

# MG01

## Particulars of a mortgage or charge



**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

SG1533-13



**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 company. To do this, please use form MG01s

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17/09/2010

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COMPANIES HOUSE

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### Company details

Company number

0 6 2 3 7 9 3 9

Company name in full

Signature at Loxley Park (Operations) Limited (the "**Company**")

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

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### Date of creation of charge

Date of creation

d1 d3 m0 m9 y2 y0 y1 y0

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 dated 13 September 2010 between (1) the Company and (2) Signature at Loxley Park (Property) Limited (the "**Secured Party**") (the "**Debenture**")

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### Amount secured

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

Amount secured

Please see continuation page

**Continuation page**

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

## MG01 - continuation page

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### Amount secured

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

Amount secured

1 **Secured Liabilities**

The Company has covenanted that it will on demand of the Secured Party pay and discharge any or all of the Secured Liabilities when due

2 **Interest**

The Company has covenanted to pay interest to the Secured Party upon any sum demanded in accordance with Clause 3.1 of the Debenture (paragraph 1 above) until payment (both before and after any judgment) at two per cent above the rate applicable to that sum immediately before demand

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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

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

Name Signature at Loxley Park (Property) Limited

Address 5 Godalming Business Centre, Woolsack Way

Godalming, Surrey

Postcode G U 7 1 X W

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

Please see continuation pages

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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# **1 CHARGES**

## **1 1 Mortgages and Fixed Charges**

As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee has charged to the Secured Party all their right, title and interest from time to time in each of the following assets -

1 1 1 by way of legal mortgage all Land which is described in Schedule 1 of the Debenture, which comprises the registered leasehold title(s) to be created under the terms of the Lease out of all those premises known as Loxley Park, Loxley Road, Loxley, Sheffield, S6 4TF and registered at the Land Registry under title numbers SYK401233, SYK347311, SYK342555 and SYK357626, and all other Land vested in the Company at the date of the Debenture,

1 1 2 by way of fixed charge all other Land vested in the Company at the date of the Debenture (to the extent not effectively charged by Clause 4 1 1 of the Debenture (paragraph 1 1 1 above) and all Land acquired by the Company after the date of the Debenture,

1 1 3 by way of fixed charge -

- (a) the Securities,
- (b) the Intellectual Property,
- (c) the Monetary Claims,
- (d) the Fixed Plant and Equipment,
- (e) the Loose Plant and Equipment,
- (f) the Accounts,
- (g) the Insurances,
- (h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and
- (i) its goodwill and uncalled capital at the date of the Debenture and thereafter

## **1 2 Floating Charge**

As continuing security for payment of the Secured Liabilities, the Company with full title guarantee has charged by way of floating charge the whole of the Company's undertaking and assets, at the date of the Debenture and thereafter and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland

## **1 3 Trust**

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company shall hold it on trust for the Secured Party

**1 4 Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture

**2 RESTRICTIONS ON DEALING**

**2 1 Negative Pledge**

The Company has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except pursuant to the First Ranking Debenture or as expressly permitted under the terms of the Lease Documents

**3 PROTECTION OF THE SECURED PARTY AND ANY RECEIVER**

**Indemnity**

The Company has agreed that it shall indemnify and keep indemnified the Secured Party, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which they may suffer or incur arising in any way out of the taking or holding of the Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to the Debenture or the Charged Property

**4 MISCELLANEOUS PROVISIONS**

**Costs, charges and expenses**

All costs, charges and expenses incurred or paid by the Secured Party or by the Receiver in the exercise of any power or right given by the Debenture or in relation to any consent requested by the Company, or in perfecting or otherwise in connection with the Debenture, the other Lease Documents or the Charged Property, all sums recoverable under Clause 16 of the Debenture (*Protection of the Secured Party and any Receiver*) and all costs of the Secured Party (on an indemnity basis) of all proceedings for the enforcement of the Debenture or for obtaining payment of moneys by the Debenture secured, shall be recoverable from the Company as debts and shall bear interest until payment at the rate of two per cent

Terms used in this form MG01 are defined as follows -

**"Account"** means any account opened or maintained by the Company at any bank or financial institution,

**"Charged Property"** means all the assets and undertaking of the Company which from time to time are, or purport to be, the subject of the security created in favour of the Secured Party by or pursuant to the Debenture,

**"Enforcement Action"** means -

- (a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand,

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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- (b) the taking of any steps to enforce or require the enforcement of the Debenture (including the crystallisation of any floating charge),
- (c) the making of any demand against the Company in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities,
- (d) the exercise of any right of set-off against the Company in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Company's clearing bank,
- (e) the suing for, commencing or joining of any legal or arbitration proceedings against the Company to recover any Secured Liabilities, or
- (f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Company,

**"Enforcement Date"** means the date on which the Secured Party first takes Enforcement Action,

**"First Ranking Debenture"** means -

- (a) the debenture dated 30 August 2007 granted in favour of The Royal Bank of Scotland PLC, and
- (b) any other debenture or other security document granted after the date of the Debenture which is expressed to be first ranking under the terms of a Priority Agreement,

in each case, until such security has been discharged

**"Fixed Plant and Equipment"** means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,

**"Fixtures"** means all things of any kind now or at any time affixed to the Land for any purpose, including, without limitation, trade and tenants fixtures,

**"Insurances"** means any policy of insurance or assurance in which the Company has an interest and all claims and rebates of premium under any such policy,

**"Intellectual Property"** means any of the following in which the Company has an interest -

- (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,
- (b) any invention, copyright, design right or performance right,
- (c) any trade secrets, know-how and confidential information, and
- (d) the benefit of any agreement or licence for the use of any such right,

**"Land"** means any estate (including the Premises), right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings

in accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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and Fixtures on the Land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "**Land**" excludes heritable property situated in Scotland,

"**Lease**" means a lease dated the same date as the Debenture entered into between the Secured Party, the Company and Signature at Loxley Park (Homecare) Limited relating to the Premises,

"**Lease Documents**" means -

- (c) the Lease,
- (d) any document ancillary to the Lease, and
- (e) any document designated as a Lease Document by the Secured Party and the Company,

"**Loose Plant and Equipment**" means, in relation to the Company, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment,

"**Monetary Claims**" means all book and other debts and monetary claims owing to the Company at the date of the Debenture or in the future (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

"**Premises**" means Loxley Park, Loxley Road, Sheffield, S6 4TF,

"**Priority Agreement**" means any priority agreement entered into by the Secured Party and a third party creditor of the Company,

"**Receiver**" means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property,

"**Related Rights**" means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and
- (d) any moneys and proceeds paid or payable in respect of that Charged Property,

"**Secured Liabilities**" means all liabilities and obligations of the Company to the Secured Party at the date of the Debenture and thereafter (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Secured Party was the original creditor in respect thereof) under the Lease Documents including without limitation interest, commission, costs, charges and expenses charged by the Secured Party at rates agreed between it and the Company from time to time,

"**Security**" means a mortgage, charge, pledge, lien or any other security interest securing any

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obligation of any person or any other agreement or arrangement having a similar effect, and

**"Securities"** means all the right, title and interest of the Company at the date of the Debenture or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Pincent Masens UP* X

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

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## 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 HK04 642183.07001 23510384

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 A B

Country England

DX 26440 Leeds 28

Telephone 0113 244 5000



### 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. 6237939  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13  
SEPTEMBER 2010 AND CREATED BY SIGNATURE AT LOXLEY  
PARK (OPERATIONS) LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO  
SIGNATURE AT LOXLEY PARK (PROPERTY) LIMITED 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 17 SEPTEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER  
2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES