

MG01

Particulars of a mortgage or charge

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LASERFORM

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 company. To do this, please use form MG01s.

TUESDAY



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05/01/2010

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COMPANIES HOUSE

1

Company details

Company number

0 5 8 2 0 9 1 9

Company name in full

Lighthouse Healthcare Limited (the "Chargor")

b

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

d2 d2 m1 m2 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

Debenture

4

Amount secured

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

Amount secured

Any obligation and liability whatsoever for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges on a full indemnity basis covenanted to be paid or discharged by the Chargor to the Security Trustee for the Secured Finance Parties (the "Secured Liabilities").

Continuation page

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

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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 Bank of Scotland PLC (the "Security Trustee")

Address The Mound, Edinburgh

Postcode E H 1 1 Y Z

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

1.1 Creation of fixed security

1.1.1 The Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, charged to the Security Trustee:

- (a) subject to clause 3.6 (*Lessor's consent*) of the Debenture, by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry being (i) Church Close House, Chesterfield Road, Alfreton, DE55 7DT registered at the Land Registry with title number DY428532, (ii) 411 Newark Road, North Hykeham, LN6 9SP registered at the Land Registry with title number LL71358 and (iii) Ballington House, Westfields, Leek, ST13 5LP registered at the Land Registry with title number SF541766 (each "a Property");
- (b) subject to clause 3.6 (*Lessor's consent*) of the Debenture, by way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry;
- (c) by way of fixed charge:
 - (i) subject to clause 3.6 (*Lessor's consent*) of the Debenture, all other Land which is now, or in the future becomes, its property;
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it;
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this paragraph 1.1.1;
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;

see continuation sheet

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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

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X

Eversheds LLP

X

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

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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 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 **Alistair Hardie**

Company name **Eversheds LLP**

Address **115 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 A L**

Country

DX **DX 13004 Birmingham**

Telephone **0845 497 9797**



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

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Short particulars

- (v) all Specified Investment Securities which are now, or in the future become, its property;
- (vi) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities;
- (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities;
- (viii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Trustee, 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 including any refund of premiums);
- (ix) all its goodwill and uncalled capital for the time being;
- (x) all trade debts now or in the future owing to it and all proceeds thereof and the benefit of all rights relating thereto;
- (xi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xii) the benefit of all agreements, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;
- (xiii) all its interests and rights (if any) now or in the future in or to any pension fund;
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge 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 paragraph 1.1;
- (xv) 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; and
- (xvi) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case now or in the future held by it (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;

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- (xvii) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation by or on its behalf in any part of the world of any such rights as are referred to in paragraph (xvi) above but owned by others;
- (xviii) all its rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- (xix) subject to clause 3.6 (*Lessor's consent*) of the Debenture, the Lease Documents.

1.2 Creation of floating charge

The Chargor, with full title guarantee, charged to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in paragraph 1.1 (*Creation of fixed security*) above including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Debenture provided that the Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 10 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents.

1.3 Assignment

1.3.1 The Chargor with full title guarantee and by way of fixed charge assigned absolutely in favour of the Security Trustee (subject to the right of the Chargor to redeem such assignment upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Chargor in and to any Hedging Documents entered into by the Chargor.

1.3.2 To the extent that any such right, title and interest as is referred to in paragraph 1.3.1 is not assignable or capable of assignment, the assignment thereof purported to be effected by such paragraph shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

See continuation sheet for defined terms.

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Definitions

"Agent" means Bank of Scotland PLC

"Arranger" means Bank of Scotland PLC

"Asset" means all the Chargor's undertaking, property, assets, revenues and rights of every description, or any part of them.

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 to the Debenture.

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

"Facility Agreement" means the facility agreement dated 19 October 2007 between the Chargor, the companies listed in Part 1 of Schedule 1 thereto (as Original Guarantors), Bank of Scotland PLC (as Agent, Arranger, Original Lender and Security Trustee) and the Hedging Counterparty as amended and restated pursuant to an amendment and restatement deed dated 22 December 2009 (as amended from time to time).

"Finance Documents" means the Facility Agreement, the Debenture, any Deed of Accession and Charge, the Subordination Deed and the Intercreditor Deed and each Hedging Document and any other documents designated as such by the Agent and the Chargor and "Finance Document" means any of them.

"Fixed Charge Asset" means an Asset for the time being comprised within a mortgage or fixed charge created by paragraph 1.1 above (Creation of Fixed Security).

"Group" means the Chargor and its Subsidiaries from time to time.

"Hedging Arrangements" means any interest hedging arrangements entered into or maintained by the Chargor and the Hedging Counterparty.

"Hedging Counterparty" means Bank of Scotland PLC (acting through its Treasury Division) or any Lender that becomes counterparty to any Hedging Arrangement.

"Hedging Documents" means any document between the Chargor and the Hedging Counterparty relating to Hedging Arrangements.

"Intercreditor Deed" means the deed between amongst others the Agent and the Mezzanine Lenders dated 19 October 2007.

see continuation sheet for further definitions.

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Definitions

"Investment Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 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 Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise.

"Land" 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 (including trade and tenant's fixtures).

"Lease Documents" means any lease or agreement for lease in respect of the whole or any part of a Property and which is granted or entered into by a member of the Group.

"Lenders" means Bank of Scotland PLC and any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 24 (*Changes to the Lenders*) of the Facility Agreement and which in each case has not ceased to be a party to the Facility Agreement.

"Mezzanine Lenders" means Alcentra Mezzanine No. 1 Fund LP, Alcentra Mezzanine QPAM Fund LP and Shiofra 1 S.a.r.l.

"Relevant System" has the meaning given to that term by the Uncertified Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities.

"Secured Finance Parties" means the Agent, the Arranger, the Security Trustee, the Lenders and the Hedging Counterparty and their respective successors and assigns.

"Specified Investment Securities" means, in relation to the Chargor, all Investment Securities (a) which at the date of the Debenture or in the future represent a holding in a Subsidiary of the Chargor or an undertaking which is its subsidiary undertaking; (b) which are at the date of the Debenture or in the future held in the name of the Security Trustee or its nominee or to its order or (c) the certificates for which are at the date of the Debenture or in the future deposited by the Chargor with the Security Trustee or which, if uncertificated, are held in escrow or other account in favour of the Security Trustee or its nominee.

see continuation sheet for further definitions.

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"Subordination Deed" means the deed between amongst others the Agent, the Mezzanine Lenders and Wolvercote Investments Limited and The Charter Trust Company Limited dated 19 October 2007.

"Subsidiary" means (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and (b) unless the context otherwise requires a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5820919
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2009 AND CREATED BY LIGHTHOUSE
HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO BANK OF
SCOTLAND PLC (THE SECURITY TRUSTEE) FOR THE SECURED
FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 5 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2010**

Q.J.H.



Companies House
— for the record —



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