

MG01

Particulars of a mortgage or charge

104415-91



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 on a  
company. To do this, use  
form MG01s

THURSDAY



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\*A1KA0MRV\*

25/10/2012

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COMPANIES HOUSE

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**Company details**

Company number

5 1 7 6 9 9 8

Company name in full

St Andrew's Healthcare (the "Mortgagor")

9

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

d2 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'

Mortgage Deed (the "Mortgage") to secure own liabilities

4

**Amount secured**

Amount secured

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

(a) All money and liabilities whether actual or  
contingent (including further advances made  
thereafter by the Bank which then were or at any  
time thereafter might be due, owing or incurred by  
the Mortgagor to the Bank anywhere or for which  
the Mortgagor might be or become liable to the  
Bank in any manner whatsoever without limitation  
(and (in any case) whether alone or jointly with  
any other person and in whatever style, name or  
form and whether as principal or surety and  
notwithstanding that the same may at any earlier  
time have been due, owing or incurred to some  
other person and have subsequently become due,  
owing or incurred to the Bank as a result of a  
transfer, assignment or other transaction or by  
operation of law);

continued/.

**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc (the "Bank")	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>In the Mortgage, so far as the context admits, the following words and expressions have the following meanings</p> <p><b>"Enfranchising Legislation"</b> means any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954;</p> <p><b>"Environmental Licence"</b> means any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law;</p> <p><b>"Mortgaged Assets"</b> means the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to this Mortgage, and such expression shall include all or any part thereof;</p> <p><b>"Mortgaged Property"</b> means the property, assets, rights and interests charged by paragraph 1 below and such expression shall include all or any part thereof; and</p> <p><b>"Secured Obligations"</b> means.</p> <p>(a) all money and liabilities and other sums hereby agreed to be paid by the Mortgagor to the Bank; and</p> <p style="text-align: right;">continued/....</p>	

# 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

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 DLA Piper UK LLP

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 Lewis Gaut

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Post town Birmingham

County/Region West Midlands

Postcode B 2 4 D L

Country

DX DX: 13022 BIRMINGHAM 1

Telephone 0121 262 5847

### 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 - continuation page**  
Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) Interest on all such money and liabilities to the date of payment at such rate or rates as from time to time might be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;</p> <p>(c) Commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets from the security) or in enforcing the security thereby created on a full and unqualified indemnity basis.</p> <p>(d) Any fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage. Such fees shall be payable at such rate as may be specified by the Bank, and</p> <p>(e) All other money and liabilities expressed to be secured by the Mortgage and all other obligations and liabilities of the Mortgagor under the Mortgage.</p>	

# MG01 - continuation page

## 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	<b>"Secured Obligations" continued</b>	
	(b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 12, 13, 14, 16, 20 and 29) and all other obligations and liabilities of the Mortgagor under the Mortgage.	
	1.	
	(a) By way of legal mortgage with full title guarantee the property specified in the Schedule below and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations;	
	(b) By way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations with full title guarantee any fixed plant and machinery from time to time on any such property as is referred to in 1(a) above and which is not included within the charge in 1(a) above; and	
	(c) (where any property referred to in 1(a) above is leasehold) by way of fixed charge with full title guarantee as a continuing security for the payment to the Bank of the Secured Obligations any present or future right or interest conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto	
	2	
	By way of assignment with full title guarantee all amounts then or thereafter owing to the Mortgagor by way of	
	(a) rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the property, assets, rights and interests charged by 1 above (the <b>"Mortgaged Property"</b> );	
	(b) licence fee by any licensee (whether present or future) of the Mortgaged Property,	
	(c) service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property,	
	(d) rent deposit and purchase deposit, and	

continued/ . .

# MG01 - continuation page

## 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>(e) any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any such case whether present or future) of the Mortgaged Property,</p> <p>and in each case the proceeds thereof and all rights to recover such amounts and, subject to re-assignment on payment of the Secured Obligations</p> <p>3 Charges with full title guarantee and as a continuing security for the payment to the Bank of the Secured Obligations:</p> <p>(a) by way of fixed charge all present and future amounts owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(b) by way of fixed charge all present and future amounts owing to the Mortgagor by way of licence fee by any licensee (whether present or future) of the Mortgaged Property (and the proceeds thereof),</p> <p>(c) by way of fixed charge all present and future amounts owing to the Mortgagor in respect of service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether present or future) of the Mortgaged Property (and the proceeds thereof);</p> <p>(d) by way of fixed charge all present and future amounts owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof);</p> <p>(e) by way of fixed charge all present and future amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof);</p>	continued/ ....

# MG01 - continuation page

## 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

- (f) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged by 3(a)-(e) inclusive above) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation) (and in each case the proceeds thereof); and
- (g) by way of floating charge all the present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property ("**Chattels**") belonging to the Mortgagor or in which the Mortgagor has any interest ("**Mortgaged Chattels**").
4. By way of assignment with full title guarantee the goodwill of the business (if any) which then was or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (the "**Mortgaged Licenses**") (if any) and also the full right to recover and receive all compensation which might at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations.
5. By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations.
6. Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, by way of fixed charge with full title guarantee the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "**Share(s)**") as a continuing security for the payment to the Bank of the Secured Obligations; and

continued/..



# MG01 - continuation page

## 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>7. By way of assignment with full title guarantee the Intellectual Property Rights being.</p> <p>(a) all present and future copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested,</p> <p>(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor; and</p> <p>(c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights might subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations therefore, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property might be incorporated;</p> <p>that arising in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations.</p>	
	continuation/. ..	

# MG01 - continuation page

## 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>8      <b>Further Assurance</b></p> <p>(a)    The Mortgagor shall at any time if and when required by the Bank execute and deliver to the Bank or as the Bank shall direct such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation as the Bank shall require of and on all or any of the Mortgaged Assets to secure payment of the Secured Obligations. Such assignments, mortgages, securities, charges agreements or other legal documentation shall be prepared by or on behalf of the Bank at the cost of the Mortgagor and shall contain all such clauses for the benefit of the Bank as the Bank may require including without limitation if so required by the Bank, in the case of a mortgage or charge on the Mortgaged Property, any such clauses as are contained in any of the Bank's standard forms of mortgage from time to time.</p> <p>(b)    The Mortgagor shall at any time if and when required by the Bank and at the Mortgagor's cost give notice to such persons as the Bank may require of the assignments, mortgages and charges hereby effected and any such further legal or other assignments, mortgages, securities, charges, agreements and other legal documentation, and shall take do or execute such steps, acts, deeds, documents and things as the Bank may consider necessary or desirable to give effect to and procure the perfection, of the security intended to be granted by this Mortgage or any such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation</p> <p>9.      <b>Power of Attorney</b></p> <p>(a)    For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in any of the Mortgaged Assets, the Mortgagor irrevocably appoints the Bank and the persons deriving title under it, and its and their substitutes and any receiver or receivers appointed under this Mortgage (the "<b>Attorney</b>") jointly and also severally to be the Mortgagor's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Mortgagor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing:</p> <p>(1)    the right to do anything to procure or carry out the performance of the Mortgagor's obligations under this Mortgage and anything to facilitate the exercise of the Bank's rights under this Mortgage;</p> <p style="text-align: right;">continued/ ..</p>	

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	<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>9      <b>Power of Attorney (continued)</b></p> <p>(11) the right to act in the name of the Mortgagor;</p> <p>(111) the right to delegate and sub-delegate any or all of the rights of the Attorney; and</p> <p>(1v) the right to sign, execute, seal, deliver and otherwise perfect</p> <p>(A) any documents or instruments which the Bank or any receiver may require for perfecting the title of the Bank to the Mortgaged Assets or for vesting the same in the Bank, its nominees or any purchaser; and</p> <p>(B) any further security documentation referred to in clause 6</p> <p>(b) The Mortgagor ratifies and shall ratify everything done or purported to be done by the Attorney.</p> <p style="text-align: right;">continued/... .</p>	

# MG01 - continuation page

## 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

#### THE SCHEDULE

#### THE MORTGAGED PROPERTY

The property known as or being as land adjoining Clare House, Pound Lane, North Benfleet (title no: EX636235); Redvers, Pound Lane, North Benfleet, Wickford (SS12 9JP) (title no: EX450684) and Clare House, Pound Lane, Bowers Gifford, Basildon (SS13 2GD) (title no: EX637089)

The Property is **Freehold**

Including the entirety of the property comprised in the document(s) particulars of which are set out below.

Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties

#### Title No(s)

EX636235, EX450684 and  
EX637089

#### Administrative Area

Essex

#### NOTE

(A) By sub-clause 5.1 of the Mortgage the Mortgagor shall not without the prior written consent of the Bank:

(i) sell, assign, license, sub-license, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (other than the Mortgaged Chattels (subject as provided in clause 5.5(a) of the Mortgage)),

(ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;

continued/.....

**MG01 - continuation page**  
**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>THE SCHEDULE (continued)</b></p> <p>(111) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule to the Mortgage ("<b>Prior Mortgages</b>") and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or</p> <p>(1v) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by A(111) above.</p> <p>(B) By sub-clause 5 5(b) the Mortgagor covenanted that it would pay into its account or accounts with the Bank:</p> <p>(1) the rents, fees, service charges, sums, deposits and other amounts referred to in 2. above and the proceeds thereof, and</p> <p>(11) the proceeds of the book and other debts, monetary claims and choses in action, rentals and other payments referred to in 3 above,</p> <p>provided that (where relevant) the Bank shall be deemed to receive the rentals and other amounts referred to in 2. and 3. (a), (b), (c), (d) and (f) above pursuant to the assignment or fixed charge respectively contained therein and not pursuant to the charges over the Mortgaged Property or as mortgagee in possession.</p> <p>(C) By sub-clause 5.5(c) the Mortgage declares that all such proceeds received or obtained by the Mortgagor or on the Mortgagor's behalf but which are not so paid or transferred into that account or accounts shall be received and held by the Mortgagor on trust for the Bank.</p>	



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

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

COMPANY NO. 5176998  
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 22 OCTOBER  
2012 AND CREATED BY ST ANDREW'S HEALTHCARE FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LLOYDS TSB BANK 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 25 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 OCTOBER  
2012

DX



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**