

MG01

Particulars of a mortgage or charge

139269/13



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

WEDNESDAY



LD2

L93E1SHL

16/03/2011

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COMPANIES HOUSE

1 Company details

Company number 0 2 0 7 7 3 1 4

Company name in full Aaroncare Limited ("the Company")

For official use
66

→ **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 01 00 03 20 11

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 ("Deed")

4 Amount secured

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

Amount secured All monies, obligations and liabilities which shall
from time to time (and whether on or at any time
after any demand or judgment) be due, owing or
incurred from each Obligor to the East Grinstead
Finance Parties pursuant to the East Grinstead
Finance Documents and to the Group Holdings Finance
Documents, in each case whether actually or
contingently and whether solely or jointly with any
other person and in whatever style or name and
whether as principal or surety

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

Continuation page

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

Name

Bank of Scotland Plc ("**Security Trustee**")

Address

The Mound

Edinburgh

Postcode

E H 1 1 Y Z

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

- 1 By way of legal mortgage
 - (a) the Properties; and
 - (b) any other freehold or leasehold property now vested in the Company
- 2 By way of fixed charge each of the following including all rights of enforcement of the same
 - (a) the Company's interest in any freehold or leasehold property acquired after the date of the Deed,
 - (b) the Company's interest in the Relevant Contracts,
 - (c) all fixtures, fittings, plant machinery, manuals and other chattels in respect of the Property and all guarantees and warranties in respect of any of them,
 - (d) all easements, licences and other rights relating to a Property in which the Company has an interest,
 - (e) the Accounts and any other accounts of the Company,
 - (f) the Investments,
 - (g) if applicable the Company's uncalled capital, and
 - (h) the Company's goodwill
- 3 By way of security assignment each of the following including all rights of enforcement of the same:
 - (a) the Disposal Proceeds,
 - (b) all book debts and other debts and all other monies due and owing to the Company;
 - (c) all monies standing to the credit of the Accounts and any other accounts of the Company,
 - (d) the monies payable to the Company under any insurances,
 - (e) the benefit of the copyright and similar rights vested in the Company in connection with a Property,
 - (f) all causes of action and other rights and remedies in which the Company has an interest,
 - (g) all monies payable to the Company under any Hedging Arrangement,

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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

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 *Berwin Lighter Partner* X
for the Security Trustee

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 DBTY/VWOL/29254 2

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) the benefit of any monies paid or payable to the Company by way of compensation, endowment, gift, grant or otherwise, and
- (i) the Company's interest in any VAT recoveries
- 4 By way of floating charge, all the Company's assets, property and undertaking both present and future

NOTES

- 1 The Deed provides that the charges created under the Deed expressed to be
- (a) fixed charges, shall only apply to the extent that they create fixed security, and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Deed
- 2 The Deed provides that at any time whilst an Event of Default is continuing.
- (a) the Security Trustee may convert any floating charge created by the Deed into a fixed charge, and
- (b) each Chargor shall, on request of the Security Trustee, procure an absolute assignment of the Relevant Contracts
3. The Deed provides that each Chargor shall execute and do at its own cost and in such form as reasonably required by the Security Trustee
- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed
- 4 The Deed incorporates a provision from the East Grinstead Facility Agreement that (save as permitted by the terms of the East Grinstead Facility Agreement) each Chargor shall not (a) create or permit to subsist any Security Interest over any of its assets, nor (b) sell, lease, transfer or otherwise dispose of any asset, or business, undertaking or any investment of any nature
- 5 The Deed incorporates a provision from the East Grinstead Facility Agreement that each Obligor shall immediately pay all Operating Income into its General Account or, if the relevant Obligor had not opened a General Account with the Account Bank at the relevant time, into the operating account of that Obligor with National Westminster Bank plc
6. The Deed provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in that Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest,

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>principal or other payments of money) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise</p> <p>7 The Deed provides that where two or more persons purport to create a Security Interest over a Charged Asset under the Deed then</p> <p>(a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset,</p> <p>(b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset, and</p> <p>(c) each person shall be deemed to have confirmed the Security Interest granted by the others</p> <p>8 The Deed contains or incorporates the following definitions</p> <p>"Account Bank" means Bank of Scotland plc or such other bank now or in the future with whom the Agent and the East Grinstead Borrower or (as the case may be) the Group Holdings Borrower agree the Accounts are held</p> <p>"Accounts" means the East Grinstead Accounts and the Group Holdings Accounts</p> <p>"Administrative Parties" means each and all of the Agent and the Security Trustee</p> <p>"Agent" means Bank of Scotland plc as agent for the East Grinstead Finance Parties and as agent for the Group Holdings Finance Parties</p> <p>"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them</p> <p>"Chargor" means the parties listed in Schedule 1 below</p> <p>"Disposal Proceeds" means all capital monies or other sums or other consideration paid or payable in respect the disposal of an Obligor's interest in all or any part of any Property.</p> <p>"East Grinstead Accounts" means the EG Debt Service Account, each EG General Account and such other accounts maintained by an Obligor under the East Grinstead Finance Documents</p> <p>"East Grinstead Borrower" means New Century (East Grinstead) Limited (company number 05325981).</p> <p>"East Grinstead Facility Agreement" means a facility agreement originally dated 25 October 2006 as amended and restated on 10 March 2011 pursuant to an amendment agreement made between (1) Bank of Scotland plc as agent, (2) the Original Lenders (as listed in Schedule 1 of the Deed), (3) the Security Trustee as security trustee, (4) Bank of Scotland plc as hedging counterparty, (5) the East Grinstead Borrower and (6) the parties listed in Schedule 1 of the Deed thereto as original chargors and any agreement entered into or supplemental to it or amending, restating or novating it</p> <p>"East Grinstead Finance Documents" means the East Grinstead Facility Agreement, and also each Security Document, the Subordination Agreement, any Fees Letter, the Hedging Arrangement, each Accession Letter, each Transfer Certificate (all as defined in the East Grinstead Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party (as defined in the East Grinstead Facility Agreement) and the Agent</p>	

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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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>"East Grinstead Finance Parties" means each of the Administrative Parties, the Hedging Counterparty and the Lenders</p> <p>"East Grinstead Hedging Arrangement" means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under the East Grinstead Facility Agreement</p> <p>"EG Debt Service Account" means an account of New Century Group Holdings Limited designated as such and opened and/or maintained or to be opened or maintained with the Account Bank</p> <p>"EG General Account" means a general account of an Obligor opened and/or maintained with the Account Bank</p> <p>"Event of Default" means an Event of Default (as defined in the East Grinstead Facility Agreement) and/or an Event of Default (as defined in the Group Holdings Facility Agreement)</p> <p>"GH Capex Account" means an account numbered 06071641 (sort code 80-20-19) opened and/or maintained with the Account Bank</p> <p>"GH Debt Service Account" means an account of the Group Holdings Borrower designated as such and opened and/or maintained or to be opened or maintained with the Account Bank</p> <p>"GH Deposit Account" means an account numbered 00001933 (sort code 30-15-57) opened and/or maintained with the Account Bank</p> <p>"GH General Account" means a general account of an Obligor opened and/or maintained with the Account Bank.</p> <p>"Group Holdings Accounts" means the GH Capex Account, the GH Debt Service Account, the GH Deposit Account, each GH General Account and such other accounts maintained by an Obligor under the Group Holdings Finance Documents</p> <p>"Group Holdings Borrower" means New Century Group Holdings Limited (company number 03652670)</p> <p>"Group Holdings Facility Agreement" means a facility agreement originally dated 4 September 2007 as amended and restated on 13 January 2011 pursuant to an amendment agreement made between (1) Bank of Scotland plc as agent (2) the Original Lenders (as listed in Schedule 1 thereto) (3) the Security Trustee as security trustee (4) Bank of Scotland plc as hedging counterparty (5) the Group Holdings Borrower and (6) the entities as listed in Schedule 1 thereto as original chargors and any agreement entered into under or supplemental to it or amending, restating or novating it</p> <p>"Group Holdings Finance Documents" means the Group Holdings Facility Agreement, and also each Security Document, the Subordination Agreement, any Fees Letter, the Hedging Arrangement, each Utilisation Request, each Accession Letter, each Transfer Certificate (all as defined in the Group Holdings Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party (as defined in the Group Holdings Facility Agreement) and the Agent</p> <p>"Group Holdings Finance Parties" means each of the Administrative Parties, the Hedging Counterparty and the Lenders</p> <p>"Group Holdings Hedging Arrangement" means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under the Group Holdings Facility Agreement.</p> <p>"Hedging Arrangements" means the East Grinstead Hedging Arrangements and the Group Holdings Hedging Arrangements</p>

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Short particulars

"Hedging Counterparty" means Bank of Scotland PLC as hedging counterparty

"Investments" means the existing or future interest of the relevant person in

(a) the shares in the issued share capital of the parties listed in Schedule 3 below, and

(b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment

"Lender" means

(a) any Original Lender, and

(b) any person which has become a Party in accordance with Clause 24 of the East Grinstead Facility Agreement or Clause 26 of the Group Holdings Facility Agreement

which, in each case, has not ceased to be a Party in accordance with the terms of the relevant Facility Agreement

"Obligor" means the Chargors, and any person which at any time becomes a Chargor in accordance with Clause 25 of the East Grinstead Facility Agreement or Clause 27 of the Group Holdings Facility Agreement

"Original Lender" means Bank of Scotland PLC

"Properties" (each a **"Property"**) means the properties, details of which are set out in Schedule 2 below including all

(a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future,

(b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it, and

(c) easements, access-rights, rights of way, wayleaves and rights attaching to it

"Relevant Contracts" means each and all of

(a) each contract in respect of any disposal of any Charged Asset, and

(b) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset

"Security Trustee" means Bank of Scotland Plc as security trustee for the East Grinstead Finance Parties and as security trustee for the Group Holdings Finance Parties.

"VAT" means value added tax or any similar or substitute tax

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Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1 The Chargors

Chargors	Registered number
New Century Group Holdings Limited	03652670
Aaroncare Limited	02077314
Aden House Limited	02040427
New Century Care (Ash) Limited	03544185
New Century Care (Blackheath) Limited	02874714
New Century Care (Bognor Regis) Limited	03544187
New Century Care (Borough Green) Limited	02161669
New Century Care (Caterham) Limited	05295038
New Century Care (Colchester) Limited	03001554
New Century Care (Eastbourne) Limited	04074699
New Century Care (Finchley) Limited	04074697
New Century Care (Hastings) Limited	03470318
New Century Care (Leolyn) Limited	03723269
New Century Care (Southampton) Limited	04986946
New Century Care (St Leonards) Limited	03470419
Premier Nursing Homes Limited	02448895
New Century (East Grinstead) Limited	05325981
New Century Hotels Limited	05325979
New Century Care Limited	03375573
New Century Finance & Leasing Limited	02877950

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Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 2 The Property

- 1 Leasehold land known as Aden View and Aden Mount, Perseverance Street, Primrose Hill, Huddersfield owned by Aden House Limited and registered at the Land Registry with title absolute under title number WYK664832
- 2 Freehold land known as land and buildings at Wakefield Road and Long Lane, Clayton West owned by Aden House Limited and registered at the Land Registry with title absolute under title numbers WYK11304, WYK500572 and WYK351841
- 3 Freehold land known as land and buildings on the north east side of Birkhouse Lane, Huddersfield owned by Aden House Limited and registered at the Land Registry with title absolute under title number YWE3424
- 4 Freehold land known as land to the south east of Spark Lane, Mapplewell owned by Aden House Limited and registered at the Land Registry with title absolute under title number SYK271262
- 5 Freehold land known as land on the north side of Town Gate, Mapplewell owned by Aden House Limited and registered at the Land Registry with title absolute under title number SYK298784
- 6 Freehold land known as land to the north east side of Birkhouse Mills, Birkhouse Lane, Moldgren, Huddersfield owned by Aden House Limited and registered at the Land Registry with title absolute under title number WYK283996
- 7 Freehold land known as The Grange, The Orchard, Huyton and land on the north east side of The Rooley, Huyton owned by Aaroncare Limited and registered at the Land Registry with title absolute under title number LA408919
- 8 Freehold land on the south east side of Tanhouse Road, Skelmersdale owned by Aaroncare Limited and registered at the Land Registry with title absolute under title numbers MS235771 and MS305363
- 9 Freehold land known as 190 and 186 Princes Road, Ellesmere Port, CH65 8EU owned by Aaroncare Limited and registered at the Land Registry with title absolute under title numbers CH15334 and CH446820
- 10 Beeslack House, Penicuik, Edinburgh & Lothian, EH26 0QF owned by Aaroncare Limited and registered with the Sasine Register of Scotland under SS number 208745
- 11 Freehold land on the east side of Marmaduke Street, Liverpool owned by Aaroncare Limited and registered at the Land Registry with title absolute under title number MS263731
- 12 Freehold land known as the Oast and land on the south east of Poulton Lane, Ash, Canterbury owned by New Century Care (Ash) Limited and registered at the Land Registry with title absolute under title numbers K624568 and K562413
- 13 Freehold land at Aldington House, Blackheath Park owned by New Century Care (Blackheath) Limited and registered at the Land Registry with title absolute under title number SGL412690

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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

- 14 Freehold land known as 1 Richmond Avenue and 45 Nyewood Lane, Bognor Regis, PO21 2SH owned by New Century Care (Bognor Regis) Limited and registered at the Land Registry with title absolute under title number WSX43348
- 15 Freehold land known as 43 Nyewood Lane, Bognor Regis, PO21 2SH owned by New Century Care (Bognor Regis) Limited and registered at the Land Registry with title absolute under title number WSX55766
- 16 Freehold land known as 41 Nyewood Lane, Bognor Regis, PO21 2SH owned by New Century Care (Bognor Regis) Limited and registered at the Land Registry with title absolute under title number WSX40282
- 17 Freehold land known as Westbank Nursing Home, Sevenoaks Road, Borough Green, Sevenoaks, Kent, TN15 8AP owned by New Century Care (Borough Green) Limited and registered at the Land Registry with title absolute under title number K666420
- 18 Freehold land at 51/53 Buxton Lane, Caterham owned by New Century Care (Caterham) Limited and registered at the Land Registry with title absolute under title number SY438868
- 19 Freehold land known as The Oaks Nursing Home, 15 - 25 Oaks Drive, Colchester owned by New Century Care (Colchester) Limited and registered at the Land Registry with title absolute under title number EX588103
- 20 Freehold land known as 13 Upper Avenue, Eastbourne owned by New Century Care (Eastbourne) Limited and registered at the Land Registry with title absolute under title number EB1482
- 21 The Ramada Hotel, London Road, East Grinstead owned by New Century (East Grinstead) Limited and registered at the Land Registry with title absolute under title numbers WSX132597 and WSX152491
- 22 Freehold land known as Kenwood Nursing Home, 30/32 Alexandra Grove, Finchley, N12 8HG owned by New Century Care (Finchley) Limited and registered at the Land Registry with title absolute under title numbers NGL629113 and MX378480.
- 23 Freehold land known as St Paul's Nursing Home, 65 Albany Road, Hastings owned by New Century Care (Hastings) Limited and registered at the Land Registry with title absolute under title number HT25304
- 24 Freehold land known as Leolyn Nursing Home, 63/65 Pevensey Road, Hastings, TN38 0LE owned by New Century Care (Leolyn) Limited and registered at the Land Registry with title absolute under title numbers HT24818 and HT22916
- 25 Freehold land on the north east side of Beechwood Nursing Home, Normanby Road, Northallerton owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number NYK241038
- 26 Freehold land known as Beechwood Nursing Home, Romanby Road, Northallerton owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number NYK233646
- 27 Freehold land known as Willowdene Nursing Home (formerly Rex Bingo Hall), Victoria Road West, Hebburn owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number TY65053

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- 28 Freehold land on the east side of Normanby Road, Eston owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number CE145898
- 29 Freehold land known as Hazelgrove Court, Randolph Street, Saltburn-by-the-Sea owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number CE123308
- 30 Freehold land known as land to the north side of Boynton Hall, Kearnsey Road, Ripon owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number NYK303892
- 31 Freehold land known as Boynton Hall, Kearnsey Road, Ripon owned by Premier Nursing Homes Limited and registered at the Land Registry with title absolute under title number NYK284978
- 32 Freehold land at 69-73 Portsmouth Road, Southampton owned by New Century Care (Southampton) Limited and registered at the Land Registry with title absolute under title numbers HP115042, HP441789 and HP115773
- 33 Freehold land known as Clyde House Nursing Home, 264 Sedlescombe Road North, St Leonards-on-Sea owned by New Century Care (St Leonards) Limited and registered at the Land Registry with title absolute under title numbers ESX9494 and HT17459
- 34 Leasehold land known as first floor offices at River House, Maidstone Road, Sidcup DA14 5RH and registered at the Land Registry with title absolute under title number SGL698825

SCHEDULE 3

The Investments

- 1 178,501 ordinary shares of £1 and 9,999 A ordinary shares of £1 representing 100% of the issued share capital of Aaroncare Limited, owned by the Group Holdings Borrower.
- 2 100 ordinary shares of £1 representing 100% of the issued share capital of Aden House Limited, owned by the Group Holdings Borrower
- 3 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (Ash) Limited, owned by the Group Holdings Borrower.
- 4 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (Blackheath) Limited, owned by the Group Holdings Borrower
- 5 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (Bognor Regis) Limited, owned by the Group Holdings Borrower
- 6 50 ordinary A shares of £1 and 4 ordinary B shares of £1 representing 100% of the issued share capital of New Century Care (Borough Green) Limited, owned by the Group Holdings Borrower
- 7 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care (Caterham) Limited, owned by the Group Holdings Borrower.

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Short particulars

- 8 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (Colchester) Limited, owned by the Group Holdings Borrower
- 9 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care (Eastbourne) Limited, owned by the Group Holdings Borrower
- 10 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care (Finchley) Limited, owned by the Group Holdings Borrower
- 11 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (Hastings) Limited, owned by the Group Holdings Borrower.
- 12 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care (Leolyn) Limited, owned by the Group Holdings Borrower
- 13 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care (Southampton) Limited, owned by the Group Holdings Borrower
- 14 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Care (St Leonards) Limited, owned by the Group Holdings Borrower
- 15 160,000 ordinary shares of £1 representing 100% of the issued share capital of Premier Nursing Homes Limited owned by the Group Holdings Borrower
- 16 1 ordinary share of £1 representing 100% of the issued share capital of New Century Care Limited, owned by the Group Holdings Borrower
- 17 1 ordinary share of £1 representing 100% of the issued share capital of New Century Hotels Limited, owned by the Group Holdings Borrower
- 18 100 ordinary shares of £1 representing 100% of the issued share capital of New Century Finance & Leasing Limited, owned by New Century Care (Colchester) Limited
- 19 95,000 ordinary shares of £0.01 representing 95% of the issued share capital of New Century (East Grinstead) Limited, owned by New Century Hotels Limited.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2077314
CHARGE NO. 66

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 10 MARCH
2011 AND CREATED BY AARONCARE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO THE EAST GRINSTEAD FINANCE PARTIES AND TO THE
GROUP HOLDINGS FINANCE PARTIES 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 16 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 MARCH 2011

