

MG01

Particulars of a mortgage or charge

167584/143

IRIS 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



A24YRA5T

A05

26/03/2013

#55

COMPANIES HOUSE

1

Company details

Company number

0 6 8 8 1 9 9 7

Company name in full

Orchard Care Homes Com (6) Limited

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 d8 m0 m3 y2 y0 y1 y3

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

The debenture dated 18 March 2013 between Orchard Care Homes Com (6)
Limited (the "**Chargor**") and Halifax Pension Nominees Limited (the
"**Chargee**") (the "**Debenture**")

4

Amount secured

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

Amount secured

The Chargor covenanted with the Chargee that it
will on demand pay and discharge the Secured
Liabilities when they become due and payable

Whereas

"**Secured Liabilities**" means all present and future
moneys, obligations and liabilities owed by the
Chargor to the Chargee pursuant to the Leases and
the Debenture whether actual or contingent and
whether owed jointly or severally, as principal or
surety and/or in any other capacity

[Please refer to MG01 Continuation Page]

Continuation page

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

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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

Name Halifax Pension Nominees Limited
Address Trinity Road, Halifax, West Yorkshire

Postcode H X 1 2 R G

Name

Address

Postcode

Continuation page

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

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

As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee.

(a) charged to the Chargee, by way of legal mortgage, the Property,

[Please refer to MG01 Continuation Page]

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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 870).

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 866). 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 Forsters 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 Jennifer Corbett

Company name Forsters LLP

Address 31 Hill Street

London

Post town London

County/Region

Postcode W 1 J S L S

Country

DX 82988 Mayfair

Telephone 02078638528



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 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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Amount secured

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

Amount secured

"Leases" means any lease from the date of the Debenture or at any time thereafter entered into between the Chargor and the Chargee or that has been assigned or transferred to the Chargor by Orchard Care Homes. Com Limited in respect of a Property or Properties as the same maybe varied from time to time; and

"Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, from the date of the Debenture or at any time hereafter (and from time to time) owned by the Chargor or in which the Chargor holds an interest including the Property in the Schedule (Property), and **"Property"** means any of them

Schedule- Property

Penwortham Lodge, Martinfield Road, Penwortham PR1 9HL (Title Number LAN62580)

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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>(b) charged to the Chargee, by way of fixed charge</p> <p>(1) all Properties currently owned or thereafter acquired by the Chargor,</p> <p>(11) all present and future interests of the Chargor not effectively mortgaged or charged under the provisions of this Clause 3 in or over freehold or leasehold property,</p> <p>(111) all present and future interests in and rights, licences, guarantees, Rent, deposits, contracts (including the Care Contracts), covenants and warranties relating to the Properties in each case from the date of the Debenture or at any time thereafter owned or held by the Chargor including all of the Chargor's rights, entitlements and claims against third parties arising directly or indirectly and solely out of or in connection with the operation of the Chargor's business or the Charged Assets including rights under any warranties, conditions, guarantees or indemnities or under the Sale of Goods Act 1979,</p> <p>(1v) all present and future goodwill, custom and connection of the Chargor and all uncalled capital for the time being of the Chargor;</p> <p>(v) Equipment,</p> <p>(vi) Intellectual Property and Other Business Materials,</p> <p>(vii) Investments,</p> <p>(viii) Other Rights,</p> <p>(ix) Debts, and</p> <p>(x) all monies from time to time standing to the credit of its Accounts,</p> <p>(c) assigned to the Chargee by way of fixed charge all right, title and interest of the Chargor in and to the Insurance Policies and the Rent,</p> <p>(d) charged to the Chargee, by way of floating charge, all the undertaking, property, assets and rights of the Chargor at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3 1 (a) to 3 1 (c) inclusive</p> <p>The Chargor covenanted with the Chargee that the Chargor will not at any time, except with the prior written consent of the Chargee</p> <p>(a) create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than the Debenture,</p> <p>(b) sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession of or otherwise dispose of) all or any part of the Charged Assets or of the</p>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

equity of redemption of any such Charged Assets or any interest in any such Charged Assets except (in the case of the Charged Assets charged by way of floating charge) in the ordinary course of the Chargor's business and for the purpose of carrying on that business, or

(c) create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party

Whereas

"Accounts" means all bank accounts and all moneys standing to the credit (including any interest thereon) of such accounts and rights in relation thereto, with any bank, financial institution or other person in any jurisdiction from the date of the Debenture or at any time thereafter (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest,

"Care Contracts" means all contracts, arrangements, licences and other commitments wholly relating to the business of the Chargor including the Resident Contracts and the Local Authority Contracts and entered into on or before, and which remain to be performed by any party to them in whole or in part, the date of the Debenture,

"Charged Assets" means all the assets for the time being subject to the security interests created by the Debenture (and references to the Charged Assets include references to any part of it),

"Debts" means all book debts, other debts, receivables and liabilities of any kind whatsoever from the date of the Debenture or at any time thereafter (and from time to time) due, owing or payable to the Chargor, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the same and all bills of exchange, promissory notes and other negotiable instruments for the time being owned or held by the Chargor,

"Equipment" means all equipment, plant, machinery, tools, vehicles, stock in trade, furniture, utensils, tooling, implements, chattels, equipment, desktop computers, spare parts and other tangible moveable property and from the date of the Debenture or at any time thereafter (and from time to time) owned by the Chargor, and any part thereof, together with all spare parts, replacements, modifications and additions thereto,

"Insurance Policies" means all contracts and policies of insurance or assurance (including any insurance relating to the Properties or the Equipment) and all moneys payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, from the date of the Debenture or at any time thereafter (and from time to time) owned or taken

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>out by the Chargor or in which the Chargor has an interest,</p> <p>"Intellectual Property" means any present or future rights or interests in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know-how, techniques and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights, in each case, from the date of the Debenture or at any time thereafter (and from time to time) owned or held by the Chargor or in which the Chargor has an interest,</p> <p>"Investments" means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) from the date of the Debenture or at any time thereafter (and from time to time) owned (at law or in equity) by the Chargor, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p>"Local Authority Contracts" means all local authority residency contracts,</p> <p>"Other Business Materials" means</p> <p>(a) all information (whether confidential or not and in whatever form held) which relates wholly and exclusively to the business of the Chargor,</p> <p>(b) all computer hardware (including network and telecommunications equipment) and software (including associated preparatory materials, user manuals and other related documentation) owned, used, leased or licensed solely by or wholly in relation to the business of the Chargor, and</p> <p>(c) all books, accounts (including VAT records and returns), lists of customers and suppliers and all other documents, papers and records relating to the business of the Chargor or any of the Charged Assets,</p> <p>from the date of the Debenture or at any time thereafter (and from time to time) owned or held by the Chargor or in which the Chargor has an interest</p> <p>"Other Rights" means the benefit of all agreements, licences, consents and authorisations relating to the business of the Chargor or any Charged Assets and the right to recover and receive all compensation which may be payable in respect of them, in each case, from the date of the Debenture or at any time thereafter (and from time to time) owned or held by the</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Chargor or in which the Chargor has an interest,

"**Rent**" means the aggregate of all amounts (including rent and all other sums) payable to or for the account of the Chargor in connection with the letting of all or part of the Properties,

"**Resident Contracts**" means all contracts for the provision of care home services, and

"**Security Interest**" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6881997
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 18 MARCH
2013 AND CREATED BY ORCHARD CARE HOMES.COM (6)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HALIFAX PENSION NOMINEES
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
26 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 MARCH 2013



Companies House

OX



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