

MG01

357472/13



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

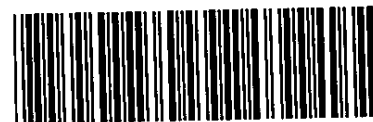
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

THURSDAY



A4PVXRJ

A05

24/02/2011

129

COMPANIES HOUSE

1

Company details

Company number

0 6 3 0 5 5 5 0

Company name in full

GLADMAN COMMERCIAL PROPERTIES (STAFFORD) LIMITED
(the "Chargor")

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 d0 m0 m2 y2 y0 y1 y1

3

Description

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

Description

A debenture made between (1) the Chargor and others as chargors and (2)
The Royal Bank of Scotland plc (the "Security Trustee") (the "Debenture").

4

Amount secured

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

Amount secured

Please see Part 1 of the attached continuation
sheets, to be read in conjunction with Part 4,
which contains applicable definitions

Continuation page

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

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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 THE ROYAL BANK OF SCOTLAND PLC

Address 36 ST ANDREW SQUARE

EDINBURGH

Postcode E H 2 2 Y B

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 Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions.

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants in the Debenture. Please read this in conjunction with Part 4, which contains applicable definitions.

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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

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 866).

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 870). 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 Mayer Brown International LLP X

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

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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 20601/10362981

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 20 3130 3000



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 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

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Amount secured

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

Amount secured

Part 1 - Amount Secured

The "**Secured Obligations**", defined in Clause 1.1 (*Definitions*) of the Debenture to mean, in respect of the Chargor

All monies and liabilities now or after the date of the Debenture due, owing or incurred by the Chargor and others to the Finance Parties (or any of them) under the Finance Documents (or any of them) 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 moneys and liabilities and all costs, charges and expenses incurred by any Finance Party under any Finance Document

Please read in conjunction with Part 4, which contains applicable definitions.

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Part 2 - Short particulars of all the property mortgaged or charged

1 General

All Security created by the Chargor under Clauses 3.2 (*First legal mortgages*) to 3.5 (*Floating charge*) of the Debenture inclusive is

- (a) a continuing security for the payment and discharge of the Secured Obligations,
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and
- (d) granted in favour of the Security Trustee as security trustee for the Finance Parties

2 First legal mortgages

The Chargor charges by way of first legal mortgage-

- (a) the Properties,
- (b) all other interests and estates in freehold, leasehold or commonhold property,

and, in each case, all Premises and Fixtures on such property for the time being.

3 Assignments

The Chargor assigns

- (a) the Relevant Agreements to which it is a party; and
- (b) the Relevant Policies to which it is a party.

The Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies to which it is a party

4. First fixed charges

The Chargor charges by first fixed charge other than specific assets effectively charged by way of legal mortgage or assigned under Clauses 3.2 (*First legal mortgages*) or 3.3 (*Assignments*) of the Debenture

- (a) all other interests and estate in any freehold, heritable, leasehold or commonhold property,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property;</p> <p>(d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together "Chattels") present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them,</p> <p>(e) the Investments together with all Related Rights;</p> <p>(f) all book and other debts, due to the Chargor and their proceeds (both collected and uncollected) (together the "Debts"), and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them),</p> <p>(g) all moneys from time to time standing to the credit of each account held by the Chargor with any bank, building society, financial institution or other person (each an "Account"),</p> <p>(h) all its intellectual property,</p> <p>(i) all its goodwill and uncalled capital,</p> <p>(j) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them, and</p> <p>(k) to the extent that any assignment in Clause 3.3 (<i>Assignment</i>) of the Debenture is ineffective as an assignment, the assets referred to in that clause</p>	
5	<p>Floating charge</p> <p>The Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage, fixed charge or assigned under Clauses 3.1 (<i>General</i>), 3.2 (<i>First legal mortgages</i>), 3.3 (<i>Assignments</i>) or 3.4 (<i>First fixed charges</i>) of the Debenture (but excluding from the foregoing exception all of the assets and undertaking of the Chargor (both present and future) situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge created by</p>	

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Short particulars of all the property mortgaged or charged

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Short particulars

Clause 3.5 of the Debenture).

Part 3 - Covenants

Negative Pledge

1. **No security**

The Chargor shall not create or permit to subsist any Security over any of its assets other than Permitted Security

2 **No disposals**

The Chargor shall not (other than in relation to any Permitted Security):

- (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 a Chargor;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (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
- (d) enter into any other preferential arrangement having a similar effect,

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

3 **No disposals of secured assets**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

4 **Permitted disposals**

Clause 6.1 (*No disposals of secured assets*) of the Debenture does not apply to any Permitted Disposal

5 **Further assurance**

- (a) The Chargor shall promptly do all such acts and execute all such documents (including assignments, assignments, transfers, mortgages, charges, notices and instructions) as

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the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) in favour of the Security Trustee or its nominee(s))

(1) to create, perfect, protect and maintain the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Debenture or by law,

(11) to confer on the Security Trustee or confer on the Finance Parties Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or

(111) (if an Event of Default 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 Debenture

(b) 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 Security Trustee or the Finance Parties by or pursuant to the Debenture

(c) Any document required to be executed by the Chargor under Clause 7 of the Debenture will be prepared at the cost of the Chargor.

Part 4 - Definitions

"Account Bank" means NatWest (acting through its branch at 46 High Street, Congleton, Cheshire CW12 1BE) or any other bank to which the Obligors transfer the Accounts with the prior written consent of the Agent,

"Agent" means The Royal Bank of Scotland plc

"Arranger" means the Royal Bank of Scotland plc

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration, or any other similar permission,

"Borrowers" means Gladman Care Homes Limited, Gladman Developments Limited and Gladman Commercial Properties

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"Finance Document" means any of the Amended and Restated Facility Agreement, the First Restatement Agreement, the Second Restatement Agreement, the Third Restatement Agreement, any Accession Deed, each Fee Letter, the Hedging Strategy Letter, any Hedging Agreement, the Subordination Deed, the AIB Deed of Priorities, the Co-Op Deed of Priorities, each Security Document, any Direct Agreement, any Step-in Agreement, any Utilisation Request, and any other document designated as a Finance Document by the Agent and any Borrower;

"Finance Party" means any of the Agent, the Arranger, the Security Trustee, the Account Bank, each Lender and each Hedging Counterparty;

"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 the Secured Property,

"Hedging Agreement" means any ISDA Master Agreement, confirmation, schedule or other agreement in form and substance satisfactory to the Agent to be entered into by a Borrower and a Hedging Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities and **"Hedging Agreements"** means any of them;

"Hedging Counterparty" means National Westminster Bank plc and The Co-Operative Bank P.L.C.,

"Insurance Policies" means in respect of a Chargor all policies of insurance present and future in which it has an interest,

"Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in s22, and as defined in Part II of Schedule 2, of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered held by the relevant Chargor or by a trustee or clearance system or nominee;

"Lender" means National Westminster Bank plc and The Co-Operative Bank P L C ,

"Obligors" means the Borrowers and the Subsidiary Guarantors and **"Obligor"** means any of them;

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is permitted by the Agent or the Security

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Short particulars	<p>Trustee in writing,</p> <p>"Permitted Security" means:</p> <ul style="list-style-type: none"> (a) any Security arising under any Security Document, (b) the legal charge dated 3 May 2006 and granted by GDL in favour of Co-Op, (c) the 10 legal mortgages granted by GCP in favour of AIB all of which are dated 20 December 2006 with the exception of that granted on 31 January 2007 and the guarantee given by the Trustees to AIB on 10 January 2007; (d) the standard security dated 21 March 2006 in respect of land lying to the Northwest of Mill Roundabout, Livingston registered in the Land Register of Scotland under Title Number WLN 37234 in favour of Burr-Brown Europe Limited registered on 21 April 2006 and subsequently assigned to Texas Instruments Limited on 21 September 2006, (e) the standard security in favour of Inveraldie Properties Limited dated 15 July 2008, (f) the Cash Deposit Agreement; and (g) any Security permitted by the Agent in writing, <p>"Premises" means any building on a Secured Property;</p> <p>"Properties" mean the properties listed in Schedule 2 (<i>Properties</i>) of the Debenture,</p> <p>"Quasi-Security" means a transaction described in Clause 5 2 (<i>No disposals</i>) of the Debenture,</p> <p>"Related Rights" means in respect of any Investment</p> <ul style="list-style-type: none"> (a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise), (b) all shares, investments or other assets derived from that Investment, and (c) all rights derived from or incidental to that Investment, <p>"Relevant Agreements" means each Hedging Agreement and any agreement otherwise designated as a "Relevant Agreement" by the Security Trustee and relevant Chargor in writing,</p> <p>"Relevant Policies" means all Insurance Policies (other than</p>	

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Short particulars	<p>policies in respect of third party liability) together with all moneys payable in respect of those policies,</p> <p>"Security" means a mortgage, charge, pledge, lien, assignment, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Secured Assets" means all of the assets of the Obligors which are, or are expressed to be, the subject of the Transaction Security,</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) each Debenture; (b) each Supplemental Legal Mortgage, (c) any Standard Security, (d) any Assignment of Rents, (e) any Floating Charge, (f) any Security Assignment; (g) the Shares Charges; (h) each Personal Guarantee, and (i) any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Borrowers under any of the Finance Documents, <p>"Secured Property" means, at any time, the Properties and all other freehold, heritable, leasehold or commonhold property which is subject to a Security created by, under or supplemental to this Deed;</p> <p>"Subsidiary Guarantors" means Gladman Commercial Properties (St Asaph) Limited, Gladman Commercial Properties (Stafford) Limited, Gladman Commercial Properties (Rugby) Limited, Gladman Commercial Properties (Huntingdon) Limited, Gladman Commercial Properties (Sherburn Phase IV) Limited and Gladman Commercial Properties (Burntwood) Limited</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents;</p>

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Short particulars



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

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

COMPANY NO. 6305550
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10
FEBRUARY 2011 AND CREATED BY GLADMAN COMMERCIAL
PROPERTIES (STAFFORD) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND
OTHERS TO THE FINANCE PARTIES OR ANY OF THEM 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 24 FEBRUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 FEBRUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES