

# MG01

## Particulars of a mortgage or charge

099978/26



**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 for  
company. To do this, please use  
form MG01s

SATURDAY



A06 \*A25QWBB6\* 06/04/2013 #249

COMPANIES HOUSE

FOR OFFICIAL USE

### 1 Company details

Company number 0 5 9 0 4 4 3 2

Company name in full PSP Healthcare Limited ("the **Mortgagor**")

→ **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 7 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 charge (the **"Deed"**)

### 4 Amount secured

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

Amount secured All monies, obligations and liabilities owed by  
either the Borrower or the Mortgagor to the Lender  
at the date of the Deed and in future, whether  
actual or contingent and whether owed jointly or  
severally, as principal or surety and/or in any  
other capacity, including but not limited to under  
or in connection with the Finance Documents  
(including, without limitation, those arising under  
clause 19.3.2 of the Deed) together with all  
interest (including, without limitation, default  
interest) accruing in respect of such monies or  
liabilities (the **"Secured Liabilities"**).

**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 PSP Group Limited (the "**Lender**")

Address PSP House, Hung Road, Shirehampton

Bristol

Postcode B S 1 1 9 X 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 attached continuation page

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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 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)

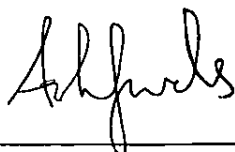
### 9 Signature

Please sign the form here

Signature

Signature

X



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 Rebecca Dury

Company name Ashfords LLP

Address Ashford House

Grenadier Road

Post town Exeter

County/Region Devon

Postcode E X 1 3 L H

Country UK

DX 150000 Exeter 24

Telephone 01392 337000



### 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charged to the Lender:</p> <ol style="list-style-type: none"> <li>1. by way of first legal mortgage, the Property; and</li> <li>2. by way of first fixed charge: <ol style="list-style-type: none"> <li>2.1. all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, the Rent and the benefit of any guarantee or security in respect of the Rent, to the extent not effectively assigned under clause 3.2 of the Deed;</li> <li>2.2. the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and</li> <li>2.3. all authorisations (statutory or otherwise) held or required in connection with the Mortgagor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them.</li> </ol> </li> </ol> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigned to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:</p> <ol style="list-style-type: none"> <li>1. all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy; and</li> <li>2. the Rent and the benefit of any guarantee or security in respect of the Rent.</li> </ol> <p>NB The Mortgagor covenanted that it shall not at any time, except with the prior written consent of the Lender</p> <ol style="list-style-type: none"> <li>(a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by the Deed;</li> <li>(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so)</li> </ol>	

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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>all or any part of, or any interest in, the Charged Property; or</p> <p>(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.</p> <p><b>Definitions</b></p> <p><b>Borrower</b> - Prabhu Krupa Holdings Limited incorporated and registered in Guernsey with company number 45243 whose registered office is at Frances House, Sir William Place, St Peter Port, Guernsey.</p> <p><b>Charged Property</b> - all the assets, property and undertaking for the time being subject to any Security Interest created by the Deed (and references to the Charged Property shall include references to any part of it).</p> <p><b>Finance Documents</b> - the Deed, the Loan Agreement and the Security Documents.</p> <p><b>Insurance Policy</b> - each contract or policy of insurance effected or maintained from time to time in respect of the Property.</p> <p><b>Loan Agreement</b> - the facility agreement dated on or about the date of the Deed between the Borrower and the Lender for the provision of loan facilities.</p> <p><b>Property</b> - The leasehold land being Gibraltar Care Village, Portal Road, Monmouth, NP25 5DA registered at the Land Registry with title number CYM496099.</p> <p><b>Rent</b> - all amounts payable to or for the benefit of the Mortgagor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Mortgagor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise.</p> <p><b>Security Documents</b> - the legal mortgages in the agreed form, executed, or to be executed by the Lender and PSP Care Villages Limited in respect of the properties known as Gibraltar House and Gibraltar Care Village, Monmouth and Hatherleigh Care Village, Hatherleigh, Okehampton.</p> <p><b>Security Interest</b> - any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar</p>	

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

effect.



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

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

**COMPANY NO. 5904432  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 27  
MARCH 2013 AND CREATED BY PSP HEALTHCARE LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
BORROWER OR THE COMPANY TO PSP GROUP LIMITED 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 6 APRIL 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2013**



