 1 General  
(a) The New Charging Company will, at its own expense, promptly following reasonable request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require.

Continued on continuation 3/7

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A3	Description of instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>Continuation 3/7</p> <p>(i) to perfect and/or protect the security created (or intended to be created) by the Deed of Accession;</p> <p>(ii) to facilitate the realisation or enforcement of such security,</p> <p>(iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Deed of Accession, and/or</p> <p>(iv) to confer on the Security Agent security over any assets of the New Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Deed of Accession, including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.</p> <p>(b) Any security document required to be executed by the New Charging Company under this clause 5.1 of the Debenture will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession.</p> <p>4 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS The New Charging Company may not:</p> <p>(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property, except as permitted by the Senior Credit Agreement or with the prior consent of the Security Agent not to be unreasonably withheld.</p> <p>SCHEDULES</p> <p>Schedule 1</p> <p>Details of Freehold and Leasehold Property</p> <p>Intentionally left blank</p> <p>Schedule 2</p> <p>Details of Subsidiary Shares</p> <p>Intentionally left blank</p> <p>Continued on continuation 4/7</p>

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**A4**

## Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Continuation 4/7</p> <p>In this form.</p> <p>"Assigned Agreements" means the Development Agreements, the Transitional Services Agreement, the Hedging Agreements and the Insurances,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading;</p> <p>"Cash Collateral Accounts" means an account with the Security Agent (or any other lender) opened in the name of an Obligor which is designated by the Parent and the Facility Agent for the purpose of receiving payments of cash collateral under clause 8 3 of the Senior Credit Agreement (Cash Cover) and/or clause 9 of the Senior Credit Agreement (Prepayment and Cancellation) and, following the security grant date, over which the Security Agent (and/or relevant Lender) has a first priority security interest under a Security Document (as such term is defined in the Senior Credit Agreement);</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession,</p> <p>"Charging Companies" means the Parent, each of the companies listed in schedule 1 (Charging Companies) to the Debenture and each company (of which the New Charging Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (as such term is more particularly defined in the Debenture),</p> <p>"Collection Accounts" means the accounts of the Charging Companies set out in schedule 5 to the Debenture and/or such other accounts as the New Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify;</p> <p>"Debenture" means the debenture dated 6 July 2005 between, amongst others, the Parent, the Charging Companies named therein and the Security Agent;</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 24 18 (Acceleration) of the Senior Credit Agreement;</p> <p>"Development Agreements" means any development agreement between any member of the Opco Group (as such term is defined in the Senior Credit Agreement) and any Propco Group Company (as such term is defined in the Senior Credit Agreement) in relation to the development and/or extension of a Propco Group Property (as such term is defined in the Senior Credit Agreement) entered into on or after 6 July 2005,</p> <p>Continued on continuation 5/7</p>	



A3	Description of instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>Continuation 5/7</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on an investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"Event of Default" means any event or circumstance specified as such in clause 24 (Events of Default) of the Senior Credit Agreement,</p> <p>"Facility Agent" means The Royal Bank of Scotland plc,</p> <p>"Finance Documents" means the Senior Credit Agreement, each Security Document, the Intercreditor Document, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letters (as all such terms are more particularly defined in the Senior Credit Agreement) and any other document designated as a Finance Document by the Parent and the Facility Agent on or after 6 July 2005;</p> <p>"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Assignment,</p> <p>"Hedging Agreements" has the meaning given to it in the Debenture,</p> <p>"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party under or in connection with the Finance Documents for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985,</p> <p>Continued on continuation 6/7</p>

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A3	Description of instrument (if any)
Instrument description	<p>Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p>Continuation 6/7</p> <p>"Intellectual Property Rights" means all patents and patent applications, trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world,</p> <p>"Investments" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the New Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);</p> <p>"Insurances" means all policies of insurance and all proceeds of them either as at 5 October 2005 or in the future held by, or written in favour of, the New Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance and any insurance maintained by the New Charging Company where a landlord is a co-insured,</p> <p>"Obligors" means Obligors as defined in the Senior Credit Agreement, "Parent" means Partnerships In Care Holdings Limited (CRN: 5403366); "Secured Parties" means the Senior Finance Parties;</p> <p>"Security Interest" 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>"Senior Credit Agreement" means the credit agreement dated 6 July 2005 under which certain lenders have made available £60,000,000 of facilities to the Borrowers (as such term is more particularly defined therein),</p> <p>Senior Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement,</p> <p>"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,</p> <p>Continued on continuation 7/7</p>

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A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Continuation 7/7

"Subsidiary Shares" means all shares owned by the New Charging Company in its Subsidiaries including those (if any) listed in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto;  
"Transitional Services Agreement" means the transitional services agreement in the agreed form dated 5 April 2005 between, amongst others, the Vendor as service provider and the Original Borrower as service recipient (as both such terms are defined therein).