

MG01

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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  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



\*A2612H8X\*

A07

10/04/2013

#3

COMPANIES HOUSE

1

**Company details**

Company number 0 4 5 9 8 0 0 2

Company name in full IDEAL CAREHOMES LIMITED (the "Chargor")

30

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 2 8 0 3 2 0 1 3

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

LEGAL MORTGAGE (the "Deed")

4

**Amount secured**

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

Amount secured

**1 Covenant to pay**

1 1 Pursuant to clause 2 1 of the Deed, the Chargor has covenanted  
with the Bank that it will on demand pay and discharge the Secured  
Obligations from time to time when they fall due for payment and  
discharge

1 2 Pursuant to clause 2 2 of the Deed, the Chargor has agreed that  
interest on any sum due pursuant to the Deed but unpaid shall  
accrue from the due date up to the date of actual payment (both  
before and after judgment) at the rate that is 5% above three-month  
LIBOR from time to time, such interest to be compounded at such  
intervals as the Bank thinks fit

**Continuation page**

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

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## 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 BANK LEUMI (UK) PLC (the "Bank")

Address 20 Stratford Place

London

Postcode W I C I B G

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

#### 2 Charging provisions

##### 2.1 General

Pursuant to clause 3.1 of the Deed, the Chargor has agreed that all Security created by a Chargor under clauses 3.2 (*Legal mortgages*), 3.3 (*Assignments*), 3.4 (*Fixed charges*) and 3.5 (*Floating charge*) of the Deed is

- (a) granted in favour of the Bank,
- (b) a continuing security for the payment and discharge of the Secured Obligations and shall remain in full force and effect regardless of any intermediate payment or discharge by any Chargor or any other person of the whole or any part of the Secured Obligations,
- (c) granted with full title guarantee,
- (d) in addition to any other Security which the Bank may hold at any time for the Secured Obligations (or any of them) and may be enforced without first having recourse to any other rights of the Bank, and
- (e) granted in respect of all the right, title and interest (if any), present and future, of that Chargor in and to the relevant Secured Asset

##### 2.2 Legal mortgages

Pursuant to clause 3.2 of the Deed, the Chargor has charged by way of legal mortgage the Properties and all Premises and Fixtures on each of the Properties

##### 2.3 Assignments

- (a) Pursuant to clause 3.3(a) of the Deed, the Chargor has assigned the Relevant Policies to which it is a party
- (b) Pursuant to clause 3.3(b) of the Deed, the Chargor has agreed that it shall remain liable to perform all its obligations under the Relevant Policies

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## 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 *Burges Salmon LLP* 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 **Graham Soar**

Company name  
**Burges Salmon LLP**

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode 

B	S	2		0	Z	X
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Country **England**

DX **7829 BRISTOL**

Telephone **0117 939 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](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)**

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>2.4 Fixed charges</b></p> <p>Pursuant to clause 3 4 of the Deed, the Chargor has charged by way of fixed charge</p> <ul style="list-style-type: none"> <li>(a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 3 2 (<i>Legal mortgages</i>) of the Deed) and, in each case, the Premises and Fixtures on each such property,</li> <li>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</li> <li>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property, and</li> <li>(d) to the extent that any assignment in clause 3 3 (<i>Assignments</i>) of the Deed is ineffective as an assignment, the assets referred to in that clause</li> </ul> <p><b>2.5 Floating charge</b></p> <p>Pursuant to clause 3 5 of the Deed, the Chargor has charged by way of floating charge all its assets and undertakings wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 3 2 (<i>Legal mortgages</i>), 3 3 (<i>Assignments</i>) or 3 4 (<i>Fixed charges</i>) of the Deed</p> <p><b>2.6 Qualifying floating charge</b></p> <p>Pursuant to clause 3 6 of the Deed, the Chargor has agreed that the Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Deed</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

#### DEFINITIONS:

For the purposes of Sections 4 and 6 of this Form MG01, the following definitions shall have the following meanings

**"Facility Document"** means each facility letter, facility agreement or other document pursuant to which credit and/or other facilities may be made available to any Chargor or Obligor by the Bank,

**"Fixtures"** means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed on that Secured Property,

**"LIBOR"** has the meaning given to it in the relevant Facility Document,

**"Obligor"** means each of the entities set out below

Name	Jurisdiction of Incorporation	Registered number
Ideal Carehomes Group Limited	England and Wales	08293273
Ideal Carehomes (Number One) Limited	England and Wales	07535382
LNT Carehomes Limited	England and Wales	06956831
Ideal Carehomes Limited	England and Wales	04598002
Ideal Carehomes (Midlands) Limited	England and Wales	06994334
Ideal Carehomes (Number Two) Limited	England and Wales	07590307
LNT Construction Limited	England and Wales	02987352
Ginetta Cars Limited	England and Wales	02744760
Ginetta Lifestyle Limited	England and Wales	07387221
Ginetta Supercars Limited	England and Wales	07166220
Harehills Carehome Limited	England and Wales	06992972
Ideal Carehomes Group Limited	England and Wales	08293273
Ideal Carehomes (Hyde) Limited	England and Wales	07295946
Ideal Carehomes (Kirklees) Limited	England and Wales	07145869
Ideal Carehomes (North East) Limited	England and Wales	07254414

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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

Ideal Carehomes (North West) Limited	England and Wales	07254423
Ideal Carehomes (Number One) Limited	England and Wales	07535382
LNT Automotive Limited	England and Wales	04598337
LNT Carehomes Limited	England and Wales	06956831
LNT Chemicals Limited	England and Wales	07123117
LNT Group Limited	England and Wales	04929823
LNT Software Limited	England and Wales	03462441
LNT Solutions Limited	England and Wales	07166878

**"Premises"** means any building on a Secured Property,

**"Property"** means the following property

Chargor	Country and district (or address or description and London borough)	Title number
Ideal Carehomes Limited	Chesterton Lodge, Staffordshire Knot, Loomer Road, Newcastle ST5 7LB	SF418311

**"Secured Assets"** means in respect of any Chargor, all of its assets and undertakings the subject of or expressed to be the subject of, any Security created by, under or supplemental to the Deed, in favour of the Bank,

**"Secured Obligations"** means in respect of any Chargor, all monies and liabilities now or after the date of the Deed due, owing or incurred by that Chargor to the Bank whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Bank, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction,

**"Secured Property"** means at any time the Properties and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Deed

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b><u>ADDITIONAL PROVISIONS.</u></b></p> <p><b>1 Negative pledge</b></p> <p>1 1 Pursuant to clause 5 1 of the Deed, the Chargor has undertaken with the Bank that it shall not create or permit to subsist any Security over any of its assets</p> <p>1 2 Pursuant to clause 5 2 of the Deed, the Chargor has undertaken with the Bank that it shall not</p> <ul style="list-style-type: none"> <li>(a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it, a Chargor or any other member of the Group,</li> <li>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</li> <li>(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or</li> <li>(d) enter into any other preferential arrangement having a similar effect,</li> </ul> <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset</p> <p>1 3 Pursuant to clause 5 3 of the Deed, the Chargor has agreed that clauses 4 8 (<i>Representations</i>), 5 1 (<i>Negative pledge</i>) and 5 2 (<i>Negative pledge</i>) of the Deed do not apply to any Security created by or pursuant to the Deed or any Security or arrangement which is permitted by the Bank in writing or expressly permitted under the terms of any Finance Document</p> <p><b>2 Automatic conversion of floating charge to a fixed charge</b></p> <p>Pursuant to clause 3 8 of the Deed, the Chargor has agreed that if (unless permitted in writing by the Bank or expressly permitted under the terms of any Finance Document)</p> <ul style="list-style-type: none"> <li>(a) a Chargor creates or attempts to create any Security over any of its Floating Charge Assets,</li> <li>(b) any person levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, or</li> <li>(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of any Chargor,</li> </ul> <p>the floating charge created by the Deed will automatically and immediately without notice be converted into a fixed charge over the relevant assets or, in the circumstances described in clause 3 8 (c) (<i>Automatic conversion of floating charge to a fixed charge</i>) of the Deed, over all of the Floating Charge Assets</p> <p><b>3. Tacking and further advances</b></p> <p>Pursuant to clause 8 2 of the Deed, where the Bank is, subject to the terms of the Finance Documents, under an obligation to make further advances to any Chargor or Obligor, the security under the Deed has been made for securing such further advances and the Bank and each Chargor by the Deed consent to an application being made to the Land Registry to enter a note of such obligation on the Charges Register of any registered land (and any unregistered properties subject to compulsory first registration at the date of the Deed) forming part of the Secured Property</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

#### 4 Further assurance

4 1 Pursuant to clause 7 1 of the Deed, the Chargor has agreed to promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Bank may reasonably specify (and in such form as the Bank may reasonably require) in favour of the Bank or its nominee(s)

- (a) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Bank provided by or pursuant to the Deed or by law,
- (b) to confer on the Bank Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed, and/or
- (c) (if an Enforcement Event is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by or under the Deed

4 2 Pursuant to clause 7 2 of the Deed, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to the Deed

4 3 Pursuant to clause 7 3 of the Deed, the Chargor has agreed that any document required to be executed by a Chargor under clause 7 (*Further assurance*) of the Deed will be prepared at the cost of the Chargor

#### 5. Security power of attorney

Pursuant to clause 15 of the Deed, the Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under the Deed including the giving of notices to third parties of the creation of any Security pursuant to the Deed The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 15 (*Security power of attorney*) of the Deed

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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

#### ADDITIONAL DEFINITIONS:

For the purpose of the Additional Provisions in section 6 of this Form MG01, the following definitions shall have the following meanings

- "Enforcement Event"** means any one of the following
- (a) the Bank has demanded repayment of any or all of the amounts outstanding under any Facility Document and the amount demanded has not been paid on or prior to the date specified for repayment in that demand,
  - (b) an event has occurred under any Facility Document giving the Bank the right to call for repayment or prepayment of any amount outstanding under that Facility Document and/or the right to enforce any Security, or
  - (c) the relevant Chargor has requested that the Bank enforce all or any of its rights under the Deed,
- "Finance Documents"** means each Facility Document and each other document or agreement defined as such in a Facility Document,
- "Floating Charge Assets"** means all assets and undertakings from time to time subject to the floating charge created under clause 3.5 (*Floating charge*) of the Deed,
- "Group"** has the meaning given to it in the Facility Documents, and
- "Receiver"** means any receiver, manager or administrative receiver appointed by the Bank in respect of any Chargor or any of the Secured Assets



**FILE COPY**

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

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

COMPANY NO. 4598002

CHARGE NO. 30

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 28  
MARCH 2013 AND CREATED BY IDEAL CAREHOMES LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO BANK LEUMI (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 10 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 APRIL 2013



DX



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES