

MG01

Particulars of a mortgage or charge

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LASERFORM

**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**

You cannot use this form particulars of a charge for company. To do this, please form MG01s

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COMPANIES HOUSE

1

**Company details**

Company number

0 0 7 7 7 5 6 7

Company name in full

Dovestone Estates Limited (the "Chargor")

For official use  
21

→ **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

d2 d7 m0 m5 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

Debenture (the "Debenture")

4

**Amount secured**

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

Amount secured

The Chargor covenants with the Bank (as defined in Section 5 of this Form MG01) that it will on demand pay and discharge to the Bank all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Chargor to a third party which have been assigned or novated to or otherwise vested in the Bank and including interest, discounts, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgment or decree obtained under or in relation to the Debenture (the "Secured Obligations")

**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	Investec Bank plc (Company Number 00489604) (the "Bank")		
Address	2 Gresham Street		
	London		
Postcode	E C 2 V 7 Q P		
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>Capitalised terms used in this Form MG01 shall have the meaning given to them in this Form MG01 (consisting of one form MG01 and four forms MG01 (continuation page))</p> <p><b>6 1. Fixed Charges</b></p> <p>Pursuant to the Debenture, the Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, charged to the Bank</p> <p><b>6 1 1</b> by way of first legal mortgage, any freehold or leasehold or other immovable property now vested in the Chargor (including without limitation the freehold property at Wray Common Nursing Home known as land lying to the East of Wray Common Road, Reigate and registered at the Land Registry with title number SY454444 together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof,</p> <p><b>6 1 2</b> by way of first fixed charge</p> <p><b>6 1 2 1</b> all other freehold or leasehold and other immovable property at any time in the future belonging or charged to the Chargor together with all buildings, trade and other fixtures, fixed plant and machinery of the Chargor from time to time thereon and the proceeds of sale thereof,</p> <p><b>6 1 2 2</b> all plant and machinery, computers, office and other equipment now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest and the benefit of all contracts and warranties relating to the same,</p> <p><b>6 1 2 3</b> all stocks, shares, notes, bonds and other securities of any kind whatsoever (including warrants and options to acquire or subscribe any of the same) whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof,</p> <p>(continued on the 4 forms MG01 (continuation page) to this Form MG01)</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

None

### 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 For and on behalf of Shepherd and Wedderburn LLP (on behalf of the Bank) 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 Rachel McEwan

Company name Shepherd and Wedderburn LLP

Address Condor House

10 St Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 A L

Country

DX 98945 Cheapside 2

Telephone 0207 429 4900



### 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

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><b>Dovestone Estates Limited (Company Number 00777567)</b> <b>Form MG01 - Continuation Page 1 of 4</b></p> <p>6 1 2 4 all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever now or from time to time hereafter owned by the Chargor or in which the Chargor has an interest (whether originally owing to the Chargor or purchased or otherwise acquired by it) and all things or choses in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto (whether as creditor or beneficiary) including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights, but excluding any assets the subject of Clauses 3 1 2 6, 3 1 2 7 and 3 1 2 8 of the Debenture (as narrated in paragraphs 6 1 2 6, 6 1 2 7 and 6 1 2 8 of this Form MG01),</p> <p>6 1 2 5 the proceeds of collection of all Debts,</p> <p>6 1 2 6 all amounts from time to time standing to the credit of all present and future accounts of the Chargor with any bank (including the Bank), financial institution or other person,</p> <p>6 1 2 7 all Insurances and all moneys from time to time payable to the Chargor under or pursuant to the Insurances including without limitation the right to the refund of any premiums,</p> <p>6 1 2 8 the goodwill of the Chargor and its uncalled capital for the time being,</p> <p>6 1 2 9 all present and future patents, trade marks, service marks and registered designs including applications therefore now or from time to time hereafter owned by the Chargor or in which the Chargor may have an interest, and</p> <p>6 1 2 10 all patents (including applications for and rights to apply for patents), trade marks and service marks (whether registered or not) and applications for the same, trade names, registered designs, design rights, semi-conductor topography rights, database rights, copyrights, computer programmes, know-how and trade secrets and all other <i>intellectual</i> or intangible property or rights and all licences, agreements and ancillary and connected rights relating to, intellectual and intangible property, in each case now or from time to time hereafter owned by the Chargor including any renewals, revivals or extensions thereof and wherever in the world subsisting, excluding the property specified in Clauses 3 1 2 10 and 3 1 2 11 of the Debenture (as narrated in paragraphs 6 1 2 10 and 6 1 2 11 of this Form MG01)</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

**Dovestone Estates Limited (Company Number 00777567)**  
**Form MG01 - Continuation Page 2 of 4**

#### 6 2 Security assignments

6 2 1 Pursuant to the Debenture, the Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, assigned to the Bank

6 2 1 1 all the right, title and interest of the Chargor in and to any interest rate hedging agreements now or in the future entered into with any person, and

6 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Chargor in and to any agreement to which the Chargor is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

6 2 2 To the extent that any such right, title and interest as referred to in Clause 3 2 1 of the Debenture, (as narrated in paragraph 6 2 1 of this Form MG01), is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations

#### 6 3. Floating charge

Pursuant to the Debenture, the Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, charged to the Bank by way of first floating charge the whole of the Chargor's undertaking and all its property and assets whatsoever and wheresoever present and future other than the property and assets from time to time effectively charged to the Bank by way of legal mortgage, fixed charge or security assignment by the Debenture, but including (without limitation and whether or not so effectively charged) any of its property and aspects situated in Scotland and/or governed by Scots law

#### 6 4 Automatic conversion of floating charge

Notwithstanding anything expressed or implied in the Debenture

6 4 1 if an Event of Default and/or an Enforcement Event occurs,

6 4 2 if the Chargor creates or attempts to create any Encumbrance over all or any of the Floating Charge Assets without the prior written consent of the Bank,

6 4 3 if an order is made for the compulsory winding-up of the Chargor,

6 4 4 if a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor,

6 4 5 if any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator and/or a receiver in respect of the Chargor, and/or

6 4 6 if any person levies or attempts to levy any distress, diligence, arrestment, inhibition, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets,

then any floating charge created by the Debenture over any property or asset shall thereupon automatically without notice be converted into a fixed charge

# 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><b>Dovestone Estates Limited (Company Number 00777567)</b>  <b>Form MG01 - Continuation Page 3 of 4</b></p> <p><b>6 5 Conversion of floating charge by notice</b></p> <p>The Bank may convert any floating charge created by the Debenture at any time by notice in writing to the Chargor into a fixed charge as regards all the property and assets which for the time being are the subject of such floating charge or, as the case may be, such of the property and assets as are specified by such notice</p> <p><b>6 6 Restrictions on Dealing</b></p> <p>The Chargor shall not without the prior written consent of the Bank</p> <p><b>No Encumbrances</b></p> <p>6 6 1 create or attempt to create or permit to subsist in favour of any person other than the Bank any Encumbrance on or affecting the Security Assets or any part thereof</p> <p><b>No disposals – fixed charge assets</b></p> <p>6 6 2 sell, transfer or otherwise dispose of or deal with any of the property or assets which are charged by way of legal mortgage or fixed charge under the Debenture or enter into any agreement or grant any option for any such sale, transfer or other disposal or dealing, and</p> <p><b>No disposals – Floating Charge Assets</b></p> <p>6 6 3 sell, transfer or otherwise dispose of or deal with any of the Floating Charge Assets under the Debenture other than disposals for full market value in the ordinary course of business</p> <p><b>6 7 Further assurance</b></p> <p>The Chargor shall at its own cost whenever requested by the Bank immediately execute and sign all such Encumbrances, deeds, documents and assurances and do all such things as the Bank may require for the purpose of perfecting or more effectively providing security to the Bank for the payment and discharge of the Secured Obligations or to facilitate the realisation of the Security Assets or the exercise of any rights vested in the Bank or any Receiver</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

**Dovestone Estates Limited (Company Number 00777567)**  
**Form MG01 - Continuation Page 4 of 4**

#### 6 8 Definitions

In this Form MG01

**"Collateral Instruments"** means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance,

**"Debts"** means the assets of the Chargor described in Clause 3 1 2 5 of the Debenture as narrated in paragraphs 6 1 2 5 of this Form MG01,

**"Encumbrance"** means any mortgage, charge, standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking,

**"Enforcement Event"** means

- (a) the Bank making demand for payment or discharge of all or any of the Secured Obligations at any time, and/or
- (b) the occurrence of an Event of Default,

**"Event of Default"** means the occurrence of an event of default (howsoever described) under any Facility Document,

**"Facility Documents"** means

- (a) the Facility Letter, and/or
- (b) any other letter, document, agreement or security (including the Debenture) comprising or constituting the Secured Obligations from time to time,

**"Facility Letter"** means the facility letter dated 25 January 2011 between the Chargor as borrower and the Bank as lender and all terms and conditions expressly incorporated therein,

**"Floating Charge Assets"** means the assets of the Chargor from time to time charged by the Debenture by way of floating charge,

**"Insurances"** means all present and future contracts or policies of insurance (including life assurance policies) taken out by the Chargor or in which the Chargor from time to time has an interest,

**"Receiver"** means any one or more persons appointed by the Bank, by writing under hand or under seal, either singly, jointly, severally or jointly and severally to be a receiver at any time on or after the occurrence of an Enforcement Event or if the Chargor so requests in writing, and

**"Security Assets"** means all assets, property and rights of the Chargor described Clauses 3 1 (*Fixed Charges*), 3 2 (*Security Assignments*) and 3 3 (*Floating Charge*) of the Debenture (as narrated in paragraphs 6 1, 6 2 and 6 3 of this Form MG01)





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

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

**COMPANY NO. 777567  
CHARGE NO. 21**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 27 MAY 2011  
AND CREATED BY DOVESTONE ESTATES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO INVESTEC 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 4 JUNE 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2011**



*Companies House*  
— for the record —



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