

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.

THURSDAY



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31/12/2009

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COMPANIES HOUSE

1

**Company details**

Company number

0 6 6 2 4 6 6 0

Company name in full

Seven Stars Care 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

2 4 1 2 2 0 0 9

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 fixed and floating charge debenture dated 24 December 2009 (the "Debenture") entered into by the Chargor in favour of the Royal Bank of Scotland plc as the bank (the "Bank").

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, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Borrower or by some other person) of the Borrower to the Bank under each of the Finance Documents (the "Secured Obligations").

Please refer to the continuation sheet in respect of this section 4 of this form MG01 for definitions of capitalised terms not otherwise defined in this form MG01.

**Continuation page**

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

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>"Borrower" means the Chargor in its capacity as borrower under the Facility Letter;</p> <p>"Facility Letter" means the facility letter dated 4 December 2009 between Barchester Properties Construction Limited and the Bank (as novated to the Borrower pursuant to the Novation Deed and as further amended, varied, novated or supplemented from time to time);</p> <p>"Finance Documents" means each of the Facility Letter, the Debenture, the Subordination Agreement, any Share Charge, any Legal Charge Document and any other document designated as such by the Bank and the Borrower;</p> <p>"Legal Charge" means the legal charge dated 24 December 2009 granted by the Borrower in favour of the Bank;</p> <p>"Legal Charge Document" means each legal charge, including but not limited to the Legal Charge, entered into or to be entered into by the Borrower in favour of the Bank which is supplemental to the Debenture;</p> <p>"Novation Deed" means the novation deed dated 24 December 2009 between the Borrower as new borrower, Barchester Properties Construction Limited as existing borrower, Barchester New Opco Limited as junior creditor and the Bank;</p> <p>"Parent" means Barchester Acquisitions Holdings Limited (registered in England and Wales number 07095593);</p> <p>"Share Charge" means any share charge entered into or to be entered into by the Parent in favour of the Bank;</p> <p>"Subordination Agreement" means the subordination agreement dated 4 December 2009 between Barchester Properties Construction Limited as debtor, the Junior Creditors (as defined therein) and the Bank (as novated to the Borrower pursuant to the Novation Deed).</p>	

**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 The Royal Bank of Scotland plc

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R 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

**a) Mortgage:**

The Borrower charged with full title guarantee in favour of the Bank, with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property.

**b) Assignment by way of Security**

The Borrower assigned absolutely with full title guarantee to the Bank (to the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3.1 of the Debenture as described in paragraph (a) above) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets:

(i) the Sale Agreement, the deed of assignment of the Sale Agreement and any other agreements, contracts, deeds, leases, licenses, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Borrower in respect of the Real Property;

(ii) any Rental Income and all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of any Real Property and the right to make demand for and receive the same;

(iii) any Insurance Policies and all proceeds paid or payable thereunder;

Please refer to the continuation sheets in respect of this section 6 of this form MG01 for continued particulars of the property mortgaged or charged and definitions of capitalised terms not otherwise defined in this form MG01.

# 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

This continuation sheet (the "**First Continuation Sheet**") continues from section 6 of the form MG01 in respect of the Debenture.

(iv) the Development Documents, Required Consents, each Lease and agreement for Lease permitted under the Facility Letter and all rights under each Development Document;

(v) any collateral warranties in relation to the Property or the Development and all proceeds paid or payable thereunder; and

(vi) any document, agreement or confirmation evidencing any Hedge with a counterparty that is not the Bank and all proceeds paid or payable thereunder.

#### c) Fixed Charges

The Borrower charged with full title guarantee in favour of the Bank (to the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3.1 of the Debenture as described in paragraph (a) above or assigned pursuant to clause 3.2 of the Debenture as described in paragraph (b) above) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets:

(i) the Real Property and all Related Rights;

(ii) the General Account and Proceeds Account;

(iii) each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby;

(iv) any document, agreement or confirmation evidencing any Hedge with the Bank as counterparty and all proceeds paid or payable thereunder, each of its present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights;

(v) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;

(vi) patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights;

Please refer to the Second Continuation Sheet.

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>This continuation sheet (the "<b>Second Continuation Sheet</b>") continues from the First Continuation Sheet.</p> <p>(vii) plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Borrower's stock in trade or work in progress) and all Related Rights;</p> <p>(viii) goodwill and rights and claims in relation to its uncalled share capital;</p> <p>(ix) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;</p> <p>(x) stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Borrower and all Related Rights (howsoever derived); and</p> <p>(xi) each of the assets which are specified in clause 3.2 of the Debenture as described in paragraph (b) above.</p> <p><b>d) Floating Charge</b></p> <p>(i) The Borrower has charged, with full title guarantee in favour of the Bank, with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Borrower;</p> <p>(ii) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (i) above.</p> <p><b>e) Additional Information</b></p> <p>The Debenture and Facility Letter contain:</p> <p>(i) restrictions on the ability of the Chargor to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets; and</p> <p>(ii) a covenant for further assurances.</p> <p><b>"Charged Assets"</b> means each of the assets and undertaking of the Borrower which from time to time are the subject of any Security created or expressed to be created by it in favour of the Bank by or pursuant to the Debenture and any Legal Charge Document;</p> <p>Please refer to the Third Continuation Sheet.</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>This continuation sheet (the "<b>Third Continuation Sheet</b>") continues from the Second Continuation Sheet.</p> <p><b>"Development"</b> means the development of the Property for the provision of care home accommodation together with ancillary uses including, without limitation, all demolition and clearance operations, all excavations, building and other construction work and all associated drainage and infrastructure works for the comprehensive development of the Property in accordance with the relevant Development Documents, the Required Consents and the provisions of the Facility Letter;</p> <p><b>"Development Documents"</b> means, in relation to the Development, each building contract, development management agreement, trade contract, consultant appointment, collateral warranty, specification, Required Consent, Lease and any other document designated as such in writing by the Bank and the Borrower under the Facility Letter;</p> <p><b>"General Account"</b> means the account maintained by the Borrower with the Bank, account name "Seven Stars Care Limited" (or any replacement account or sub-accounts maintained for the purposes of clause 13 of the Facility Letter);</p> <p><b>"Hedge"</b> means any interest rate swap, currency swap, forward foreign exchange transaction, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;</p> <p><b>"Insurance Policy"</b> means any policy of insurance or insurance in which the Borrower may at any time have an interest in accordance with clause 14.7 of the Facility Letter;</p> <p><b>"Lease"</b> means any present or future lease, underlease, sub-lease, licence, agreement, option, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of any freehold or leasehold property or any part of it;</p> <p><b>"Mortgaged Property"</b> means the freehold and leasehold property specified in the schedule to each Legal Charge Document, including but not limited to the freehold property specified in the schedule to the Legal Charge being the land to the rear of 527, 531, 533, 535, 537, 539 and 541 Bath Road, Saltford, Bristol BS31 3JG being the whole of the land comprised in title numbers ST254328 and ST260506 and part of the land comprised in title numbers ST261433 and AV185715 as shown edged red on the plan annexed thereto (the "<b>Saltford Property</b>") ;</p> <p>Please refer to the Fourth Continuation Sheet.</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>This continuation sheet (the "<b>Fourth Continuation Sheet</b>") continues from the Third Continuation Sheet.</p> <p><b>"Proceeds Account"</b> means the account opened or to be opened by the Borrower with the Bank in accordance with clause 13.2 of the Facility Letter, account name "Seven Stars Care Limited - Proceeds Account" (or any replacement account or sub-accounts maintained for the purposes of clause 13 of the Facility Letter);</p> <p><b>"Property"</b> means each of:</p> <p>(a) the Mortgaged Property;</p> <p>(b) any other present or future freehold and leasehold property in which the Borrower has an interest;</p> <p><b>"Real Property"</b> means (including as provided in clause 1.7 of the Debenture) the Mortgaged Property and any present or future freehold or leasehold property in which the Borrower has an interest;</p> <p><b>"Related Rights"</b> means, in relation to any asset:</p> <p>(a) the proceeds of sale of any part of that asset;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and</p> <p>(d) any moneys and proceeds paid or payable in respect of that asset;</p> <p><b>"Rental Income"</b> means all sums paid or payable to or for the benefit of the Borrower arising from the letting, use or occupation of any Property;</p> <p><b>"Required Consents"</b> means all planning permissions required for the Development and all approvals of reserved matters or details required thereunder and all other consents, licences, approvals and certificates under any planning legislation, building regulations, fire safety orders and any other statute or bye-law of any relevant authority and which are necessary for the carrying out, completion and occupation of the Development;</p> <p><b>"Sale Agreement"</b> means the agreement for the sale of the Saltford Property dated 16 July 2008 between Newleaze Homes Limited as seller, Barchester Propco Two Limited as buyer and Original Construction Limited, Softromech Limited and ST8 (Bath) Limited as adjoining owners (as amended, varied, novated or supplemented from time to time);</p> <p>Please refer to the Fifth Continuation Sheet.</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

This continuation sheet (the "**Fifth Continuation Sheet**") continues from the Fourth Continuation Sheet.

**"Security"** 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;

**"VAT"** means value added tax as imposed by the Value Added Tax Act 1994 and legislation and regulations supplemental thereto and includes any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere from time to time.

Capitalised terms not otherwise defined in this section 6 of this form MG01 shall have the meaning given to them elsewhere in this form MG01.



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## 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

### 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 *Clippord Chance LLP* 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 Peter Boulle/907093/7040461434

Company name Clifford Chance LLP

Address 10 Upper Bank Street

via CH London Counter

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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](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 MORTGAGE OR CHARGE**

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

**COMPANY NO. 6624660  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24  
DECEMBER 2009 AND CREATED BY SEVEN STARS CARE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE BORROWER TO THE ROYAL BANK OF  
SCOTLAND PLC 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 31 DECEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2010

*DX. Selb.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES