

MG01

Particulars of a mortgage or charge

V-£13 027869

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

TUESDAY



LD5 08/11/2011 110  
COMPANIES HOUSE

**1** Company details

Company number 0 7 7 1 2 6 5 6

Company name in full / HC-One Limited

**2** For official use

► **Filing 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 / 0 1 / 1 1 / 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

A supplemental legal mortgage dated 01 November 2011 between HC-One  
Limited (the **Chargor**) and Credit Suisse, London Branch (the **Security  
Agent**) (the **Supplemental Legal Mortgage**).

All capitalised terms used herein shall have the meaning given to them in  
the attached continuation pages 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

All present and future obligations and liabilities  
(whether actual or contingent and whether owed  
jointly or severally or in any other capacity  
whatsoever) of HC-One Limited and Libra  
Intermediate Holdco Limited 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

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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

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



### 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

Country/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)

# 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 Freshfields Bruckhaus Deringer X

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

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

**1. LEGAL MORTGAGE AND FIXED CHARGE**

Pursuant to the Supplemental Legal Mortgage and the Security Deed, the Chargor

**1 1 Legal Mortgage**

Has charged by way of first legal mortgage all Mortgaged Real Estate owned by it

**1 2 Fixed Charge**

Has charged by way of first fixed charge all its rights, title and interest from time to time in and to all Mortgaged Real Estate owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use Mortgage Real Estate (to the extent not the subject of a mortgage under clause 3(a) of the Supplemental Legal Mortgage)

**2. FURTHER ASSURANCE**

The following further assurance provisions apply under the Security Deed

The Chargor 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

**3. RESTRICTIONS ON DEALINGS**

The following restrictions on dealings provisions apply under the Security Deed

**3 1 Security**

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

**3 2 Disposals**

Except as expressly allowed by the terms of a Finance Document, the Chargor 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

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

**MORTGAGED REAL ESTATE**

<b>Chargor</b>	<b>County or District</b>	<b>Address or Description</b>	<b>Title Number(s)</b>
HC-One Limited	County Durham	Lease of first floor offices, Southgate House, Archer Street, Darlington, County Durham	DU291448
HC-One Limited	County Durham	Lease of second floor offices, Southgate House, Archer Street, Darlington, County Durham	DU291449
HC-One Limited	County Durham	Lease of third floor offices, Southgate House, Archer Street, Darlington, County Durham	DU291450
HC-One Limited	County Durham	Lease of car parking area, Southgate House, Archer Street, Darlington, County Durham	
HC-One Limited	Worcestershire	Lease of part ground floor and first floor, Ravensbank House, Burnt Meadow Road, Redditch B98 9NZ	

## DEFINITIONS

***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;
- (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, 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

**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

**Mortgaged Real Estate** means all of the leasehold property specified in Continuation page 2 to this Form MG01

**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

**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 the Chargor and Libra Intermediate Holdco Limited the subject of any security created by the Security Deed from time to time

**Security Deed** means the security deed dated 29 September 2011 made between the companies listed therein (including the Chargor) and the Security Agent

**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.

***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

***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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL  
MORTGAGE DATED 1 NOVEMBER 2011 AND CREATED BY HC-  
ONE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY AND LIBRA  
INTERMEDIATE HOLDCO LIMITED TO ANY SECURED  
CREDITOR 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  
8 NOVEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2011

*Op*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES