

MG01

284595/13

Particulars of a mortgage or charge



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

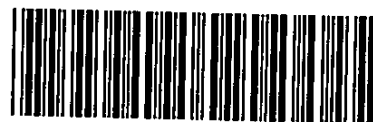
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



A1JS453U

A23

18/10/2012

#252

COMPANIES HOUSE

1

Company details

Company number

0 8 1 3 9 3 8 4

Company name in full

Caspan Limited (the "Borrower")

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 d2 m1 m0 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture (the "Debenture")

4

Amount secured

Amount secured

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

The Borrower covenants with the Lender that it will pay,
discharge and perform the Secured Obligations on demand
made on or at any time after the due date for payment
provided in the Finance Documents and in the manner
provided in the Finance Documents

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 Santander UK Plc (the "Lender")

Address 2 Triton Square, Regent's Place

London

Postcode N W 1 3 A N

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 the continuation page attached to this form

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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>1.1 Mortgages and Charges</p> <p>The Borrower, as a continuing security for the payment, discharge and performance of the Secured Obligations, with full title guarantee charges in favour of the Lender -</p> <p>1.1.1 by way of first legal mortgage, all the estate and interest of the Borrower in the freehold and/or leasehold (as the case may be) property short particulars of which are set out beside its name in Schedule 1 of the Debenture and in all other freehold and leasehold property now vested in the Borrower, together with all buildings, fixtures and fittings (excluding, in the case of leasehold property, landlord's fixtures but including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and/or the proceeds of sale thereof (the "Legally Mortgaged Property");</p> <p>1.1.2 by way of first fixed charge, all the estates and interests of the Borrower in any freehold and/or leasehold property (other than that referred to in clause 1.1.1) now or at any time during the continuance of the security constituted by the Debenture owned, acquired by or charged to it, together with all buildings, fixtures and fittings (excluding landlord's fixtures but including trade fixtures and fittings and fixed plant and machinery from time to time therein or thereon) and/or the proceeds of sale thereof (the "Equitably Charged Property"),</p> <p>1.1.3 by way of first fixed charge all its present and future right, title and interest in or to all accounts held by the Borrower with any bank or other financial institution and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on such accounts and the debt or debts thereby constituted,</p> <p>1.1.4 by way of first fixed charge all present and future benefits in respect of all policies of insurance of any kind for the time being effected by or on behalf of the Borrower or (to the extent of its interest) in which the Borrower has an interest (the "Insurances") (save any Insurances which are the subject of an effective assignment under clause 1.2);</p> <p>1.1.5 by way of first fixed charge all sums now or at any time due or owing to the Borrower by way of grant, subsidy, compensation or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and</p> <p>1.1.6 by way of first fixed charge (to the extent that they do not fall within any of the above sub-paragraphs) all book debts, both present and future, due or owing to the Borrower and all other monetary debts and claims (including, without limitation, the proceeds of the realisation of any security, rents, fees, royalties, profits, bonuses and other income) now and from time to time due or owing to the Borrower and the benefits of all rights and remedies relating thereto and all present and future things in action which give rise or may give rise to a debt or debts due or owing to the Borrower (collectively, the "Book and other Debts"),</p> <p>1.1.7 by way of first fixed charge, all those shares and other securities referred to in Schedule 2 of the Debenture (if any) and all other stocks, shares, debentures, bonds and other securities for the time being legally and/or beneficially owned by the Borrower, whether marketable or otherwise, in any company, firm, consortium or entity</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>wheresoever situate, together with all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property and other advantages offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof (collectively, the "Securities"),</p> <p>1 1 8 by way of first fixed charge, the uncalled capital, goodwill, licences, trademarks and service marks (including without limitation all symbols, representations and patterns similar to a trademark), patents, patent applications, designs, copyrights, confidential information, computer software, rights in the nature of copyright, registered designs, know-how, design rights and all other intellectual property rights now or at any time during the continuance of this security belonging to the Borrower (the "Goodwill and Intellectual Property"),</p> <p>1.1 9 by way of first fixed charge, all amounts realised upon the enforcement or execution of any order of a court under sections 212, 213, 214, 238, 239, 244 and 423 of the Insolvency Act 1986,</p> <p>1.1.10 by way of first fixed charge, all interests, rights and entitlements of the Borrower in all chattels from time to time hired, leased, or rented by the Borrower to any other person together, in each case, with the benefit of the relevant hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance by such person of its obligations under the same;</p> <p>1 1 11 by way of first fixed charge, the benefit of any covenants for title from time to time given or entered into by any predecessor in title of the Borrower to all or any part of the Property, any contract for the sale, letting or other disposal of any such Property for the time being and all present and future options to renew leases or purchase reversions (whether or not freehold) in relation to any such Property;</p> <p>1 1 12 by way of first fixed charge, the benefit of all rights and claims of the Borrower against all persons from time to time lessees of the whole or any part of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Borrower in respect of any works of design, repair, construction or replacement to, in or about any of the Property;</p> <p>1.1.13 by way of first fixed charge, all the right, title and interest of the Borrower in and to all contracts, agreements or warranties (save any Assigned Agreements which are the subject of an effective assignment under clause 1.2);</p> <p>1.1 14 by way of floating charge, all sums now or in the future standing to the credit of any account of the Borrower, its undertaking and all its other property, assets and rights whatsoever and wheresoever both present or future including, without limitation, the stock in trade of the Borrower and the property, assets and rights mortgaged or charged under clauses 1.1.1 to 1.1.13 inclusive or assigned by way of security under clause 1.2 if and in so far as any such mortgage, charge or assignment shall for any reason be ineffective (all such sums, undertaking, property, assets and rights being described in the Debenture as the "Assets charged by way of Floating Charge") Each of the fixed and floating charges and other security (including, without limitation, the legal mortgage(s) created by clause 1.1.1) contained in this clause 1.1 shall be a first ranking charge or security.</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

1 2 **Assignments by way of Security**

The Borrower, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby assigns and agrees to assign absolutely to the Lender the benefit of the Assigned Agreements together with the benefit of all rights, monies, beneficial interests and advantages of the Borrower therein whether present or future, actual or contingent, including all guarantees, warranties, rights and entitlement to all debts and proceeds due to the Borrower thereunder and all claims whatsoever of the Borrower in respect thereof including without limitation claims against insurers and third parties from time to time and all rights of action under or in respect of such Assigned Agreements (such benefit, claims and rights being "**Associated Rights**").

1 3 **Negative pledge and disposals**

The Borrower covenants with the Lender that (save as expressly permitted under the Facility Agreement) it shall not at any time during the continuance of the security constituted by the Debenture -

- 1 3 1 create or attempt to create or permit to subsist any Security Interest or permit any other proprietary right or interest to arise on or over the Charged Assets or any part thereof or any interest therein other than as created by operation of law or in the ordinary course of business, or
- 1.3.2 transfer, sell, lease or otherwise dispose of those of the Charged Assets which are secured by legal mortgage or fixed charge hereunder or any part thereof or any interest therein (or attempt or agree so to do) whether by a single transaction or a series of transactions without the Lender's prior written consent.

Definitions

"**Assigned Agreements**" means (a) the Building Contract, (b) the Consultant Appointments, (c) the Operator Lease, (d) the Hedging Arrangements, (e) the Insurances, (f) the Performance Bond and (g) any other document to which the Borrower is a party, which is designated as a Development Document or a Transaction Document by the Borrower and the Lender,

and also where the context shall so require or permit any of such contracts or agreements and the expression "**Assigned Agreement**" shall also mean any one of such contracts or agreements

"**Architect**" means KWL Architects Limited (company number 05406830) or any other architect appointed by the Borrower or by the Building Contractor in respect of the Development with the approval of the Lender (such approval not to be unreasonably withheld);

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 394 1051 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 521 1530 611"> "Building Contract" means the building contract to be entered into by the Borrower and the Building Contractor in respect of the Development, including all documents referred to in that contract and which is to be satisfactory to the Lender in all respects, </p> <p data-bbox="325 640 1530 763"> "Building Contractor" means GB Building Solutions Limited (company number 5419658) or any other building contractor appointed under the Building Contract by the Borrower in respect of the Development with the approval of the Lender (such approval not to be unreasonably withheld), </p> <p data-bbox="325 790 1530 913"> "CDM Co-ordinator" means Quadrant Surveying Limited (company number 05678311) or any other CDM co-ordinator appointed by the Borrower in respect of the Development with the approval of the Lender (such approval not to be unreasonably withheld); </p> <p data-bbox="325 940 1530 1030"> "Charged Assets" means all of the undertaking, property, benefits, rights and assets (of whatsoever nature) of the Borrower charged and/or assigned by way of security under this Deed; </p> <p data-bbox="325 1057 1530 1124"> "Collateral Warranty" means a collateral warranty given by a Building Contractor or a Consultant in favour of the Lender in relation to the Development, </p> <p data-bbox="325 1151 1530 1218"> "Compliance Certificate" means the compliance certificate in the form set out in Schedule 5 of the Facility Agreement, </p> <p data-bbox="325 1245 1530 1357"> "Consultant" means (a) the Architect, (b) the Structural Engineer, (c) the Employer's Agent, (d) the CDM Co-ordinator, (d) the Mechanical and Electrical Engineer or (f) any other consultant with a material design responsibility in respect of the Development appointed by the Borrower or the Building Contractor with the approval of the Lender; </p> <p data-bbox="325 1384 1530 1451"> "Consultant Appointments" means an agreement for the appointment of a Consultant by the Borrower; </p> <p data-bbox="325 1478 1530 1545"> "Cost Overrun Guarantee" means a guarantee to be provided by the Building Contractor in favour of the Lender in respect of cost overruns limited to £1,163,077 </p> <p data-bbox="325 1572 1530 1639"> "Development" means the development of an approximately 86 bed care home facility at the Property, </p> <p data-bbox="325 1666 1530 1756"> "Development Document" means (a) the Building Contract, (b) a Consultant Appointment, (c) a Collateral Warranty or (d) any other document designated as such by the Lender and/or the Borrower; </p> <p data-bbox="325 1783 1530 1906"> "Employer's Agent" means GB Development Solutions Limited (company number: 05704769) or any other employer's agent appointed by the Borrower in respect of the Development with the approval of the Lender (such approval not to be unreasonably withheld); </p> <p data-bbox="325 1933 1530 2000"> "Facility Agreement" means the credit facility agreement dated 22 August 2012 made between (1) the Borrower and (2) the Lender, </p>

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Finance Documents" means (a) the Facility Agreement, (b) any Security Document, (c) any Hedging Arrangement, (d) the Subordination Agreement, (e) each Request, (f) each Compliance Certificate, (g) each Transfer Certificate and (h) any other document designated as such by the Lender and the Borrower,</p> <p>"Hedging Arrangements" means any derivative transaction, including without limitation, any interest hedging arrangement entered into between the Borrower and the Lender in connection with interest payable under the Facility Agreement,</p> <p>"Loan Note Holder" mean Zedan and the Oberoi Shareholders,</p> <p>"Mechanical and Electrical Engineer" means Couch Perry & Wilkes LLP (registered number OC317478) or any other mechanical and electrical engineer appointed by the Borrower in respect of the Development with the approval of the Lender (such approval not to be unreasonably withheld),</p> <p>"Oberoi Shareholders" means Alok Oberoi and Majini Oberoi of 21 Bloomfield Road, London W9 1AD,</p> <p>"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent;</p> <p>"Operator" means Care UK Limited, a limited liability company established under the laws of England and Wales with number 01668247 having its registered office at Connaught House, 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB,</p> <p>"Operator Lease" means an Occupational Lease to be entered into by the Borrower and the Operator in form and substance satisfactory to the Lender in all respects;</p> <p>"Property" means the Legally Mortgaged Property and the Equitably Charged Property and includes any part thereof;</p> <p>"Performance Bond" means a performance bond to be provided by a party acceptable to the Lender in favour of the Borrower, such performance bond to be satisfactory to the Lender in all respects;</p> <p>"Receiver" means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Borrower or in respect of the Charged Assets of the Borrower;</p> <p>"Request" means a request for a Loan, substantially in the form of Schedule 2 of the Facility Agreement;</p> <p>"Secured Obligations" means all moneys, obligations and liabilities for the time being due, owing or incurred by the Borrower to the Lender under or pursuant to any of the Finance Documents in each case:-</p> <p>(a) whether incurred actually or contingently and whether alone or jointly with any</p>	

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Short particulars	<p>other person; and</p> <p>(b) whether incurred directly to the Lender or whether the Lender is entitled to claim the payment or discharge thereof solely by reason of an assignment or transfer to it by the person originally entitled; and</p> <p>(c) in whatever currency such moneys, obligations and liabilities may be denominated,</p> <p>together with all costs (including legal costs) charges and expenses and any VAT thereon incurred by the Lender and/or any Receiver, in each case on a full indemnity basis, in connection with -</p> <p>(i) the negotiation, execution and perfection of the security constituted by the Debenture, and</p> <p>(ii) the enforcement, exercise or preservation of any of the rights contained in the Finance Documents;</p> <p>"Security Document" means (a) the Debenture, (b) the Collateral Warranties, (c) the Cost Overrun Guarantee, (d) any other document evidencing or creating security over any asset to secure any obligation of the Borrower to the Lender under the Finance Documents or (e) any other document designated as such by the Lender and the Borrower;</p> <p>"Security Interest" means any mortgage, charge, assignment by way of security, hypothecation, pledge, declaration of trust, lien, right of set-off or combination of accounts, or any security interest whatsoever, howsoever created or arising,</p> <p>"Structural Engineer" means Nicholson Jones Partnership Limited (company number. 04295484) or any other structural engineer appointed by the Borrower or the Building Contractor with the approval of the Lender (such approval not to be unreasonably withheld),</p> <p>"Subordination Agreement" means a subordination agreement between the Loan Note Holder, the Borrower and the Lender in the agreed form in relation to the ranking of any existing or future Subordinated Loan Notes entered into between the Loan Note Holder and the Borrower,</p> <p>"Transaction Document" means (a) a Finance Document, (b) a Development Document, (c) the Operator Lease or (d) any other document designated as such by the Lender and the Borrower;</p> <p>"Transfer Certificate" means a certificate, substantially in the form of Schedule 4 of the Facility Agreement with such amendments as the Lender may approve or require or any other form agreed between the Lender and the Borrower; and</p> <p>"Zedan" means Zedan Limited, a company incorporated in the British Virgin Islands with company number 392084 and whose registered address is PO Box 438, Palm Grove House, Road Town Tortola, British Virgin Islands</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

Schedule

Property

Registered Proprietor	Description and title number
The Borrower	Land on the south side of Westward Road, Cainscross, Stroud more particularly described in an Option Agreement dated 07 February 2011 made between (1) H & L Motors Limited and (2) Limetree Real Estates Limited as varied by a memorandum dated 07 July 2012 together with land and buildings on the south side of Westward Road, Cainscross registered at the Land Registry under title number GR174413

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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

Evelyns UP

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 Christopher Lewis

Company name Eversheds LLP

Address 1 Callaghan Square

Post town Cardiff

County/Region

Postcode C F 1 0 5 B T

Country

DX DX 33016 Cardiff

Telephone 0845 497 9797



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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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



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

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

COMPANY NO. 8139384
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12 OCTOBER
2012 AND CREATED BY CASPAN LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
SANTANDER UK 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 18 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 OCTOBER
2012



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES