

MG01

Particulars of a mortgage or charge

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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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13/10/2011

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 6 0 4 2 0 2

Company name in full

Assisted Living South West Group
Limited ("Company")

1

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

3 0 1 0 9 2 0 1 1

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

Composite Guarantee and Debenture dated 30 September 2011 (the "Deed")
between, amongst others (1) the Company and (2) Sovereign Capital
Partners LLP (number OC309409) with registered address at 25 Victoria
Street, London SW1H 0EX as security trustee for itself and the Security
Beneficiaries ("Trustee")

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Amount secured

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

Amount secured

All monies, obligations and liabilities at the date
of the Deed or at any time in the future due, owing
or incurred to the Security Beneficiaries (or any
of them) from or by the Company and each other
Charging Company pursuant to or in respect of the A
Loan Stock when the same become due for payment or
discharge, whether by acceleration or otherwise,
and whether such monies obligations or liabilities
are express or implied, present or future, actual
or contingent, joint or several, incurred as
principal or surety and whether originally owing to
the Security Beneficiaries or any of them or
purchased or otherwise acquired by it or any of
them and whether denominated in sterling or in any
other currency, or incurred on any banking account

SEE CONTINUATION 1, PART 4

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	Sovereign Capital Partners LLP (number OC309409)									
Address	25 Victoria Street, London									
Postcode	S	W	1	H	O	E	X			
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 Charges

1 1 Pursuant to the Deed, the Company with full title guarantee charged to the Trustee as trustee for the Security Beneficiaries by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales at the date of the Deed vested in the Company by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest

1.1.1 all freehold and leasehold property of the Company (including without limitation the property specified in SCHEDULE 3 of the Deed) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same,

1 1 2 all plant, machinery (other than that charged by Clause 4 1 1 of the Deed (and described in paragraph 1.1 1 above)) vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same,

1 1 3 all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them,

SEE CONTINUATION 1, PART 6

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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

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)

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Signature

Please sign the form here

Signature

Signature

X *Marricott Harrison* X
for the Trustee

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

Company name

MARRIOTT HARRISON

Address

STAPLE COURT

11 STAPLE INN BUILDINGS

LONDON

Post town

County/Region

Postcode

W C 1 V 7 Q H

Country

DX CHANCERY LANE - 0001

Telephone

0207 209 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 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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Particulars of a mortgage or charge



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Amount secured

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

Amount secured

or in any other manner whatsoever and all other amounts payable by the Company and each other Charging Company under the Deed (the "**Secured Obligations**")

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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

1 1 4 (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to Clause 8 of the Deed (as described in paragraph 5 below)) the Receivables,

1 1 5 all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any Security Beneficiary or the Trustee or with any other bank, financial institution or person (including, without limitation but subject to Clause 8 of the Deed (as described in paragraph 5 below)),

1 1 6 the Insurances and all proceeds of the Insurances,

1 1.7 all uncalled capital and the goodwill of the Company at the date of the Deed or at any time in the future in existence,

1 1 8 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them; and

1 1 9 Intellectual Property

1 2 The Company with full title guarantee charged to the Trustee as trustee for the Security Beneficiaries by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Trustee by way of fixed charge pursuant to Clause 4 1 of the Deed (and described in paragraph 1.1 above)

1 3 The charges created by Clauses 4 1 and 4 2 of the Deed (as described in paragraphs 1 1 and 1 2 above) shall be first charges

1 4 Pursuant to the Deed, as further security for the payment of the Secured Obligations, the Company assigned absolutely to the Trustee as trustee for the Security Beneficiaries all its right, title and interest in the Receivables (subject to Clause 8 of the Deed (as described in paragraph 5 below)) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Trustee will at the request and cost of the Company reassign the Receivables, Assigned Agreements and Insurances

SEE CONTINUATION 2, PART 6

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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

1 5 Each of the charges referred to in Clause 4 1 of the Deed (as described in paragraph 1.1 above) shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in sub-clauses 4 1 1 to 4 1.9 (inclusive) of the Deed (as described in paragraphs 1 1 1 to 1 1 9 (inclusive) above), so that each item mentioned in each sub-clause and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge. Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)

1 6 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 4 2 of the Deed (as described in paragraph 1 2 above) which floating charge is accordingly a qualifying floating charge for such purposes

2 NEGATIVE PLEDGE

2.1 Pursuant to the Deed, the Company covenanted that it will not without the prior consent in writing of the Trustee:

2 1 1 (save in relation to Receivables to the extent permitted or required pursuant to Clause 8 of the Deed (as described in paragraph 5 below)) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them,

2.1.2 create or attempt to create or permit to subsist in favour of any person other than the Trustee any Encumbrance (except Permitted Encumbrances);

2 1 3 dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to Clause 8 of the Deed (as described in paragraph 5 below) and except for Floating Charge Assets which may (subject to the other provisions of the Deed and in particular but without limitation subject to the provisions of Clause 8 of the Deed (as described in paragraph 5 below)) be sold at full market value in the usual course of trading as at the date of the Deed conducted and for the purpose of carrying on the Company's business

SEE CONTINUATION 3, PART 6

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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

3 CONVERSION OF FLOATING CHARGE AND AUTOMATIC CRYSTALLISATION

3 1 Notwithstanding anything expressed or implied in the Deed, the floating charge created by the Deed by the Company shall automatically and without notice be converted into a fixed charge in respect of the Floating Charge Assets of the Company

3.1.1 if the Company creates or attempts to create any Encumbrance (other than a Permitted Encumbrance) over all or any of the Floating Charge Assets without the prior consent in writing of the Trustee, or

3 1 2 if any person levies or attempts to levy any distress, execution, sequestration or other process against any of the Floating Charge Assets of the Company

3 2 If at any time an Event of Default shall take place or the Trustee believes that any assets of the Company are in danger of being seized or sold under any form of distress execution or other similar process then, without prejudice to the provisions of Clause 6 1 of the Deed (as described in paragraph 3 1 above) the Trustee shall be entitled at any time by giving notice in writing to that effect to the Company to convert the floating charge over all or any part of the Floating Charge Assets of the Company into a fixed charge as regards the assets specified in such notice.

4 FURTHER ASSURANCE

4 1 The Company consented to the application to the Land Registry for the entry of any notice or restriction (insofar as the entry relates to the security created by the Deed) against each of its registered titles if any specified in SCHEDULE 3 of the Deed (and against any title to any unregistered property specified in SCHEDULE 3 of the Deed which is or ought to be the subject of a first registration of title at Land Registry at the date of the Deed)

4 2 Pursuant to the Deed, the Company shall at any time if and when required by the Trustee and at the cost and expense of the Company execute such deeds and documents and take any action required by the Trustee to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation of it or otherwise to enforce the same or exercise any rights of the Trustee under the Deed In addition the Company agreed to execute such further charges and mortgages in favour of the Trustee as the Trustee shall from time to time require over all or any of the Charged Assets to secure the Secured Obligations Such further charges and mortgages shall be prepared by or on behalf of the Trustee at the cost of the Company and shall be in a form required by the Trustee (but containing terms and conditions, where directly comparable, no more onerous than those in the Deed)

SEE CONTINUATION 4, PART 6

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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

5 DEBTS AND CREDIT BALANCES

5 1 The Company will

5 1 1 collect all Receivables in the ordinary course of trading as agent for the Trustee (itself as trustee for the Security Beneficiaries) and, immediately upon receipt, pay all monies which it may receive in respect of the Receivables into such specially designated account(s) with the Trustee or such other account(s) with such other bank as the Trustee may from time to time direct (such account(s) together with all additions to or renewals or replacements of such accounts (in whatever currency) being the "Collections Accounts") and, pending such payment, hold all monies so received upon trust for the Trustee (itself as trustee for the Security Beneficiaries),

5 1.2 where any Collections Account is not maintained with the Trustee, deliver to the bank with which the relevant Collections Account is maintained a notice to that bank and procure that that bank has signed and delivered to the Trustee a letter, in each case in substantially the form set out in SCHEDULE 4 (Form of Notice to Bank Operating Collections Account) of the Deed,

5 1 3 deal with the uncollected Receivables in accordance with any directions given in writing from time to time by the Trustee and, in default of and subject to such directions, in accordance with the Deed, and

5 1 4 at any time after the security constituted by the Deed has become enforceable, execute and deliver to the Trustee a legal assignment of the Receivables to the Trustee (to the extent that the Receivables have not already been assigned to the Trustee) on such terms as the Trustee may require and give notice of it to the debtors from whom the Receivables are due owing or incurred and take any other steps as the Trustee may require to perfect such legal assignment.

5 2 The Company will deliver to the Trustee such information as to the amount and nature of its Receivables as the Trustee may from time to time reasonably require

5 3 Before the security constituted by the Deed shall have been enforced the monies credited to the Collections Account may be withdrawn by the Company and applied by it for any lawful purpose

5 4 Upon the security constituted by the Deed being enforceable the Trustee (or a Receiver) may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of each Collections Account to meet any amount due and payable in respect of the Secured Obligations

SEE CONTINUATION 5, PART 6

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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

5 5 The Trustee or a Receiver shall not be responsible to the Company for any non-payment of any liability of the Company which could be paid out of monies standing to the credit of the relevant Collections Account, nor be liable to the Company for any withdrawal wrongly made if made in good faith, except for gross negligence or wilful default

5 6 The Trustee may delegate its powers of withdrawal under this clause to any administrative receiver and/or manager appointed pursuant to the Deed

5 7 Prior to the floating charge constituted by Clause 4 2 of the Deed (as described in paragraph 1 2 above) being converted into a fixed charge by operation of law or otherwise, any monies received by the Company and paid into the Collections Account in respect of the Receivables shall upon payment stand released from the fixed charge contained in Clauses 4.1 4 and 4 1 5 of the Deed (as described in paragraphs 1 1.5 and 1 1 6 above) and shall stand subject to the floating charge contained in Clause 4.2 of the Deed (as described in paragraph 1 2 above), but such release shall in no respects derogate from the subsistence of the said fixed charge on all other Receivables for the time being outstanding

In this Form MG01, the following terms have the following meanings

"A Loan Stock" means the Guaranteed Secured Fixed Rate A Loan Stock 2016 of the Parent constituted by the A Loan Stock Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly

"A Loan Stock Instrument" means the instrument dated on or about the date of the Deed executed by the Parent constituting the A Loan Stock,

"Acquisition Documents" means the share sale agreement dated on or about the date of the Deed for the acquisition by the Company of the entire issued share capital of the Target Companies together with all other documents entered into or to be delivered pursuant thereto,

"Assigned Agreements" means any agreement which the Trustee may from time to time designate as such by notice in writing to the Company,

"Charging Companies" means the Company, the Parent, Assisted Living South West Limited (company number 06609295) and any person which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession and "Charging Company" means any of them,

"Charged Assets" means, in respect of the Company, all the undertaking, goodwill, property, assets and rights of the Company described in Clauses 4 1 and 4 2 of the Deed (as described in paragraphs 1 1 and 1.2 above),

SEE CONTINUATION 6, PART 6

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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

"Collateral Instruments" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance,

"Collections Account" is as defined in Clause 8 of the Deed (as defined in paragraph 5 above);

"Deed of Accession" means a deed of accession to the Deed in the form set out in SCHEDULE 5 of the Deed;

"Encumbrance" means any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or reacquired or acquired by the person so agreeing or disposing,

"Event of Default" means any of the events or circumstances described in clause 4 of the A Loan Stock Instrument,

"Finance Documents" means the Deed, the A Loan Stock Instrument and any document, certificate or instrument executed in connection with or pursuant to those documents,

"Floating Charge Assets" means those assets of the Company from time to time subject to a floating charge pursuant to the Deed,

"Insurances" means all policies of insurance either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance,

"Intellectual Property" means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,

SEE CONTINUATION 7, PART 6

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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

"Noteholders" means holders from time to time of the A Loan Stock;

"Parent" means Assisted Living South West Holdings Limited (company number 07592531),

"Permitted Encumbrances"

(a) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Company),

(b) any lien arising in the ordinary course of business by statute or by operation of law, in any case in respect of any monies

(i) which are not yet due and payable,

(ii) which have become due and payable, to the extent that the payment of such monies is the subject of a dispute which the Company is conducting in good faith, if necessary by appropriate proceedings,

(c) any rights by way of reservation or retention of title which are required by the supplier of any property to the Company in the normal course of such supplier's business;

(d) any security interest arising under the Finance Documents,

(e) any security interest created with the prior written consent of the Trustee,

"Receivables" means in respect of the Company

(a) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(b) the benefit of all rights and remedies relating to any of the items in (a) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and

(c) all proceeds of any of the items listed in (a) or rights and remedies in (b) above,

"Security Beneficiaries" means the Trustee and the Noteholders,

"Target Companies" means Networking Care Properties Limited (company number 05101382), Networking Care Partnerships (South West) Limited (company number 05064697) and Assisted Living South West (Propco) Limited (formerly Southern Cross (Principle) Propco Limited) (company number 06569211),

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Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

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Short particulars

"Trustee" means Sovereign Capital Partners LLP (number OC309409) with registered address at 25 Victoria Street, London SW1H 0EX as security trustee for itself and the Security Beneficiaries.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7604202
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 30 SEPTEMBER 2011 AND CREATED BY
ASSISTED LIVING SOUTH WEST GROUP LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND EACH OTHER CHARGING COMPANY TO THE
SECURITY BENEFICIARIES (OR ANY OF THEM) 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 13 OCTOBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2011

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES