

MR01

Particulars of a charge

230240 152



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**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 charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record.



A43

\*A2NN2R2B\*

20/12/2013

#1

COMPANIES HOUSE

1

**Company details**

Company number 05778803

Company name in full Mount House (Coach House) Limited

5

For official use

→ **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 date**

Charge creation date 01/08/2013

3

**Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name The Royal Bank of Scotland plc

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

4

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

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

Description

Not applicable

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Hyundai International Ltd.* X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name F3/SJB/BB/35284 02023

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

Country/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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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)



FILE COPY

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

Company number: 5778803

Charge code: 0577 8803 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2013 and created by MOUNT HOUSE (COACH HOUSE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

Given at Companies House, Cardiff on 30th December 2013



**Companies House**



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

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that the Deed of Accession and Charge attached hereto is a true copy of the composite original

Signed Hogan Lovells International LLP

Dated 19/12/2013

Hogan Lovells International LLP  
Atlantic House  
Holborn Viaduct  
London EC1A 2FG

**EXECUTION VERSION**

**Deed of Accession and Charge**

THIS DEED OF ACCESSION AND CHARGE is made on

18 December 2013

**BETWEEN:**

- (1) The companies named in the Schedule (the "**New Chargors**" and each a "**New Chargor**"),
- (2) **Barchester Healthcare Limited** (registered in England and Wales under number 02792285) (the "**Parent**"), and
- (3) **The Royal Bank of Scotland plc** (the "**Lender**")

**WHEREAS:**

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 5 October 2013 between (1) the Chargors and (2) the Lender as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**")
- (B) Each New Chargor has agreed, on the terms contained in the Principal Deed, to charge in favour of the Lender (acting as Lender and trustee for the Beneficiaries), all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

**THIS DEED WITNESSES as follows:**

- 1 **DEFINITIONS AND INTERPRETATION**
  - 1.1 **Incorporation** Words or expressions defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed
- 2 **ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED**
  - 2.1 **Accession:** Each New Chargor agrees to be bound by all the terms of the Principal Deed and to perform all obligations of a Chargor under, and in accordance with, the Principal Deed with effect from the date of this Deed, as if it had been an original party to the Principal Deed as a Chargor
  - 2.2 **Covenant to pay:** Each New Chargor (as primary obligor and not merely as surety) covenants with the Lender that it will, on the Lender's written demand, pay or discharge the Secured Sums when due at the times and in the manner provided in the relevant Finance Documents
  - 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
  - 2.4 **Parent's agreement to the accession:** The Parent (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the accession of each New Chargor
- 3 **FIXED SECURITY**

Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges in favour of the Lender by way of fixed charge

- (a) all Specified Investments which are now its property, including all proceeds of sale derived from them,
- (b) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (c) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (d) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (e) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Lender, 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 this Deed,
- (f) 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, and
- (g) all rights, money or property accruing or payable to it now 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 charged by fixed charge under the foregoing provisions of this Deed

#### 4 CREATION OF FLOATING CHARGE

4.1 Each New Chargor, with full title guarantee, charges to the Lender as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are charged by any fixed charge contained in Clause 3 (*Fixed security*) of this Deed, including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that such New Chargor shall not, create any Security over any such Floating Charge Asset (whether having priority over, or ranking *par passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Floating Charge Asset, and such New Chargor shall not, without the consent of the Lender, sell, transfer, part with or dispose of any such Floating Charge Asset (except as permitted by Clause 24.15 (*Disposals*) of the Facility Agreement)

4.2 The parties agree (without limitation to the general nature of each New Chargor's accession to the Principal Deed contained in Clause 2) that the crystallisation provisions



contained in Clause 4 of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

**5 NEGATIVE PLEDGE AND OTHER RESTRICTIONS**

Without the prior written consent of the Lender, except as specifically permitted by the Facility Agreement, the New Chargor shall not

- (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, license or sub-license, 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

**6 RIGHT OF APPROPRIATION**

6 1 The parties acknowledge and intend that the charges over each New Chargor's Financial Collateral provided under or pursuant to this Deed will each constitute a "security financial collateral arrangement" for the purposes of the Financial Collateral Regulations

6 2 The Lender may, on or at any time after the security constituted by this Deed becomes enforceable in accordance with the terms of the Principal Deed, by notice in writing to the relevant New Chargor appropriate with immediate effect all or any of its Financial Collateral hereby charged which is subject to a security financial collateral arrangement (within the meaning of the Financial Collateral Regulations) and apply it in or towards the discharge of the Secured Sums, whether such Assets are held by the Lender or otherwise

6 3 The value of any Financial Collateral appropriated under Clause 6 2 shall be

- (a) in the case of cash, its face value at the time of appropriation, and
- (b) in the case of financial instruments or other financial collateral, their market value at the time of appropriation as determined (after appropriation) by the Lender by reference to a public index or other applicable generally recognised price source or such other process as the Lender may reasonably select, including a valuation carried out by an independent firm of accountants or valuers appointed by the Lender,

as converted, where necessary, into sterling at a market rate of exchange prevailing at the time of appropriation selected by the Lender

6 4 The Lender will account to each New Chargor for any amount by which the value of the appropriated Assets exceeds the Secured Sums and each New Chargor shall remain liable to the Lender for any amount by which the value of the appropriated Assets is less than the Secured Sums

6 5 The New Chargor agrees that the method of valuing such Financial Collateral under Clause 6 3 is commercially reasonable

**7 POWER OF ATTORNEY**

7 1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Lender and separately any nominee and/or any Receiver to be its attorney (with full power

to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise (whether or not a Receiver or administrator has been appointed) to

- (a) do anything which that New Chargor is obliged to do (but has not done within 5 Business Days of being notified by the Lender of such failure and being requested to comply) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,
- (b) enable the Lender or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it

7 2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do (acting lawfully) pursuant to its appointment under this clause (except in the case of gross negligence or wilful misconduct)

7 3 **Sums recoverable:** All sums expended by the Lender or any Receiver under this clause shall be recoverable from each New Chargor under Clause 18 (*Costs and Expenses*) and Clause 19 (*Other Indemnities*) of the Intercreditor Agreement.

#### 8 NOTICES

All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 31 (*Notices*) of the Principal Deed. The address of each New Chargor for service is set out in the Schedule

#### 9 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document

#### 10 GOVERNING LAW

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law

#### 11 ENFORCEMENT

##### 11 1 Jurisdiction

- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor
- (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England) If any Chargor raises a counter-claim in the context of proceedings

commenced by one or more of the Beneficiaries, that Chargor shall bring such counter-claim before the court seized of the Beneficiary's claim and no other court

- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude any Beneficiary from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

## **12 FINANCE DOCUMENT**

This Deed is a Finance Document

**THIS DEED OF ACCESSION AND CHARGE** has been executed by each New Chargor and the Parent as a deed and signed by the Lender and it has been delivered and shall take effect on the date stated at the beginning of this document

**Schedule**  
**New Chargors**

	<b>Name of New Chargor</b>	<b>Country of incorporation and company number</b>	<b>Registered Address and Notice Details</b>
1	Barchester Assisted Living Properties (Chacombe) Limited	England 01795494	Suite 201 Second Floor Design Centre East Chelsea Harbour London SW10 0XF  Fax +44(0)845 125 8623  Attention The Board of Directors
2	Gorseway Care Limited	England 03493611	Suite 201 Second Floor Design Centre East Chelsea Harbour London SW10 0XF  Fax +44(0)845 125 8623  Attention The Board of Directors
3	Barchester Assisted Living Properties (Gorseway) Limited	England 03442590	Suite 201 Second Floor Design Centre East Chelsea Harbour London SW10 0XF  Fax +44(0)845 125 8623  Attention The Board of Directors
4	Mount House (Coach House) Limited	England 05778803	Suite 201 Second Floor Design Centre East Chelsea Harbour London SW10 0XF  Fax +44(0)845 125 8623  Attention The Board of Directors

Execution pages

THE NEW CHARGORS

Executed as a deed by **Barchester**  
**Assisted Living Properties**  
**(Chacombe) Limited** (pursuant to a  
resolution of its Board of Directors)  
acting by David Duncan  
Director

)  
)  
)  
)  
)  
)  
)

in the presence of

Witness' signature

Witness' name *Jenny Supran*

Witness' address *Suite 202, Design Centre East, Chelsea Harbour London SW10 0XF*

Witness' occupation *Company Secretarial Assistant*

Executed as a deed by **Gorseway**  
**Care Limited** (pursuant to a resolution  
of its Board of Directors) acting  
by David Duncan  
Director

)  
)  
)  
)  
)  
)  
)

in the presence of

Witness' signature

Witness' name *Jenny Supran*

Witness' address *Suite 202, Design Centre East, Chelsea Harbour, London SW10 0XF*

Witness' occupation *Company Secretarial Assistant*

Executed as a deed by **Barchester**  
**Assisted Living Properties**  
**(Gorseway) Limited** (pursuant to a  
resolution of its Board of Directors)  
acting by David Duncan  
Director

)  
)  
)  
)  
)  
)  
)

in the presence of

Witness' signature

Witness' name JENNY SUPRANI

Witness' address SUITE 201, DESIGN CENTRE EAST, CHELSEA HARBOUR, LONDON, SW10 0XF

Witness' occupation Company Secretarial Assistant

Executed as a deed by Mount House  
(Coach House) Limited (pursuant to a  
resolution of its Board of Directors)  
acting by David Duncan  
Director

)  
)  
)  
)  
)

in the presence of

Witness' signature

Witness' name JENNY SUPRANI

Witness' address SUITE 201, DESIGN CENTRE EAST, CHELSEA HARBOUR, LONDON, SW10 0XF

Witness' occupation Company Secretarial Assistant

#### THE PARENT

Executed as a deed by Barchester  
Healthcare Limited (pursuant to a  
resolution of its Board of Directors)  
acting by David Duncan  
Director

)  
)  
)  
)  
)

in the presence of

Witness' signature

Witness' name JENNY SUPRANI

Witness' address SUITE 201, DESIGN CENTRE EAST, CHELSEA HARBOUR, LONDON SW10 0XF

Witness' occupation Company Secretarial Assistant

**THE LENDER**

The Royal Bank of Scotland plc

By *IAN BURGESS, SENIOR DIRECTOR, SFC*

Date 18 December 2013