

# 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  
particulars of a charge for a  
company. To do this, please  
form MG01s

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COMPANIES HOUSE

For official use

### 1 Company details

Company number 0 5 2 7 1 4 2 0

Company name in full Highdowns Residential Homes Limited (the "Charging Company")

**3** **Filing 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 d1 d3 m0 m9 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 A debenture dated 13 September 2011 made between the Charging Company and others (1) in  
favour of The Royal Bank of Scotland plc as Security Agent for the Beneficiaries (as defined in the  
Continuation Pages to Section 6 of this Form MG01) (2) (the "Debenture")

### 4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation Pages to section  
6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation  
Pages to Section 6 of this Form MG01) includes references to such  
Finance Document as varied in any manner from time to time, even if  
changes are made to the composition of the parties to such  
document or to the nature or amount of any facilities made available  
under such document

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	The Royal Bank of Scotland plc as Security Agent	
Address	Syndicated Loans Agency, 15 Bishopsgate	
	London	
Postcode	E C 2 P 2 A P	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p><b>The Debenture creates fixed charges and a floating charge over all or substantially all of the Charging Company's assets, as follows</b></p> <p><b>Particulars of property mortgaged or charged</b></p> <p>1 <b>Assignments</b> The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned by way of security to the Security Agent</p> <p>(a) the benefit of all of its Acquisition Agreement Claims,</p> <p>(b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and</p> <p>(c) all its rights, title and interest from time to time in respect of Hedging Agreements</p> <p>2 <b>Fixed security:</b> The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent</p> <p>(a) [intentionally left blank],</p> <p><b>PLEASE ALSO SEE ATTACHED CONTINUATION PAGES</b></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	<p>(b) by way of legal mortgage, all Land in England and Wales at the Debenture Date vested in it and not registered at the Land Registry,</p> <p>(c) by way of fixed charge</p> <p>(i) to the extent not effectively charged pursuant to paragraphs (a) and (b) above, all Land intended to be charged under paragraphs (a) and (b) above which is at the Debenture Date, or in the future becomes, its property,</p> <p>(ii) to the extent not effectively charged pursuant to paragraphs (a) and (b) above, all interests and rights in or relating to Land or the proceeds of sale of Land intended to be charged pursuant to paragraphs (a) and (b) above, at the Debenture Date or in the future belonging to it,</p> <p>(iii) all plant and machinery at the Debenture Date or in the future attached to any Land intended to be charged pursuant to paragraphs (a) and (b) above or this paragraph (c) which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 (<i>Fixed Security</i>),</p> <p>(iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land intended to be charged pursuant to paragraphs (a) and (b) above or this paragraph (c),</p> <p>(v) all Specified Investments which are its property at the Debenture Date, including all proceeds of sale derived from them,</p> <p>(vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,</p> <p>(viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>(ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,</p> <p>(x) all its goodwill and uncalled capital for the time being,</p> <p>(xi) [intentionally left blank],</p> <p>(xii) all Intellectual Property presently belonging to it, or to which it is entitled together with others,</p> <p>(xiii) all Intellectual Property that may be acquired by or belong to it in the future or to which it is entitled together with others,</p> <p>(xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,</p> <p>(xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xiv) inclusive</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	<p>of Clause 3 2 (<i>Fixed Security</i>),</p> <ul style="list-style-type: none"> <li>(xvii) all trade debts at the Debenture Date or in the future owing to it,</li> <li>(xviii) [intentionally left blank],</li> <li>(xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</li> <li>(xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>),</li> <li>(xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,</li> <li>(xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</li> <li>(xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,</li> <li>(xxiv) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and</li> <li>(xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them</li> </ul> <p>3 <b>Creation of floating charge</b> The Charging Company, with full title guarantee, charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge</p> <ul style="list-style-type: none"> <li>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 3 2 (<i>Fixed Security</i>), including any Assets comprised within a charge which is reconverted under Clause 4 4 (<i>Reconversion</i>), and</li> <li>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</li> </ul> <p>but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business or as permitted by any Finance Document)</p> <p style="text-align: center;"><b>Covenants and Restrictions contained in the Debenture</b></p> <p>1 By Clause 6 1 (<i>Collection Account</i>), the Charging Company agreed, except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, to collect and realise all its Receivables and immediately or, in the case of cheques, within one Business Day following receipt (following expiry of the period of time referred to in Clause 24 31 (<i>Group bank accounts</i>) of the</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

- Facilities Agreement), pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Part 1 of Schedule 4 (*Collection of Receivables*) The Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent
- 2 By Clause 6 3 (*No Derogation*), the Charging Company agreed, subject to the terms of the Finance Documents, not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business
- 3 By Clause 7 (*Negative Pledge and other restrictions*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of the Permitted Security or a Permitted Disposal (each as defined in the Facilities Agreement) or as otherwise permitted under the Finance Documents)
- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
- (b) sell, assign, lease, licence or sub-licence, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By Clause 11 2 (*Negative covenants*), the Charging Company agreed that without the prior written consent of the Security Agent it would not
- (a) enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to materially and adversely affect its value or the value of the Security constituted by the Debenture over it, or
- (b) where prohibited by the terms of the Finance Documents part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it)
- 5 By Clause 12 2 (*Negative covenants*), the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, other than as permitted by the Finance Documents
- (a) sell, assign, lease, license, sub-licence or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights to the extent to do so would have or be reasonably likely to have a Material Adverse Effect,
- (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever to the extent to do so would have or be reasonably likely to have a Material Adverse Effect,
- (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered to the extent that it would be reasonably expected to materially and adversely affect its value or the value of the security constituted by the Debenture, or
- (d) amend the specification or drawings referred to in any granted patent to the extent that it would be reasonably likely to materially and adversely affect its value or the

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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

value of the security constituted by the Debenture

#### Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

**"Account Bank"** means Barclays Bank PLC or such other bank as the Security Agent may from time to time specify

**"Acquisition Agreement"** means any share purchase agreement or other agreement entered into in connection with an acquisition of an Acquisition Target, as defined within the Facilities Agreement

**"Acquisition Documents"** means any Acquisition Agreement, any Disclosure Letter (each as defined in the Facilities Agreement) and any other document designated as an "Acquisition Document" by the Agent and the Company

**"Acquisition Agreement Claim"** means all the Charging Company's rights, title and interest and benefit in and to, the proceeds of any claim, or any other sum paid to the Charging Company, under or pursuant to the Acquisition Agreement or any other Acquisition Document

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facilities Agreement

**"Agent"** means The Royal Bank of Scotland plc

**"Assets"** means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

**"Beneficiary"** means each Secured Party and each Hedge Counterparty

**"Borrower"** means the Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28 (*Changes to the Obligors*) of the Facilities Agreement

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Chargor"** means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge (as defined in the Debenture) and any company which subsequently adopts the obligations of a Chargor

Name of Chargor	Registered Number	Address for Service and Fax Number
Regard Holdings Limited	06173337	Units 1, 6, 7 Princeton Mews 167-169 London Road Kingston upon Thames Surrey KT2 6PT 020 8244 4499
Regard Midco Limited	07746917	As above
The Regard Partnership Limited	3153442	As above

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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

Arcadia Child Care Company Limited	04354120	As above
Cerrig-Camu Limited	2149103	As above
Highdowns Residential Homes Limited	05271420	As above
Adapt Care Group Limited	04730594	As above
Venesta Agencies Limited	03155471	As above
Community Support Homes Limited	5297060	As above
Adapt Care Homes Limited	03408916	As above
Oscarvale Limited	03155469	As above
Southfields Care Homes Limited	03027272	As above

**"Collection Account"** means in relation to the Charging Company, its accounts with the Account Bank opened in accordance with Clause 24 31 (*Group bank accounts*) of the Facilities Agreement into which it is required to pay its Receivables pursuant to Clause 6 1 (*Collection Account*)

**"Company"** means Regard Midco Limited, a limited liability company incorporated in England and Wales with registered number 7746917

**"Control"** means

(a) in relation to the Parent

- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
  - (1) cast, or control the casting of, more than 25% of the maximum number of votes that might be cast at a general meeting of that company,
  - (2) appoint or remove all, or the majority, of the directors or other equivalent officers of that company, or
  - (3) give directions with respect to the operating and financial policies of that company with which the directors or other equivalent officers of that company are obliged to comply, or
- (ii) the holding beneficially of more than 25% of the issued share capital of that company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), and

(b) in relation to any other company

- (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
  - (1) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of that

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 376 1050 407">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="708 472 823 504">company,</p> <p data-bbox="612 512 1517 571">(2) appoint or remove all, or the majority, of the directors or other equivalent officers of that company, or</p> <p data-bbox="612 584 1517 669">(3) give directions with respect to the operating and financial policies of that company with which the directors or other equivalent officers of that company are obliged to comply, or</p> <p data-bbox="517 683 1517 804">(ii) the holding beneficially of more than 50% of the issued share capital of that company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital)</p> <p data-bbox="421 817 975 848"><b>"Debenture Date"</b> means 13 September 2011</p> <p data-bbox="421 875 1517 934"><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p data-bbox="421 960 775 992"><b>"Derivative Rights"</b> includes</p> <p data-bbox="421 1005 1517 1234">(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</p> <p data-bbox="421 1108 1517 1167">(b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and</p> <p data-bbox="421 1180 1517 1238">(c) stock, shares and securities offered in addition to or in substitution for any Investments</p> <p data-bbox="421 1252 1517 1417"><b>"Facilities Agreement"</b> means the facilities agreement dated on or around the date of the Debenture between Regard Holdings Limited (as the Parent), Regard Midco Limited (as the Company and the Original Borrower), the Companies listed as Original Guarantors, The Royal Bank of Scotland plc, Clydesdale Bank PLC, GE Corporate Finance Bank SAS and Barclays Corporate (as Arrangers and Bookrunners), the Companies listed as Original Lenders and The Royal Bank of Scotland plc (as Agent and Security Agent)</p> <p data-bbox="421 1431 1517 1628"><b>"Finance Document"</b> means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, the Report Proceeds Turnover Letter, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Assignment Agreement, any Transfer Certificate and any other document designated as a "Finance Document" by the Agent and the Company (All terms as defined in the Facilities Agreement, unless otherwise defined herein)</p> <p data-bbox="421 1641 1517 1722"><b>"Finance Party"</b> means the Agent, the Arranger, the Bookrunner, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (All terms as defined in the Facilities Agreement, unless otherwise defined herein)</p> <p data-bbox="421 1736 1517 1856"><b>"Fixed Security Asset"</b> means an Asset for the time being comprised within an assignment created by Clause 3 1 (<i>Assignments</i>) or within a mortgage or fixed charge created by Clause 3 2 (<i>Fixed security</i>) or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) or otherwise</p> <p data-bbox="421 1870 1517 1928"><b>"Group"</b> means the Parent and each of its Subsidiaries for the time being and <b>"Group Company"</b> means any of them</p> <p data-bbox="421 1942 1493 1973"><b>"Hedging Agreements"</b> has the meaning given to that term in the Intercreditor 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	<p><b>"Hedge Counterparty"</b> has the meaning given to that term in the Intercreditor Agreement</p> <p><b>"Holding Account"</b> means an account</p> <ul style="list-style-type: none"> <li>(a) held in England by a Group Company with the Agent or Security Agent,</li> <li>(b) identified in a letter between the Company and the Agent as a Holding Account, and</li> <li>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,</li> </ul> <p>as the same may be redesignated, substituted or replaced from time to time</p> <p><b>"Insurance Policy"</b> means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time (but excluding any policy for the benefit of a third party)</p> <p><b>"Intellectual Property"</b> means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights</p> <p><b>"Intellectual Property Rights"</b> in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3.2 (<i>Fixed security</i>)</p> <p><b>"Intercreditor Agreement"</b> means the Intercreditor Agreement as defined in the Facilities Agreement</p> <p><b>"Investments"</b> means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise</p> <p><b>"Land"</b> means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (excluding trade and tenant's fixtures)</p> <p><b>"Mandatory Prepayment Account"</b> means an interest-bearing account</p> <ul style="list-style-type: none"> <li>(a) held in England by a Borrower with the Agent or Security Agent,</li> <li>(b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account,</li> <li>(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and</li> <li>(d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,</li> </ul> <p>(as the same may be redesignated, substituted or replaced from time to time)</p> <p><b>"Material Adverse Effect"</b> means a material adverse effect on</p> <ul style="list-style-type: none"> <li>(a) the business, operations, assets, property or financial condition of the Group (in each case) taken as a whole, or</li> <li>(b) the ability of the Obligors (taken as a whole) to perform their payment obligations</li> </ul>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1050 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="520 472 1513 528">under the Finance Documents and/or the ability of the Company to comply with Clause 23 2 (<i>Financial condition</i>), or</p> <p data-bbox="427 544 1513 651">(c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the material rights or remedies of any Finance Party under any of the Finance Documents</p> <p data-bbox="427 667 1513 723"><b>"Original Borrower"</b> means Regard Midco Limited, a limited liability company incorporated in England and Wales with registered number 7746917</p> <p data-bbox="427 739 1513 795"><b>"Parent"</b> means Regard Holdings Limited, a limited liability company incorporated in England and Wales with registered number 06173337</p> <p data-bbox="427 810 1513 893"><b>"Receivables"</b> in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (<i>Fixed security</i>)</p> <p data-bbox="427 909 1513 992"><b>"Receiver"</b> means a receiver and manager appointed under Clause 16 (<i>Appointment of a Receiver or an Administrator</i>) including (where the context requires or permits) any substituted receiver and manager</p> <p data-bbox="427 1008 1331 1037"><b>"Secured Parties"</b> means each Finance Party and any Receiver or Delegate</p> <p data-bbox="427 1052 1513 1160"><b>"Secured Sums"</b> 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with</p> <p data-bbox="427 1176 1513 1232">(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</p> <p data-bbox="427 1247 1513 1330">(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</p> <p data-bbox="427 1346 1513 1402"><b>"Security"</b> 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 data-bbox="427 1417 1513 1500"><b>"Security Agent"</b> means The Royal Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents</p> <p data-bbox="427 1516 1513 1572"><b>"Specified Investments"</b> means, in relation to the Charging Company, all Investments which at any time</p> <p data-bbox="427 1588 1513 1671">(c) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",</p> <p data-bbox="427 1686 1394 1715">(d) are held in the name of the Security Agent or its nominee or to its order, or</p> <p data-bbox="427 1731 1513 1814">(e) such Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee</p> <p data-bbox="427 1830 999 1859"><b>"Subsidiary"</b> means an entity of which a person</p> <p data-bbox="427 1874 895 1904">(a) has direct or indirect Control, or</p> <p data-bbox="427 1919 1513 1975">(b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or</p> <p data-bbox="427 1991 1513 2020">(c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,</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

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares

# 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

None

### 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Hejra Lorus International LLP.* 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 F3 / Stuart Brinkworth / Louise Coffey

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 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)



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

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

**COMPANY NO. 5271420  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13  
SEPTEMBER 2011 AND CREATED BY HIGHDOWNS  
RESIDENTIAL HOMES LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR  
ANY OF THE BENEFICIARIES 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 23 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 SEPTEMBER  
2011

OX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES