

MG01

Particulars of a mortgage or charge

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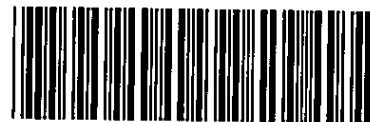
A fee is payable with this form.

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 reg
particulars of a charge for a Sc
company To do this, please us
form MG01s

FRIDAY



A12 *A2668KYJ* 12/04/2013 #300
COMPANIES HOUSE

1 Company details

Company number 0 8 2 9 3 2 7 3

Company name in full IDEAL CAREHOMES GROUP LIMITED

(3) 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 d8 m0 m3 y2 y0 y1 y3

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 in favour of Clydesdale Bank PLC (trading as both
Clydesdale Bank and Yorkshire Bank)

4 Amount secured

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

Amount secured As specified in the continuation pages to this
form

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	Clydesdale Bank PLC (trading as Yorkshire Bank)		
Address	30 St Vincent Place		
	Glasgow		
Postcode	G 1 2 H L		
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	As specified in the continuation pages to this form		

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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 *EVERNESS LTD* 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 James Oxley

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode

L	S	1	1		5	D	R
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Country

DX DX 12027 Leeds - 27

Telephone 0845 498 4417

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

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Amount secured

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

Amount secured

4

The amount secured by the Debenture is all present and future obligations and liabilities (including without limitation all sums of principal, interest and expenses) whether actual or contingent and whether owed solely or jointly and whether as principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any other relevant jurisdiction) of the Company to the Bank, and in whatever manner and on any account (the "**Secured Liabilities**").

All capitalised terms used in this form are defined in the Appendix to this form

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

- 1 The Company as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee charged to the Bank.
- 1.1 by way of legal mortgage all freehold and leasehold property described in the Schedule to the Debenture (as described in the Schedule below) (if any);
- 1.2 by way of fixed charge
 - (a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 2.1.1 of the Debenture (as referred to in paragraph 1.1 above)) together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property;
 - (b) all present and future interests of the Company in the proceeds of sale of any land and all present and future licences of the Company to enter upon or use land,
 - (c) all rents receivable from any lease granted of any freehold or leasehold property by the Company,
 - (d) all plant, machinery and other equipment legally and beneficially owned by the Company, whether at the date of the Debenture or in the future,
 - (e) all stocks, shares and other securities owned (at law or in equity) by the Company at the date of the Debenture or in the future and all rights, money or property of a capital nature at any time accruing or offered in relation to them or derived from them,
 - (f) all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2.1.2.5 of the Debenture (as referred to at paragraph 1.2(e) above), whether by way of dividend, distribution, interest or otherwise,
 - (g) all rights and interest in and claims under all insurance or assurance contracts or policies at the date of the Debenture or in the future held by or for the benefit of the Company (including all money payable under them);
 - (h) all patents, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered

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Short particulars

rights in designs and database rights and any other intellectual property rights, in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;

- (i) all the Company's rights at the date of the Debenture or in the future in relation to trade secrets, confidential information and know how,
- (j) all present and future book debts of the Company and other monies due, owing, payable or incurred to the Company at the date of the Debenture or in the future,
- (k) all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- (l) all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and
- (m) the benefit of any interest rate or currency hedging instruments or other derivatives at the date of the Debenture or in the future entered into by the Company;

1.3 by way of floating charge all the Charged Assets not effectively and enforceably otherwise mortgaged or charged by clause 2 of the Debenture (as referred to in this paragraph 1) (including, without limitation, any heritable or leasehold property of the Company in Scotland and any Charged Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture (as referred to in paragraph 1 2 above).

1.4 The Bank may at any time, by notice to the Company, immediately convert the floating charge created under clause 2 1.3 of the Debenture (as referred to in paragraph 1.3 above) into a fixed charge over any Charged Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge

- (a) in respect of any Charged Assets which become subject to any step by any third party to take a fixed charge;
- (b) in respect of any Charged Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them;

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Short particulars

(c) in respect of all Charged Assets charged under clause 2.1.3 of the Debenture (as described in paragraph 1.3 above) if and when the Company ceases to carry on business or to be a going concern, and

(d) in respect of all the Charged Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

1.5 Clause 2.3 of the Debenture (as described in paragraph 1.4 above) will not apply

(a) to any Charged Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or

(b) solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000.

1.6 The Company shall.

(a) get in and realise all Receivables in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an account in accordance with clause 2.9.2 of the Debenture (as described in paragraph 1.6(b) below)) upon trust for the Bank;

(b) pay into its account with the Bank (or as the Bank may direct) all money which it receives in respect of any Receivables, and

(c) if called upon to do so by the Bank execute a legal assignment of all or any of the Receivables to the Bank

2 The Company undertakes to the Bank that it will not:

2.1 except for a Permitted Encumbrance create or allow to subsist any Encumbrance. In the event that the Company creates any Encumbrance in breach of this prohibition, the Debenture shall rank in priority to that Encumbrance,

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Short particulars

- 2 2 dispose of all or any of the Charged Assets or its interest in them otherwise than in the ordinary course of business.
- 3 The Company shall not without the prior written consent of the Bank deal with book or other debts or securities forming part of the Charged Assets otherwise than in the ordinary course of getting in and realising the same, which shall not include or extend to selling or assigning or in any other way factoring or discounting any of them.
- 4 The security constituted by the Debenture shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

Definitions

All capitalised terms used in this form are defined in the Appendix to this form.

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Schedule (Property)

The Debenture does not specify any leasehold or freehold property relating to the Company.

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Short particulars

APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply:

"**Bank**" means Clydesdale Bank PLC (trading as both Clydesdale Bank and Yorkshire Bank)

"**Charged Assets**" means the whole of the property, assets and rights (including uncalled capital) which are or may from time to time while the Debenture is in force be comprised in the property and undertaking of the Company

"**Companies Act**" means the Companies Act 2006, as amended from time to time

"**Company**" means Ideal Carehomes Group Limited (company number 08293273)

"**Debenture**" means a debenture made on 28 March 2013 between the Company and the Bank

"**Encumbrance**" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security.

"**Fixed Charge Assets**" means any of the Charged Assets which are comprised within a mortgage or fixed charge created by clauses 2.1.1 or 2.1.2 of the Debenture (as referred to in paragraphs 1.1 and 1.2 above) or any security created pursuant to clause 2.9 of the Debenture (as referred to in paragraph 1.6 above)

"**Permitted Encumbrances**" means

- (a) a fixed security in favour of the Bank;
- (b) any Encumbrance arising by operation of law and in the ordinary and usual course of trading of the Company, and
- (c) any Encumbrance consented to in writing by the Bank

"**Receivables**" means all sums of money whether present or future, receivable by the Company which consist of or are derived from any Fixed Charge Assets

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"Receiver" means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Charged Assets

"Secured Liabilities" has the meaning given in the continuation page to this form

Construction

In the form and its appendices the following applies

- 1 without prejudice to any requirement to procure consent to the same the expressions **"Company"** and **"Bank"** include their successors, assignees and transferees; and
- 2 without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that document as amended, varied, supplemented, novated, restated or substituted from time to time



FILE COPY

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

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

COMPANY NO. 8293273
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH
2013 AND CREATED BY IDEAL CAREHOMES GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO CLYDESDALE BANK PLC (TRADING AS
YORKSHIRE BANK) ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 12 APRIL 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2013