

MG01

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LASERFORM

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

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



What this form is NOT for

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

TUESDAY



LD3 11/05/2010
COMPANIES HOUSE

17

1

Company details

Company number

0 2 6 4 7 8 7 7

Company name in full

Irvine Care Limited (the "**Chargor**")

8

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d 0 d 6 m 0 m 5 y 2 y 0 y 1 y 0

3

Description

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

Description

A security deed dated 6 May 2010 (the "**Charge**") between, amongst others, the Chargor and Credit Suisse AG, London Branch as agent and trustee for itself and each of the Secured Creditors (as defined below) (the "**Security Trustee**")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under each Finance Document (each as defined below), except for any obligation which, if it were so included, would result in the Charge contravening Section 678 or 679 of the Companies Act 2006 or any equivalent and applicable provisions under the law of the jurisdiction of incorporation of the Chargor (the "**Secured Liabilities**").

Continuation page

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

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

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

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

Name Credit Suisse AG, London Branch

Address One Cabot Square

London

Postcode E 1 4 4 Q J

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. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Form MG01, unless the context otherwise requires

Accession Letter means a document substantially in the form set out in schedule 8 (Form of Accession Letter) to the Facility Agreement

Additional Borrower means a company which becomes a Borrower in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Additional Guarantor means a company which becomes a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Additional Property means each property the acquisition of which is funded in whole or in part out of Excess Cash (as defined in clause 25 34 (Capital Expenditure and Capex Projects) of the Facility Agreement) or Equity Contributions and, where the context so requires, includes the buildings on each such property

Agent means Credit Suisse AG, London Branch as agent of the other Senior Finance Parties

Agreement for Lease means an agreement or other contract to grant an Occupational Lease of all or part of a Freehold Property

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

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

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

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

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Allen & Cheny Ltd 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 **Tammy Dickenson**

Company name
Allen and Overy LLP

Address **One Bishops Square**

London

Post town

County/Region **London**

Postcode

E	1		6	A	D	
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Country **England**

DX

Telephone **+44 (0) 20 3088 3020**



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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 enquires@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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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

Allianz Loan Agreement means the Senior Mezzanine Credit Agreement

Arranger means Credit Suisse AG, a company incorporated in Zurich, Switzerland, operating by and through its London Branch having its principal place of business in the United Kingdom at One Cabot Square, London, E14 4QJ as mandated lead arranger under the Facility Agreement

Assignment of Rent means an assignment of rent granted or to be granted by an Obligor in favour of the Security Trustee

Borrower means each of the companies listed as borrowers in part 1 (the Borrowers) of schedule 1 (the Parties) of the Facility Agreement or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Care Contracts means the contracts entered into from time to time by one or all of the Obligors with local authorities, Health Authorities, the Department of Social Security or with private residents (or a combination of them) for the provision of residential and nursing care services to the residents of a Care Home and **Care Contract** means any of them

Care Home means a nursing or residential home providing medical or social care which is required to be registered pursuant to the Relevant Act

Compliance Certificate means a certificate substantially in the form set out in schedule 10 (Form of Compliance Certificate) to the Facility Agreement

Declared Default means an Event of Default in respect of which a notice has been given by the Security Trustee to Newco stating that an Event of Default has occurred

Deferred Mezzanine Party Restructuring Costs means the properly incurred, third party adviser fees and expenses incurred by the Mezzanine Finance Parties for the period ending on 21 June 2009 in connection with the Restructuring in an aggregate amount of £1,197,020 00 (inclusive of VAT)

Deferred Restructuring Costs means the Deferred Senior Party Restructuring Costs and the Deferred Mezzanine Party Restructuring Costs

Deferred Restructuring Costs Recipient means each of the recipients of the Deferred Restructuring Costs as set out in part 2 of schedule 11 (Restructuring Fees, Costs and Expenses) of the Restructuring Agreement

Deferred Senior Party Restructuring Costs means the properly incurred, third party adviser fees and expenses incurred by the Senior Finance Parties and the Original Lender for the period ending on 21 June 2009 in connection with the Restructuring in an aggregate amount of £3,788,604 00 (inclusive of VAT)

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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

Equity Contributions means capital injections (whether by way of equity or shareholder loans which are subject to the Intercreditor Agreement) made to Newco by its shareholders

Event of Default means any event or circumstance specified as such in clause 26 (Events of Default) of the Facility Agreement

Existing Lenders means the financial institutions listed in part 3 (the Existing Lenders) of schedule 1 (the Parties) of the Facility Agreement

Facility Agreement means the £1,348,000,000 revolving and term facilities agreement originally dated 31 August 2006 (as amended and restated from time to time including on 9 December 2009) between, amongst others, Newco, Seniorco, the Chargor and the Security Trustee

Fee Letter means any letter or letters dated on or about the original date of the Facility Agreement between the Arranger and Seniorco (or the Agent and Seniorco) setting out any of the fees referred to in clause 15 (Fees) of the Facility Agreement

Finance Document means each Senior Finance Document and each Mezzanine Finance Document

Freehold Property means a heritable, long leasehold or freehold property owned by a member of the Group, as identified as such in part 1 of schedule 5 (Properties) of the Facility Agreement and, where the context so requires, includes the buildings on each such property

Group means Newco and each of its Subsidiaries from time to time

Guarantor means each of the entities listed in part 2 (the Guarantors) of schedule 1 (the Parties) of the Facility Agreement and each Additional Guarantor unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Facility Agreement

Health Authority means a Health Authority in England or Wales or Northern Ireland or a Health Board (or where applicable, local authority) in Scotland or the Department of Health and Social Services in Jersey or the Department of Health and Social Security in the Isle of Man

Hedge Counterparty means the Original Hedge Counterparty and each person that becomes a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by Seniorco and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the facilities provided

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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

for under the terms of the Original Facility Agreement, including the facilities provided for under the Facility Agreement following the Restructuring

Insolvency means any winding-up, bankruptcy, liquidation, dissolution, administration, receivership, administrative receivership, re-organisation, moratorium or judicial composition in relation to any Obligor or any analogous proceedings in relation to any Obligor in any jurisdiction, including (without limitation) bankruptcy as defined by the Interpretation (Jersey) Law 1954

Intercreditor Agreement means the intercreditor agreement originally dated 31 August 2006, as amended and restated from time to time including on 9 December 2009, between, amongst others, Newco, Seniorco, the other Obligors, the Agent, the Security Trustee, the Existing Lenders and the Original Hedge Counterparty

Investments means

- (a) all shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets,
- (b) any dividend or interest paid or payable in relation to any of the above, and
- (c) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise

Isle of Man Debenture means a debenture to be governed by the laws of the Isle of Man entered into by the relevant Obligor(s) incorporated in the Isle of Man in favour of the Security Trustee

Isle of Man Property Charge means a deed of conditional bond and security governed by the laws of the Isle of Man to be given by each relevant Obligor in favour of the Security Trustee over any freehold property situated in the Isle of Man

Jersey Security Document means each Jersey Bank Account Charge, Jersey Insurance Charge, Jersey Land Charge and Jersey Rent Charge (each as defined in the Facility Agreement)

Junior Mezzanine Credit Agreement means the £165,000,000 PIK facility agreement dated 31 August 2006 between, among others, Seniorco as borrower and The Royal Bank of Scotland plc as lead arranger and agent

Junior Mezzanine Creditors means each of the Finance Parties under and as defined in the Junior Mezzanine Credit Agreement

Junior Mezzanine Debt means all Liabilities of any Obligor to any Junior Mezzanine Lender in respect of the Junior Mezzanine Turnover Fee

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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>Junior Mezzanine Lender means each entity listed in part 3 (the Junior Mezzanine Lenders) of schedule 2 (Lenders) of the Restructuring Agreement, in each case in its capacity as a creditor in relation to the Junior Mezzanine Debt</p> <p>Junior Mezzanine Turnover Fee means an amount equal to £5,000,000 payable to the Junior Mezzanine Lenders pursuant to sub-paragraph (a)(11)(A) of clause 14 (Junior Mezzanine Turnover Fee) of the Restructuring Agreement</p> <p>Lease Document means</p> <ul style="list-style-type: none"> (a) an Agreement for Lease, (b) an Occupational Lease, or (c) any other document designated as such by the Agent and Seniorco or, after 9 December 2009, Newco <p>Leasehold Property means a property owned by a person that is not a member of the Group and let to a member of the Group, as identified as such in schedule 5 (Properties) of the Facility Agreement and, where the context so requires, includes the buildings on each such property</p> <p>Lender means (a) the financial institutions listed in part 3 (the Existing Lenders) of schedule 1 (the Parties) of the Facility Agreement, and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 27 (Changes to the Lenders) of the Facility Agreement, which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement</p> <p>Liabilities means in relation to any document or agreement, any present or future liability (actual or contingent) payable or owing under or in connection with that document or agreement whether or not matured and whether or not liquidated, together with</p> <ul style="list-style-type: none"> (a) any refinancing, novation, deferral or extension of that liability, (b) any claim for misrepresentation or breach of warranty or undertaking or on an event of default or under any indemnity in connection with that document or agreement, (c) any further advance made under any document or agreement supplemental to that document or agreement, together with all related interest, fees and costs, (d) any claim for damages or restitution in the event of rescission of that liability or otherwise in connection with that document or 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	<p>(e) any claim flowing from any recovery of a payment or discharge in respect of that liability on the grounds of preference or otherwise, and</p> <p>(f) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any Insolvency or other proceedings,</p> <p>Mezzanine Finance Documents means "PIK Finance Documents" as defined in the Allianz Loan Agreement and "Finance Documents" as defined in the RBS Loan Agreement</p> <p>Mezzanine Finance Parties means the Senior Mezzanine Creditors and the Junior Mezzanine Creditors</p> <p>Newco means FSHC (Jersey) Holdings Limited (a company incorporated in Jersey with registration number 104204)</p> <p>Newco Security Documents means</p> <p>(a) the Newco Accession Deed, and</p> <p>(b) a Jersey law governed security interest agreement granted by Newco over the shares of Propco Holdco</p> <p>Northern Irish Security Agreement means a security agreement to be governed by Northern Irish law entered into by the relevant Obligor in favour of the Security Trustee with regard to the property located in Northern Ireland</p> <p>Obligor means a Borrower or a Guarantor</p> <p>Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which a Freehold Property may at any time be subject (but excluding any natural person's right to occupy a Freehold Property arising under or as a result of a Care Contract or other right of occupation of a patient or resident of a care home)</p> <p>Original Facility Agreement means the Facility Agreement before it was amended and restated by the Restructuring Agreement on 9 December 2009</p> <p>Original Hedge Counterparty means Credit Suisse International</p> <p>Original Lender means Credit Suisse AG, London Branch</p> <p>Original Property means each Freehold Property and each Leasehold Property</p> <p>Party means a party to the Charge</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

Propco Holdco means Fino Propco Holdco Limited (a company incorporated in Jersey with registered number 94254)

Property means each Original Property and each Additional Property

RBS Loan Agreement means the Junior Mezzanine Credit Agreement

Relevant Act means

- (a) in the case of a Care Home located in England and Wales, the Mental Health Act 1983, the Childrens Act 1989, the Registered Homes Act 1984 or the Care Standards Act 2000,
- (b) in the case of a Care Home located in Scotland, the Nursing Homes Registration (Scotland) Act 1938 (as amended) or (as applicable) the Social Work (Scotland) Act 1968 or the Regulation of Care (Scotland) Act 2001,
- (c) in the case of a Care Home located in Northern Ireland, the Nursing Homes and Nursing Agencies Act (Northern Ireland) 1971, the Registered Homes (Northern Ireland) Order 1992, the Mental Health (Northern Ireland) Order 1986 or the Health and Personal Social Services (Quality, Improvement and Regulation) (Northern Ireland) Order 2003,
- (d) in the case of a Care Home located in Jersey, the Nursing and Residential Homes (Jersey) Law 1994, the Residential Homes (General Provisions) (Jersey) Order 1995 and the Nursing Homes and Mental Nursing Homes (General Provisions) (Jersey) Order 1995 as amended, and
- (e) in the case of a Care Home located in the Isle of Man, the Nursing and Residential Homes Act, 1988 and the Mental Health Act, 1998

Relevant Contract means

- (a) each Care Contract which is capable of assignment, and
- (b) any other agreement to which the Chargor is a party and which the Security Trustee has designated as a Relevant Contract

Resignation Letter means a letter substantially in the form set out in schedule 9 (Form of Resignation Letter) of the Facility Agreement

Restructuring means the reorganisation of the capital structure of the Group and the Group's indebtedness under the Facility Agreement, the Senior Mezzanine Credit Agreement and the Junior Mezzanine Credit Agreement pursuant to the terms of the Restructuring 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	<p>Restructuring Agreement means the restructuring agreement dated 8 December 2009 between, amongst others, Newco, Seniorco, Propco Holdco, the Lenders, the Original Hedge Counterparty, the Senior Mezzanine Creditors and the Junior Mezzanine Creditors</p> <p>Scottish Floating Charge means a floating charge granted or to be granted by an Obligor which has any of its assets situated in Scotland</p> <p>Scottish Security means a Standard Security and/or an Assignment of Rents and/or a Scottish Floating Charge</p> <p>Secured Creditor means a Senior Creditor, a Deferred Restructuring Costs Recipient or a Junior Mezzanine Lender, as the context requires</p> <p>Security means a mortgage, charge, standard security, assignment, agreement, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Security Agreement means a security agreement under English law constituting first ranking security (including legal mortgages and fixed and floating charges) entered into by an Obligor in favour of the Security Trustee</p> <p>Security Assets means all assets of the Chargor the subject of any security created by the Charge or any Scottish Security</p> <p>Security Period means the period beginning on the date of the Charge and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full</p> <p>Senior Creditor means each of the Senior Finance Parties</p> <p>Senior Finance Document means the Facility Agreement, the Restructuring Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Interc Creditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request and any other document designated as a Finance Document or Senior Finance Document (each as defined in the Facility Agreement) by the Agent and Seniorco or, after 9 December 2009, Newco</p> <p>Senior Finance Parties means the Agent, the Arranger, the Security Trustee, each Lender or any Hedge Counterparty</p> <p>Senior Mezzanine Credit Agreement means the £60,000,000 PIK facility dated 31 August 2006 between, among others, Seniorco and the Senior Mezzanine Creditors</p> <p>Senior Mezzanine Creditors means each of the Finance Parties under and as defined in the Senior Mezzanine Credit Agreement</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	<p>Seniorco means Fino Seniorco Limited (a company registered in the Cayman Islands with registration number 172449)</p> <p>Share Security Agreement means a mortgage, pledge, security interest or charge of the shares of an Obligor in favour of the Security Trustee</p> <p>Standard Security means a standard security in relation to a Property located in Scotland granted or to be granted by an Obligor in favour of the Security Trustee</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 or in relation to any Obligor incorporated in Jersey, a subsidiary within the meaning of Article 2 of the Companies (Jersey) Law 1991 or, in relation to any Obligor incorporated in the Isle of Man, a subsidiary within the meaning of section 1 of the Companies Act 1974 of the Isle of Man</p> <p>Transaction Security Documents means</p> <ul style="list-style-type: none"> (a) each Security Agreement, (b) each Share Security Agreement, (c) each Standard Security, (d) each Assignment of Rent, (e) each Jersey Security Document, (f) each Isle of Man Property Charge, (g) each Isle of Man Debenture, (h) each Northern Irish Security Agreement, (i) each Scottish Floating Charge, (j) each Newco Security Document, (k) any other document evidencing or creating Security in favour of the Security Trustee over any asset to secure any obligation of any Obligor to a Senior Finance Party under the Finance Documents, or (l) any other document designated as such by the Agent and Seniorco or, after 9 December 2009, Newco <p>Utilisation Request means a notice substantially in the relevant form set out in schedule 3 (Requests) to the Facility Agreement</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

1.2 Construction

In construing this Form MG01, unless the context otherwise requires

- (a) Capitalised terms defined in the Facility Agreement have, unless expressly defined in this form, the same meaning as in the Charge
- (b) The provisions of Clause 1.2 (Construction) of the Facility Agreement apply to the Charge as though they were set out in full in the Charge, except that references to the Facility Agreement are to be construed as references to the Charge
- (c)
 - (i) The term Finance Document includes all amendments and supplements including supplements providing for further advances,
 - (ii) the term **this Security** means any security created by the Charge, and
 - (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset
- (d) Any covenant of the Chargor under the Charge (other than a payment obligation) remains in force during the Security Period
- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in the Charge to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in the Charge is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Security Trustee considers that an amount paid to a Secured Creditor under a Finance Document is capable of being avoided or otherwise set aside on the winding up and dissolution, liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of the Charge
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset
- (h) The Charge shall be subject to the terms of the Facility Agreement and the Intercreditor Agreement and to the extent that any provision of the Charge is inconsistent with the terms of the Facility Agreement or the Intercreditor Agreement, the provisions of the Facility Agreement or, as the case may be the Intercreditor Agreement shall prevail
- (i) Unless expressly provided to the contrary in a Finance Document, a person who is not a party to the Charge has no right under the Contracts (Rights of

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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>Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Charge</p> <p>(j) A provision of law is a reference to that provision as amended or re-enacted</p> <p>2. COVENANT TO PAY</p> <p>The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents</p> <p>3. CREATION OF SECURITY</p> <p>3.1 General</p> <p>(a) All the security created under the Charge</p> <p>(i) is created in favour of the Security Trustee,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment and satisfaction of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) If the rights of the Chargor under a document cannot be secured without the consent of a Party to that document</p> <p>(i) the Chargor must notify the Security Trustee promptly,</p> <p>(ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and</p> <p>(iii) unless the Security Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Charge</p> <p>(c) The Security Trustee holds the benefit of the Charge on trust for the Secured Creditors</p> <p>3.2 Land</p> <p>(a) The Chargor charges</p> <p>(i) by way of a legal mortgage all estates or interests in any freehold or leasehold property located in England and Wales now owned by it, this includes the real</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	<p>property (if any) specified in Schedule 1 (Security Assets) under its name under the heading Real Property, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of fixed charge all estates or interests in any freehold or leasehold property located in England and Wales now or subsequently owned by it</p> <p>(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</p> <p>3.3 Securities</p> <p>(a) The Chargor charges</p> <p>(i) by way of a legal mortgage all shares (except shares in any Scottish company), in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a fixed charge its interest in all shares (except shares in any Scottish company), stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>(ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>3.4 Plant and machinery</p> <p>The Chargor charges by way of a fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession</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

3.5 Credit balances

The Chargor charges by way of fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Facility Agreement or the Charge) it has with any person and the debt represented by it

3.6 Book debts etc

The Chargor charges by way of a fixed charge

- (a) all of its book and other debts,
- (b) all other moneys arising to it, and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above,

in each case to the fullest extent such charge is not prohibited in the relevant document

3.7 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest

3.8 Hedging

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreement to which it is party

3.9 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights

- (a) under each Lease Document,
- (b) in respect of all rental income,
- (c) under any guarantee of rental income contained in or relating to any Lease Document, and
- (d) under each Relevant Contract and any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause

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

3.10 Miscellaneous

The Chargor charges by way of fixed charge

- (a) any beneficial interest, claim or entitlement it has in any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

3.11 Floating charge

- (a) The Chargor charges by way of a floating charge all its assets (including for the avoidance of doubt assets located in Scotland) not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause
- (b) The floating charge created by paragraph 3.11(a) above shall be deferred in point of priority to any Scottish Floating Charge
- (c) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
 - (i) a Declared Default is continuing, or
 - (ii) the Security Trustee (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy
- (d) The floating charge created by this subclause may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,
 under the Insolvency Act 2000
- (e) The floating charge created by this subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security

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

Trustee receives notice of an intention to appoint an administrator in respect of the Chargor

- (f) The floating charge created by this subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

4. RESTRICTIONS ON DEALINGS

Except as expressly allowed under the Facility Agreement, the Chargor may not

- (a) create or permit to subsist any Security on any Security Asset (except for this Security or the Security created by or pursuant to the Scottish Security or any Security existing as at the date of the Charge in favour of Principal Healthcare Finance Limited), or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under the Charge

5. VOTING RIGHTS

- 5.1 Unless there is a Declared Default which is continuing, the Chargor shall be entitled to exercise the voting rights, powers and other rights in respect of the Investments in any manner which it sees fit
- 5.2 If there is a Declared Default which is continuing, the Security Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

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

SCHEDULE 1 SECURITY ASSETS PART 1 REAL PROPERTY

PROPERTY	REGISTERED TITLE NUMBER
Leasehold land known as Houndwood House, Harper Lane, Radlett	HD338330
Leasehold land known as The Dell Care Home and Plot 4, Cats Lane, Sudbury CO10 2SF	SK154982
Leasehold land known as The Firs Nursing Home, 21 Kings Hill, Great Cornard CO10 0EH	SK154219
Leasehold land known as Woodlands Nursing Home, Sands Lane, Mirfield	WYK577473
Leasehold land known as Tall Oaks, Charles Street, Biddulph	SF355847
Leasehold land known as Catchpole Court, Walnut Tree Lane, Sudbury CO10 1BD	SK154213



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2647877
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEED DATED 6 MAY
2010 AND CREATED BY IRVINE CARE LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY SECURED CREDITOR 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 11 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2010



Companies House
— for the record —

P
SA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES