

MG01

Particulars of a mortgage or charge

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LASERFORM

A fee is payable with this form.

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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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



L8DQUT2L

LD3

06/04/2011

76

COMPANIES HOUSE

1

Company details

Company number 0 2 1 9 3 3 1 0

Company name in full Guestplan Limited

(the "Charging Company")

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 25 03 2011

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

Deed of accession and charge dated 25 March 2011 made between the
Charging Company and others (1) in favour of Lloyds TSB Bank plc as
Security Agent for the Lenders (as defined in the Continuation Pages to
Section 6 of this Form MG01) (2) (the "Accession Deed") to a Principal
Deed (as defined in the Continuation Pages to Section 6 of this Form
MG01)

4

Amount secured

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

Amount secured

1 All Indebtedness at the Accession Deed Date or
in the future due, owing or incurred (before or
after that demand) by the Charging Company to the
Lenders or any of them on any account whatsoever,
and

2 All Indebtedness at the Accession Deed Date or
in the future, due, owing or incurred (whether
before or after such demand): (a) to the Lenders or
any of them on any account whatsoever, and (b) to
the Security Agent under the Joint Finance
Documents by

Continued on Continuation Page

Continuation page

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

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Amount secured

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

Amount secured

- (1) each Chargor which was an original party to the Principal Deed and which, on the date of this Deed, remains as a party,
- (11) each other Chargor which has become a party through accession to the Principal Deed subsequently and any Chargor which becomes a party through accession to the Principal Deed after the date of this Accession Deed, and
- (111) each other member of the Group

Capitalised terms are defined in the Continuation Pages to Section 6 of this Form MG01

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Particulars of a mortgage or charge

5**Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name

Lloyds TSB Bank plc as Security Agent

Address

25 Gresham Street

London

Postcode

E C 2 V 7 H N

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

In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Accession Deed unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Joint Finance Document) include reference to the Accession Deed, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Accession Deed and which must be read as part of those charges.

The Accession Deed creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

- 1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.

Continued on Continuation Page .

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 1 The Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent
 - (a) [intentionally left blank],
 - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Accession Deed Date and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) all other Land which at the Accession Deed Date, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Accession Deed Date or in the future belonging to it,
 - (iii) all plant and machinery at the Accession Deed Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4;
 - (iv) all rental and other income and all debts and claims at the Accession Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments which are at the Accession Deed Date held or beneficially owned by it, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which that the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature at the Accession Deed Date or in the future accruing or offered in respect of its Specified Investments,
 - (viii) all Derivative Rights of an income nature at the Accession Deed Date or in the future accruing or offered at any time in respect of its Specified Investments;

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (1x) all insurance or assurance contracts or policies at the Accession Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Accession Deed Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Principal Deed,
- (x) all its goodwill and uncalled capital for the time being;
- (x1) [intentionally left blank],
- (x11) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (x111) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Accession Deed Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Accession Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(x1) to (xiv) inclusive of Clause 4;
- (xvii) all trade debts at the Accession Deed Date or in the future owing to it,
- (xviii) all other debts at the Accession Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

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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

(xix) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (Assignments),

(xx) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,

(xxi) any beneficial interest, claim or entitlement it has to any pension fund at the Accession Deed Date or in the future,

(xxii) all rights, money or property accruing or payable to it at the Accession Deed Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of Clause 3 2 of the Accession Deed, and

(xxiii) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (Assignments) or charged by any fixed charge contained in Clause 4 (Fixed security), including any Assets comprised within a charge which is reconverted under Clause 4 4 (Reconversion) of the Principal Deed, and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) of the Principal Deed with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Covenants and Restrictions contained in the Principal Deed

- 1 By acceding to Clause 6 1 (*Collection Account*) of the Principal Deed, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Schedule 4 (*Collection of Receivables*) of the Principal Deed. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.
2. By acceding to Clause 6 3 (*No Derogation*) of the Principal Deed, the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of business.
3. By acceding to Clause 7 (*Negative Pledge and other restrictions*) of the Principal Deed the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except under the Accession Deed or as permitted under any Facility Agreements to which it was a party at the Accession Deed Date) :
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so provided that before the Security constituted by the Accession Deed becomes enforceable the Charging Company may make withdrawals from the Collection Accounts unless prohibited under any Facility Agreement.
- 4 By acceding to Clause 11 2 (*Negative covenants*) of the Principal Deed the Charging Company agreed that without the prior written consent of the Security Agent it would not

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Short particulars of all the property mortgaged or charged

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Short particulars

- (a) carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land, provided that the restriction in Clause 11 2(a) of the Principal Deed shall not apply to items of capital expenditure itemised in a cashflow forecast delivered to the Lenders pursuant to Clause 10 of the Loss Sharing, Indemnity and Funding Agreement if no Lender has given notice to the Parent by 5 pm on the Friday of the week in which such cashflow forecast was delivered (or, if delivered after Wednesday in any week, on the Friday of the following week) that such capital expenditure is not permitted,
- (b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by the Accession Deed over it,
- (c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so, except with respect to leases to other Chargors,
- (d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Accession Deed,
- (e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any such Land,
- (f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except to another Chargor or as expressly permitted by the terms of any Facility Agreement to which it is a party, or
- (g) share the occupation of any Land with any other person or agree to do so

5 By acceding to Clause 12 2 (Negative covenants) of the Principal Deed the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as expressly permitted by any Facility Agreement to which it is a party)

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Particulars of a mortgage or charge

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| <p>6</p> | <p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p> | |
| <p>Short particulars</p> | <div data-bbox="411 501 1527 1111"> <p>(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,</p> <p>(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,</p> <p>(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or</p> <p>(d) amend the specification or drawings referred to in any granted patent</p> </div> <div data-bbox="316 1140 1527 1288"> <p>6 By acceding to Clause 13 4 (<i>Negative covenants</i>) of the Principal Deed the Charging Company agreed with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied</p> </div> <div data-bbox="815 1317 1005 1344"> <p>Definitions</p> </div> <div data-bbox="312 1370 1409 1431"> <p>In this Form MG01 the following expressions shall have the meanings respectively set out below</p> </div> <div data-bbox="312 1458 1527 1576"> <p>"8 March 2011 Debenture" means the debenture dated 8 March 2011 between, among others, the Security Agent and Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 of Frances House, Sir William Place, St Peter Port, Guernsey,</p> </div> <div data-bbox="312 1606 994 1632"> <p>"Accession Deed Date" means 25 March 2011,</p> </div> <div data-bbox="312 1662 1527 1722"> <p>"Account Bank" means such bank as the Security Agent may from time to time specify,</p> </div> <div data-bbox="312 1749 1490 1809"> <p>"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,</p> </div> <div data-bbox="312 1836 1203 1865"> <p>"Beneficiary" means the Security Agent and each Lender,</p> </div> <div data-bbox="312 1951 384 1977"> <p>Cont</p> </div> | |

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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

"Chargor" means each company named below (The Chargors) and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor and where the context admits or requires, includes any member of the Group that at the Accession Deed Date or in the future is party to the 8 March 2011 Debenture in the capacity as "Chargor" (under and as defined in the 8 March 2011 Debenture).

| | Name of Chargor | Registered Number | Address for Service |
|---|---|-------------------|---|
| 1 | European Care (South) Limited | 05797091 | European Care (South) Limited 28 Welbeck Street London W1G 8EW |
| 2 | European Care (Combined) Limited | 04033655 | European Care (Combined) Limited 28 Welbeck Street London W1G 8EW |
| 3 | GRWP Gofal Cymru Care Homes North Limited (formerly known as European Care (Cymru) Limited) | 05930853 | GRWP Gofal Cymru Care Homes North Limited 28 Welbeck Street London W1G 8EW |
| 4 | Esquire Realty (Scotland) Limited | SC284176 | Esquire Realty (Scotland) Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN |
| 5 | Esquire Realty (Trelena) Limited | 44748 | Frances House Sir William Place, St Peter Port, Guernsey |
| 6 | St Anthony's Care Homes Limited | 02023563 | St Anthony's Care Homes Limited 28 Welbeck Street London W1G 8EW |
| 7 | Esquire Realty Investments (I) Limited | 673656 | Mill Mall, Suite 6, Wickhams Cay, PO Box 3085, Road Town, Tortola, British Virgin Islands |

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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| 8 | Combined Healthcare Limited | SC200251 | Combined Healthcare Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN |
| 9 | Combined Healthcare Management Limited | SC201424 | Combined Healthcare Management Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN |
| 10 | Combined Healthcare (Millport) Limited | SC216994 | Combined Healthcare (Millport) Limited C/O Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN |
| 11 | European Lifestyles (A) Limited | 05394727 | European Lifestyles (A) Limited 28 Welbeck Street London W1G 8EW |
| 12 | New Horizon Centre Limited | 03849567 | New Horizon Centre Limited 28 Welbeck Street London W1G 8EW |
| 13 | European Care (Derby) Limited | 05872128 | European Care (Derby) Limited 28 Welbeck Street London W1G 8EW |
| 14 | European Care (Pirton) Limited | 05070551 | European Care (Pirton) Limited 28 Welbeck Street London W1G 8EW |
| 15 | Esquire Realty (II) Limited | 42658 | Frances House Sir William Place, St Peter Port, Guernsey |
| 16 | Esquire Realty (North) Limited | 05604752 | Esquire Realty (North) Limited 28 Welbeck Street London W1G 8EW |

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Short particulars of all the property mortgaged or charged

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| 17 | Esquire Realty (Midlands) Limited | 05613071 | Esquire Realty (Midlands) Limited 28 Welbeck Street London W1G 8EW |
| 18 | Esquire Realty (Derby) Limited | 05872120 | Esquire Realty (Derby) Limited 28 Welbeck Street London W1G 8EW |
| 19 | Esquire Realty (NE) Limited | 05833821 | Esquire Realty (NE) Limited 28 Welbeck Street London W1G 8EW |
| 20 | European Lifestyles (B) Limited | 05940139 | European Lifestyles (B) Limited 28 Welbeck Street London W1G 8EW |
| 21 | European Lifestyles (C) Limited | 06060770 | European Lifestyles (C) Limited 28 Welbeck Street London W1G 8EW |
| 22 | Acregreen Limited | 02044524 | Acregreen Limited 28 Welbeck Street London W1G 8EW |
| 23 | Redhill Care (Pembroke) Limited | 03783183 | Redhill Care (Pembroke) Limited 28 Welbeck Street London W1G 8EW |
| 24 | Redhill Care (Willow) Limited | 03783190 | Redhill Care (Willow) Limited 28 Welbeck Street London W1G 8EW |
| 25 | Cornerstone Acquisitions Limited | 05500819 | Cornerstone Acquisitions Limited 28 Welbeck Street London W1G 8EW |
| 26 | Cornerstone Service Support Limited | 03651336 | Cornerstone Service Support Limited 28 Welbeck Street London W1G 8EW |
| 27 | Pirton Grange Limited | 02227206 | Pirton Grange Limited 28 Welbeck Street London W1G 8EW |

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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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| 28 | Tricare UK Limited | 02354773 | Tricare UK Limited 28 Welbeck Street London W1G 8EW |
| 29 | Testactive Limited | 02681169 | Testactive Limited 28 Welbeck Street London W1G 8EW |
| 30 | Esquire Realty Healthcare Limited | 42425 | Frances House Sir William Place, St Peter Port, Guernsey |
| 31 | Esquire Realty (Cavendish) Limited | 05930808 | Esquire Realty (Cavendish) Limited 28 Welbeck Street London W1G 8EW |
| 32 | Paceglobe Limited | 05132584 | Paceglobe Limited 28 Welbeck Street London W1G 8EW |
| 33 | Future Life Limited | 03044974 | Future Life Limited 28 Welbeck Street London W1G 8EW |
| 34 | Rectory House Limited | 03226054 | Rectory House Limited 28 Welbeck Street London W1G 8EW |
| 35 | Tylane Limited | 03095131 | Tylane Limited 28 Welbeck Street London W1G 8EW |
| 36 | European Lifestyles (FL) Limited | 06536056 | European Lifestyles (FL) Limited 28 Welbeck Street London W1G 8EW |
| 37 | Cynedve Limited | 02477631 | Cynedve Limited 28 Welbeck Street London W1G 8EW |
| 38 | European Lifestyles (NE) Limited | 06330418 | European Lifestyles (NE) Limited 28 Welbeck Street London W1G 8EW |
| 39 | European Care (Central) Limited | 05480286 | European Care (Central) Limited 28 Welbeck Street London Greater London W1G 8EW |

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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

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|----|-------------------------------------|----------|--|
| 40 | European Lifestyles (D) Limited | 06161800 | European Lifestyles (D) Limited 28 Welbeck Street London Greater London W1G 8EW |
| 41 | European Care (Geffen) Limited | 06788932 | European Care (Geffen) Limited 28 Welbeck Street London Greater London W1G 8EW |
| 42 | European Care (Kler) Limited | 05872121 | European Care (Kler) Limited 28 Welbeck Street London Greater London W1G 8EW |
| 43 | Guestplan Limited | 02193310 | Guestplan Limited 28 Welbeck Street London Greater London W1G 8EW |
| 44 | The Laurels Nursing Homes Limited | 02327473 | The Laurels Nursing Homes Limited 28 Welbeck Street London Greater London W1G 8EW |
| 45 | Esquire Realty (Geffen) Limited | 06786519 | Esquire Realty (Geffen) Limited C/O European Care Limited 28 Welbeck Street Marylebone London W1G 8EW |
| 46 | Codesurge Limited | 02202038 | Codesurge Limited 28 Welbeck Street London W1G 8EW |
| 47 | Esquire Realty (Central) Limited | 05064765 | Esquire Realty (Central) Limited 28 Welbeck Street London W1G 8EW |
| 48 | Esquire Realty Scotland (1) Limited | 05805689 | Esquire Realty Scotland (1) Limited 28 Welbeck Street London W1G 8EW |

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6 Short particulars of all the property mortgaged or charged

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Short particulars

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| 49 | Kler Limited | SC247344 | Kler Limited c/o Ms Shamini Raj Allanbank Bankend Road Dumfries Scotland DG1 4AN |
| 50 | European Care (GB) Limited | 04301212 | European Care (GB) Limited 28 Welbeck Street London W1G 8EW |
| 51. | Esquire Realty (UK) Limited | 05500663 | Esquire Realty (UK) Limited 28 Welbeck Street London Greater London W1G 8EW |
| 52 | Suburban & County Care Limited | 00794984 | Suburban & County Care Limited 28 Welbeck Street London W1G 8EW |

"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required by the Security Agent to pay its Receivables pursuant to Clause 6.1 (Collection Account) of the Principal Deed,

"Control" means in relation to a company

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company,
 - (ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or
 - (iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital),

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6 Short particulars of all the property mortgaged or charged

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"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*) of the Principal Deed,

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or substitution for any Investments,

"Facility Agreements" means the facilities agreements entered into between any member of the Group and any of the Lenders from time to time,

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (Assignment) of the Principal Deed or within a mortgage or fixed charge created by Clause 3 2 (Fixed security) of the Principal Deed or arising on crystallisation of a floating charge whether under Clause 4 (Crystallisation) of the Principal Deed or otherwise,

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (Creation of a Floating Charge) of the Principal Deed but, in relation to Assets situated in Scotland and charged by clause 3.3(b) of the Principal Deed only in so far as concerns the floating charge over that Asset,

"Group" means Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 and its Subsidiaries for the time being,

"Guernsey Security Documents" means the following Guernsey law security interest agreements entered or to be entered into by the relevant Chargor in favour of the Security Agent on 8 March 2011:

- (a) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of shares in Esquire Realty Holdings Limited,
- (b) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of shares in Esquire Realty Group Limited,
- (c) security interest agreements between Esquire Realty Group Limited and the Security Agent in respect of shares in Esquire Realty Healthcare Limited, Esquire Realty (Trelana) Limited, Esquire Realty (III) Limited and Esquire Realty (II) Limited,

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>(d) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts,</p> <p>(e) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts,</p> <p>(f) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts,</p> <p>(g) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of receivables, and</p> <p>(h) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of receivables,</p> <p>"Indebtedness" means all present and future obligations and liabilities for the payment or repayment of money in any currency (whether actual or contingent and whether owed jointly or severally, whether incurred as Principal or surety or in any other capacity whatsoever) including principal interest, commission fees and other charges, together with all costs, charges and expenses reasonably incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Joint Finance Document,</p> <p>"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time,</p> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> <p>"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 2 (Fixed security) (c) (xi) to (xvii) inclusive of the Principal Deed,</p> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,</p> | |

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Joint Finance Document" means the 8 March 2011 Debenture, the Trust Deed, the Loss Sharing, Indemnity and Funding Agreement, the Guernsey Security Documents and any other document designated as such by the Security Agent and any Chargor (including the Principal Deed);

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Lenders" means Abbey National Treasury Services Plc, AIB Group (UK) plc, Lloyds TSB Bank Plc, Bank of Ireland (UK) PLC and The Governor and Company of the Bank of Ireland,

"Liability" means any liability, damage, loss, costs, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise,

"Loss Sharing, Indemnity and Funding Agreement" means the loss sharing, indemnity and funding agreement dated 8 March 2011 between, amongst others, the Lenders and Esquire Consolidated Group Limited,

"New Chargor" means a member of the Group which becomes a Guarantor and Chargor under the Principal Deed in accordance with Clause 28 (Accession of a New Chargor) of the Principal Deed,

"Nominee" means any custodian and/or nominee for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub-custodian acting for the Security Agent or any such custodian and/or nominee,

"Parent" means Esquire Consolidated (Investment) Holdings Limited, a company incorporated in the British Virgin Islands,

"Party" means a party to the Principal Deed,

"Principal" means a Chargor or any member of the Group from which Indebtedness is due or owing to a Beneficiary, except as a Guarantor,

"Principal Deed" means the debenture dated 25 March 2011 between, among others, the Security Agent and Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 of Frances House, Sir William Place, St Peter Port, Guernsey,

"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (Fixed security) of the Principal Deed,

Cont

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Relevant System**" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,

"**Secured Sums**" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargors to the Security Agent under Clause 2.1 (Covenant to pay) of the Principal Deed,

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

"**Security Agent**" means Lloyds TSB Bank plc acting as security agent and trustee for the Lenders and includes any successor appointed by the Lenders pursuant to the Trust Deed,

"**Specified Investments**" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its Nominee or to its order, or
- (c) the Charging Company has deposited certificates with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its

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Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

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 Hogen Lovell International LLP. X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3/PCA/PT/0143L 04488

Company name Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region London

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2193310
CHARGE NO. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 25 MARCH 2011 AND CREATED BY
GUESTPLAN LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE LENDERS 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
6 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES