

MG01

Particulars of a mortgage or charge



22/6/10/13

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.

MONDAY



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23/11/2009

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COMPANIES HOUSE

1 Company details

Company number 0 5 3 0 5 8 5 6
Company name in full Helenus Limited (the **Chargor**)

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 d1 d6 m1 m1 y2 y0 y0 y9

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 security agreement (the **Security Agreement**) dated 16 November 2009
between, among others, the Chargor and the Security Trustee (as defined
below).

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 or in any other capacity
whatsoever) of each Obligor to any Finance Party
under each Finance Document to which any Obligor is
a party (the **Secured Liabilities**) (as each such
term is defined in the attached continuation
sheets).

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 Barclays Bank PLC (the **Security Trustee**) as agent

Address and trustee for the Finance Parties

5 The North Colonnade, Canary Wharf, London

Postcode E 1 4 4 B B

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

1. General

(a) All the security created under the Security Agreement:

- (i) was created in favour of the Security Trustee;
- (ii) was created over present and future assets of the Chargor;
- (iii) is security for the payment of all the Secured Liabilities; and
- (iv) was made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:

- (i) the Chargor must notify the Security Trustee promptly upon becoming aware of the same;
- (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
- (iii) unless the Security Trustee otherwise requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement.

(c) The Security Trustee holds the benefit of the Security Agreement on trust for the Finance Parties.

[See continuation sheets]

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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:</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
Commission allowance or discount	Nil	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	<p>Please sign the form here.</p>	
Signature	<p>Signature</p> <p>X <i>Allen & Overy LLP</i> X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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 Paul Sephton

Company name Allen & Overy LLP

Address 40 Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 D U

Country

DX

Telephone +44 203088 4914



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

2. Land

- (a) The Chargor charged by way of first fixed charge all estates or interests in any freehold or leasehold property.
- (b) A reference in this Form MG01 to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3. Investments

- (a) The Chargor charged:
- (i) by way of a first legal mortgage all its shares in Nestor Primecare Services Limited; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.
- (b) The reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend or interest paid or payable in relation to it; and
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

4. Plant and machinery

The Chargor charged by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

5. Insurances

The Chargor charged by way of first fixed charge all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

MG01 - continuation page

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Short particulars

6. Relevant Contracts

The Chargor assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Relevant Contract except to the extent that it is subject to any fixed security created under any other term of the Security Agreement.

7. Intellectual property

The Chargor charged by way of a first fixed charge, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

8. Miscellaneous

The Chargor charged by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above; and
- (e) its uncalled capital.

9. Floating charge

- (a) The Chargor charged by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under the Security Agreement.
- (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Security Trustee in good faith considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

MG01 - continuation page

Particulars of a mortgage or charge

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- (c) The floating charge may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,
- under section 1A Insolvency Act 1986.
- (d) The floating charge will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator.
- (e) The floating charge is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

10. Restrictions on dealings

The Chargor must not:

- (a) create or permit to subsist any Security on any Security Asset; or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Finance Documents.

In this Form MG01:

Accession Letter means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Facility Agreement;

Additional Ancillary Borrower means a company which becomes an Additional Ancillary Borrower in accordance with Clause 25 (Changes to the Obligors) of the Facility Agreement;

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 25 (Changes to the Obligors) of the Facility Agreement;

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with Clause 25 (Changes to the Obligors) of the Facility 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;

Agent means Barclays Bank PLC;

Ancillary Borrower means an Original Ancillary Borrower or an Additional Ancillary Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (Changes to the Obligors) in Facility Agreement;

MG01 - continuation page

Particulars of a mortgage or charge

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Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility;

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (Ancillary Facilities) of the Facility Agreement;

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 6 (Ancillary Facilities) of the Facility Agreement;

Arranger means Barclays Capital and HSBC Bank plc;

BGI Event of Default means an event of default, however described, under a BGI Finance Document;

BGI Finance Document means any document under which a Bond, Guarantee and Indemnity Facility is provided;

Bond, Guarantee and Indemnity Facility means any bond, guarantee and indemnity facility provided by the Lenders up to a maximum aggregate amount of £7,500,000;

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 25 (Changes to the Obligors) of the Facility Agreement;

Commitment means:

- (i) in relation to an Original Lender, the amount set opposite its name under the heading "Commitment" in Part II of Schedule 1 (The Original Parties) of the Facility Agreement and the amount of any other Commitment transferred to it under the Facility Agreement; and
- (ii) in relation to any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement;

Company means Nestor Healthcare Group plc;

Event of Default means:

- (i) a Syndicate Event of Default;
- (ii) a Hedging Event of Default; and
- (iii) a BGI Event of Default;

Facility means any credit facility made available under the Facility Agreement;

Facility Agreement means the £25,000,000 facility agreement dated 29 October 2009 between, among others, the Obligors and the Lenders;

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>Fee Letter means:</p> <ul style="list-style-type: none"> (i) any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Company (or the Agent and the Company) setting out any of the fees referred to in Clause 12 (Fees) of the Facility Agreement; and (ii) any agreement setting out fees payable to a Finance Party referred to in Clause 12.4 (Interest, commission and fees on Ancillary Facilities) of the Facility Agreement or under any other Finance Document; <p>Finance Document means the Facility Agreement, the Intercreditor Agreement, any Fee Letter, any Accession Letter, any Ancillary Document, any BGI Finance Document, any Security Document, any Resignation Letter, the Hedging Letter, any Hedging Agreement, the Mandate Letter and any other document designated as such by the Agent and the Company;</p> <p>Finance Party means the Agent, the Security Trustee, an Arranger, a Lender, a Hedge Counterparty or any Ancillary Lender;</p> <p>Hedge Counterparty means any Lender or Affiliate of a Lender that is a party to or becomes a party to a Hedging Agreement at any time (for the avoidance of doubt, if that party ceases to be a Lender or Affiliate of a Lender it will still be a Hedge Counterparty provided it was a Lender or Affiliate of a Lender at the time it entered into the relevant Hedging Agreement);</p> <p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a hedge counterparty for the purpose of interest rate hedging in relation to the Facility which, at the time that the master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter requires to be hedged;</p> <p>Hedging Letter means the letter dated on or around the date of the Facility Agreement and made between the Agent and the Company describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of, and in relation to, the Facility;</p> <p>Hedging Event of Default means a Termination Event or an Event of Default, as each such term is defined in a Hedging 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 the intercreditor agreement dated 29 October 2009 and made between, among others, the Company, the Obligors, the Security Trustee, the Lenders, and the Arrangers;</p> <p>Lender means:</p> <ul style="list-style-type: none"> (i) any Original Lender; and 	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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- (ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 24 (Changes to the Lenders) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement;

Loan means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan;

Majority Lenders means:

- (i) until the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregate more than 66²/₃% of the Total Commitments (or, if the Total Commitments have been reduced to zero and there are no Loans then outstanding, aggregated more than 66²/₃% of the Total Commitments immediately prior to the reduction); or
- (ii) at any other time, a Lender or Lenders whose participations in the Loans then outstanding aggregate more than 66²/₃% of all the Loans then outstanding;

Mandate Letter means the mandate letter dated 9 October 2009 between, among others, the Company and the Arrangers;

Obligor means a Borrower, an Ancillary Borrower or a Guarantor;

Original Ancillary Borrower means the Chargor, the Company, Nestor Primecare Services Limited (Registered number 01963820), Nestor Healthcare Limited (Registered number 0839132), Primecare Oral Health Services Limited (Registered number 03012467), Goldsborough Homecare and Nursing Services Limited (Registered number 01903989) and Miller Care Services Limited (Registered number 03017119);

Original Borrower means the Company;

Original Guarantor means the Chargor, the Company, Nestor Primecare Services Limited (Registered number 01963820), Nestor Healthcare Limited (Registered number 0839132), Primecare Oral Health Services Limited (Registered number 03012467), Goldsborough Homecare and Nursing Services Limited (Registered number 01903989) and Miller Care Services Limited (Registered number 03017119);

Original Lender means Barclays Bank PLC and HSBC Bank plc;

Party means a party to the Facility Agreement;

Relevant Contract means any agreement to which the Chargor is a party and which the Security Trustee (acting on the instructions of the Majority Lenders acting reasonably) designates a Relevant Contract;

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Resignation Letter means a letter substantially in the form set out in Schedule 8 (Form of Resignation Letter) of the Facility Agreement;

Revolving Facility means the revolving loan facility made available under the Facility Agreement as described in Clause 2.1 (The Facility) of the Facility Agreement;

Security means any security created by the Security Agreement;

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement;

Security Document means

- (i) the Security Agreement; and
- (ii) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents;

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006;

Syndicate Event of Default means any event or circumstances specified as such in Clause 23 (Events of Default) of the Facility Agreement; and

Total Commitments means the aggregate of the Commitments, being £25,000,000 at the date of the Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5305856
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 16
NOVEMBER 2009 AND CREATED BY HELENUS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OGLIGOR TO ANY FINANCE PARTY 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 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 NOVEMBER
2009

plouc



Companies House
— for the record —



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