

V027868/13

MG01

## Particulars of a mortgage or charge

Oyez

A fee is payable with this form.

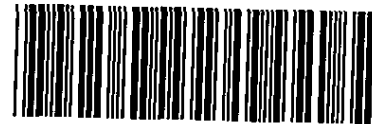
We will not accept this form unless you send the correct fee

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**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



\*L3ZOCYBW\*

LD2

12/10/2011

118

COMPANIES HOUSE

## 1 Company details

Company number 07712656

Company name in full HC-One Limited

For official use

## ► Filing in this form

Please complete in typescript or in  
bold black capitalsAll fields are mandatory unless  
specified or indicated by \*

## 2 Date of creation of charge

Date of creation 29/09/2011

## 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 security deed dated 29 September 2011 between HC-One Limited  
(previously named HCl Limited) (the **Company**), Libra Intermediate Holdco  
Limited and Credit Suisse, London Branch (the **Security Agent**) (the  
**Security Deed**)  
All capitalised terms used herein shall have the meaning given to them in  
the attached continuation page number 3 unless defined elsewhere in this  
Form MG01.

## 4 Amount secured

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

Amount secured

04  
10

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of each Chargor to any Secured Creditor  
under each Finance Document (the **Secured  
Liabilities**)

## Continuation page

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

# 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 Credit Suisse, London Branch

Address One Cabot Square

London

Postcode E 1 4 4 Q J

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 page number 1

# MG01

## 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

N/A

### 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 *Frederick Smith Denzi* X

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

# MG01

## 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

Jonathan Birks / Natalie Dyce

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E

C

4

Y

1

H

S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



### 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)

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

Pursuant to the Security Deed, the Company has charged certain of its assets as follows

**1. CREATION OF SECURITY**

**1.1 General**

(a) Under clause 3 1 of the Security Deed, all the Security created under the Security Deed

- (i) is created in favour of the Security Agent,
- (ii) is created over present and future assets of each Chargor;
- (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 or with absolute warrandice in respect of Scottish Assets

(b) The Security Agent holds the benefit of the Security Deed for itself and on trust for the Secured Creditors

**1.2 Land**

Under clause 3 2 of the Security Deed, the Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property located in England and Wales, and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property located in England and Wales,

but in each case not including any estate or interest constituted by the Lease Documents acquired or to be acquired pursuant to the BPAs

(b) A reference in this paragraph 1 2 to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants

**1.3 Securities**

(a) Under clause 3 3 of the Security Deed, the Company charged by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf

CONTINUATION PAGE 1 FOR FORM MG01

Company Name HC-One Limited (07712656)

including the securities specified in Continuation Page 2 of this Form MG01  
(*Charged Securities*).

- (b) A reference in this paragraph 1 3 to a mortgage or charge of any stock, share, debenture, bond or other security includes

- (i) any dividend or interest paid or payable in relation to it, and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**1.4 Plant and machinery**

Under clause 3 4 of the Security Deed, the Company charged by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

**1.5 Credit balances**

Under clause 3 5 of the Security Deed, the Company charged by way of a first fixed charge all of its rights in respect of any amount standing to the credit of each Bank Account and the debt represented by each Bank Account

**1.6 Book debts etc**

Under clause 3 6 of the Security Deed, the Company charged by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above,

in each case to the fullest extent such charge is not prohibited in the relevant document

**1.7 Insurances**

Under clause 3 7 of the Security Deed, the Company assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

**1.8 Hedging**

Under clause 3 8 of the Security Deed, the Company assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any hedging agreement to which it is party

**1.9 Other contracts**

Under Clause 3 9 of the Security Deed the Company assigned absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document, and

CONTINUATION PAGE 1 FOR FORM MG01

Company Name HC-One Limited (07712656)

- (b) under each Relevant Contract and any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of Clause 3 9 of the Security Deed

**1.10 Miscellaneous**

Under clause 3 10 of the Security Deed, the Company charged by way of first fixed charge

- (a) its goodwill;
- (b) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (c) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (b) above, and
- (d) its uncalled capital

**1.11 Floating charge**

- (a) Under Clause 3 11 of the Security Deed, the Company charged by way of a first floating charge:

- (i) all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment, and
- (ii) whether or not so mortgaged, charged or assigned, all its Scottish Assets

- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by this sub-clause into a fixed charge as regards any of that Chargor's assets specified in that notice, if

- (i) an Event of Default is continuing, or
- (ii) the Security Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

- (c) The floating charge created by Clause 3 11 of the Security Deed may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000

- (d) A floating charge created by Clause 3 11 of the Security Deed will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator in respect of that Chargor

- (e) The floating charge created by Clause 3 11 of the Security Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

## **2. RESTRICTIONS ON DEALINGS**

### **2.1 Security**

Except as expressly allowed by the terms of a Finance Document, the Company has agreed that it will not create or permit to subsist any Security on any Security Asset

### **2.2 Disposals**

Except as expressly allowed by the terms of a Finance Document, the Company has agreed that it will not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Security Deed.

## **3. FURTHER ASSURANCES**

The Company must, at its own expense following a request from the Security Agent, take whatever action the Security Agent or a Receiver may require for

- (i) creating, perfecting or protecting any Security intended to be created by the Security Deed, or
- (ii) facilitating the realisation of any Security Asset (following the occurrence of an Event Of Default), or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset
- (c) This includes
  - (i) the execution of any transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, or
  - (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent (acting reasonably) may think expedient



CONTINUATION PAGE 2 FOR FORM MG01  
Company Name HC-One Limited (07712656)

**CHARGED SECURITIES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>	<b>Issued share capital</b>
Libra Intermediate Holdco Limited	HC-One Limited	Ordinary	2	2

CONTINUATION PAGE 3 FOR FORM MG01

Company Name HC-One Limited (07712656)

**DEFINITIONS**

***Agreement for the Provision of Management Services*** means the agreement for the provision of management services dated 29 September 2011 between, amongst others, the Company and Court Cavendish Healthcare Management Services Limited

***Back Office BPA*** means the business purchase agreement dated 30 September 2011 between, amongst others, the Company, Southern Cross Healthcare Limited and Southern Cross Healthcare Services Limited, in connection with the acquisition of certain of the business and assets of the SX Group located in Darlington and Redditch associated with the back office function of the SX Group,

***Bank Accounts*** of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

***BPAs*** means the business purchase agreements dated 30 September 2011 between, amongst others, the Company, Southern Cross Healthcare Limited, Southern Cross Healthcare Services Limited and various tenants within the SX Group

***Chargor*** means HC-One Limited, a company registered in England and Wales (registration number 07712656) and Libra Intermediate Holdco Limited, a company incorporated in Jersey (registration number 108797) (each a ***Chargor*** and together the ***Chargors***)

***Duty of Care Agreement*** means the duty of care agreement dated on or about the date of the Facility Agreement between among others NHP Management Limited and the Security Agent and any other duty of care agreement between a Managing Agent and the Security Agent

***Event of Default*** means an event specified as such in Clause 22 (*Default*) of the Facility Agreement

***Facility Agreement*** means the senior term facility agreement dated 15 January 2007 between, among others, Libra No 3 Limited and the Security Agent as amended and/or restated from time to time

***Fee Letter*** means any letter entered into by reference to the Facility Agreement between one or more Finance Parties and Libra No 3 Limited setting out the amount of certain fees referred to in the Facility Agreement

***Final Maturity Date*** means, subject to Clause 6.2 (*Extension of Final Maturity Date*) of the Facility Agreement, 15 January 2009 (or, if that is not a Business Day, the immediately succeeding Business Day)

***Finance Document*** means

- (a) the Facility Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) the Guarantee and Subordination Agreement,

CONTINUATION PAGE 3 FOR FORM MG01

Company Name: HC-One Limited (07712656)

- (e) a Fee Letter,
- (f) each Duty of Care Agreement,
- (g) a Transfer Certificate, or
- (h) any other document designated as such by the Security Agent and Libra No 3 Limited

**Finance Party** means a Lender, Credit Suisse International or the Security Agent

**Guarantee and Subordination Agreement** means the guarantee and subordination agreement dated on or about the date of the Facility Agreement between the Obligors, the Libra No 2 Limited, the Security Agent and Credit Suisse

**Hedging Arrangement** means any interest hedging arrangement entered into by Libra No 3 Limited in connection with interest payable under the Facility Agreement and the forward starting seven year swap entered into by Libra No 3 Limited on the date of the Facility Agreement to hedge the refinancing risk of the Loan on the Final Maturity Date

**Lease Document** means any lease or licence or other right of occupation (other than those to be acquired pursuant to the BPAs)

**Lender** means

- (a) the Original Lender, or
- (b) any person which becomes a Lender after the date of the Facility Agreement

**Loan** means, unless otherwise stated in the Facility Agreement, the principal amount of the borrowing under the Facility Agreement or the principal amount outstanding of that borrowing

**Managing Agent** means NHP Management or any other managing agent appointed by a member of the Group in respect of a Property with the approval of the Lenders

**Northern Irish Security Agreement** means a security agreement to be governed by Northern Irish law to be entered into by the relevant Propco in favour of the Security Agent in respect of any Property located in Northern Ireland

**Obligor** means Libra No 3 Limited or a Guarantor

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Deed

**Relevant Contract** means

- (a) each BPA,
- (b) the Restructuring Agreement,
- (c) the Back Office BPA,
- (d) the Agreement for the Provision of Management Services,

CONTINUATION PAGE 3 FOR FORM MG01

Company Name HC-One Limited (07712656)

- (e) any agreement entered into by a Chargor in connection with any of the above documents, and
- (f) any other agreement to which a Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract

**Restructuring Agreement** means the restructuring agreement dated 30 September 2011 into between, amongst others, the Company, Libra Careco Superholdco Ltd and Southern Cross Healthcare Group PLC

**Secured Creditors** means each Finance Party

**Security** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

**Security Agreement** means a security agreement under English law constituting first ranking security (including legal mortgages and fixed and floating charges) entered into by an Obligor in favour of the Security Agent

**Security Assets** means all assets of each of the Chargors the subject of any security created by the Security Deed from time to time

**Security Document** means

- (a) each Security Agreement,
- (b) each Share Security Agreement,
- (c) each Standard Security,
- (d) each Northern Irish Security Agreement,
- (e) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents, and
- (f) any other document designated as such by the Security Agent and Libra No 3 Limited

**Scottish Assets** means assets located in Scotland or otherwise governed by Scots law

**Share Security Agreement** means a mortgage, pledge, charge or other security interest over or in respect of the shares of an Obligor in favour of the Security Agent

**Standard Security** means a standard security including an assignation of rents in relation to a Property located in Scotland granted or to be granted by an Obligor in favour of the Security Agent

**SX Group** means Southern Cross Healthcare Group PLC and its subsidiaries

**Transfer Certificate** means a certificate, substantially in the form of Schedule 5 (*Form of Transfer Certificate*) of the Facility Agreement, with such amendments as the Lenders may approve or reasonably require or any other form agreed between the Lenders and Libra No 3 Limited



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 7712656  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY DEED DATED 29  
SEPTEMBER 2011 AND CREATED BY HC-ONE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CREDIT SUISSE, LONDON BRANCH 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 12 OCTOBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 OCTOBER  
2011

*Dx*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES