

644325/78  
**MG01**

**Particulars of a mortgage or charge**



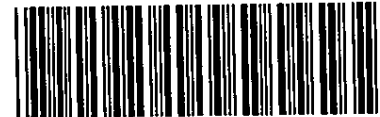
A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

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

Please return  
via  
CH London Counter

WEDNESDAY



LD7 07/12/2011 24  
COMPANIES HOUSE

**1 Company details**

Company number 03267436

Company name in full Graham Home Care Limited (the **Acceding Company**)

for official use

**4** 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 24 11 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 An accession deed dated 24 November 2011 between (1) the Acceding Company, (2) the  
Company and Barclays Bank PLC (the **Security Agent**) (the **Debenture Accession Deed**)  
pursuant to a composite debenture dated 14 September 2008 between, amongst others, the  
Original Charging Companies and the Security Agent (the **Debenture**)

**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 alone or in any  
other capacity whatsoever) of any Group Company to the Security  
Agent and/or the other Secured Parties (or any of them) under or  
pursuant to any Finance Document together with all costs,  
charges and expenses incurred by any Secured Party in  
connection with the preservation or enforcement of its respective  
rights under the Finance Documents provided that no obligation or  
liability shall be included in the definition of "Secured Obligations"  
to the extent that, if it were so included, the Debenture (or any part  
of it) would constitute unlawful financial assistance within the  
meanings of section 151 and 152 of the Companies Act 1985 (the  
**Secured Obligations**)

Note Capitalised terms not defined on this page are defined in the  
MG01 continuation sheets attached

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

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	Barclays Bank PLC (the <b>Security Agent</b> )		
Address	5 The North Colonnade, Canary Wharf, London		
Postcode	E 1 4 4 B B		
Name			
Address			<b>Continuation page</b> Please use a continuation page if you need to enter more details
Postcode			
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>		
Please give the short particulars of the property mortgaged or charged			
Short particulars	See the MG01 Continuation Sheet attached		

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Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
9	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X SNR Denton UK LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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  
CH/GP/76002 00021

Company name  
SNR Denton UK LLP

Address  
One Fleet Place

Post town  
London

County/Region  
Greater London

Postcode  
E C 4 M 7 W S

Country  
England

DX  
DX 242

Telephone  
020 7242 1212

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank

### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

### Important information

Please note that all information on this form will appear on the public record

### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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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

#### 1 Accession of the Acceding Company

##### 1.1 Accession

By its execution of the Debenture Accession Deed, the Acceding Company unconditionally and irrevocably undertook to and agreed with the Security Agent to observe and be bound by the Debenture and granted and created the charges, mortgages, assignments and other security which are stated to be granted or created by the Debenture as if it had been an original party to the Debenture as one of the Charging Companies

##### 1.2 Charge and assignment

Without prejudice to the generality of clause 1.1 of this Form MG01, the Acceding Company, with full title guarantee (subject to the qualification set out in clause 1.3 below), charged or assigned (and agreed to charge or assign)(as the case may be) to the Security Agent for the payment and discharge of the Secured Obligations, all its property, assets and undertaking on the terms set out in clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture (clauses 4 and 5 set out in clauses 2 and 3 below)

##### 1.3 Full title guarantee

No covenant is made pursuant to sections 3 (*Charges, encumbrances and third party rights*) or 4 (*Validity of lease*) of the Law of Property (Miscellaneous Provisions) Act 1994 in relation to any Security Interest or disposition under clauses 4 (*Fixed security*) or 5 (*Floating charge*) of the Debenture

#### 2 Fixed security

##### 2.1 Fixed charges

The Acceding Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest (such interest to be subject to any Permitted Security) (subject to the provisions concerning consent for leasehold interests containing a prohibition on charging in clause 4.5 of the Debenture)

(a) by way of first legal mortgage

(i) the Property (if any) specified in part 1 of the schedule (*Details of Security Assets*), and

(ii) all other Property which merits the Real Property Criteria (if any) at the date of the Debenture vested in, or charged to, such Charging

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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>Company (not charged by clause 4 1(a)(i) of the Debenture or clause 2(b)(ii)(A) of the Deed)</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Property and all interests in Property (not charged by clause 4 1(a) of the Debenture or 2(b)(ii)(A) of the Deed) which satisfy, or which are in respect of, estates and interests which satisfy the Real Property Criteria,</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land which in each case is referred to in clause 2 1(b)(i), and</p> <p>(iii) the proceeds of sale of all Property referred to in clause 2 1(b)(i),</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clauses 4 1(a) or 4 1(b) of the Debenture or 2(b)(ii)(A) of the Deed) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) of the Debenture), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of any Charging Company's stock-in-trade or work-in progress,</p> <p>(e) by way of</p> <p>(i) first fixed charge, the Charged Securities referred to in part 2 of the schedule (<i>Details of Security Assets</i>),</p> <p>(ii) first fixed charge, all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture or 2(b)(ii)(B) of the Deed),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p> <p>(i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and</p>	

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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

(ii) all accounts of such Charging Company with any bank, financial institution or other person not charged by clause 4 1(f)(i) of the Debenture and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 3 of the schedule (*Details of Security Assets*), and

(ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture or 2(b)(ii)(C) of the Deed),

subject to the provisions concerning consent for intellectual property interests containing a prohibition on charging in clause 4 6 of the Debenture

(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture, by way of first fixed charge, such Assigned Asset

(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets, and

(ii) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it, and

(j) by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company

#### 2.2 Security assignments

The Acceding Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising there from,

(b) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and

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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

- (c) immediately following the Enforcement Date, all other Receivables (not assigned under clauses 4 2(a) or 4 2(b) of the Debenture

### 3 Floating charge

Each Charging Company charges and agrees to charge (subject to any Permitted Security), by way of first floating charge, all of its present and future

- (a) assets and undertaking (where located) not otherwise effectively charged by way of first fixed mortgage or charged or assigned pursuant to clause 4 1 (*Fixed charges*), Clause 4 2 (*Security assignments*) of the Debenture (as set out in clauses 2 1 and 2 2 of this Form MG01) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

### 4 Restrictions on dealing

Unless expressly permitted to do so under the Finance Documents, no Acceding Company shall do any of the following without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed)

- (a) create or permit to subsist any Security Interest on any Security Asset except where such interest is constituted by a Permitted Security,
- (b) sell, transfer, lease or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset except for a Permitted Disposal

### 5 Definitions

In this Form MG01

**Assigned Assets** means the Security Assets expressed to be assigned by way of security pursuant to clause 4 2 (*Security assignments*) of the Debenture

**Charging Companies** means the Original Charging Companies and any other company which accedes to the Debenture pursuant to an accession deed

**Charged Investments** means the Charged Security and all present and future Related Rights accruing to all or any of the Charged Securities

**Charged Securities** means



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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>(a) the securities specified in schedule 2 (Details of Security Assets) to the Debenture</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company, held by a nominee on its behalf or in which such Charging Company has an interest at any time</p> <p><b>Company</b> means Carewatch Holdings Limited, a company incorporated and registered under the laws of England and Wales with number 06671587 whose registered office is at 1 Queen Square, Brighton, East Sussex, BN1 3FD</p> <p><b>Debenture</b> means a composite debenture dated 14 September 2008 and made between (1) the Charging Companies and (2) the Security Agent</p> <p><b>Enforcement Date</b> means the date on which notice is served on the Company under clause 16 21 (<i>Rights of default</i>) of the Senior Facilities Agreement or clause 25 20 (<i>Rights on a default</i>) of the Mezzanine Facility Agreement</p> <p><b>Finance Document</b> means any Senior Finance Document and any Mezzanine Document</p> <p><b>Group Companies</b> means the Company and each of its Subsidiaries from time to time</p> <p><b>Insurances</b> means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture</p> <p><b>Intellectual Property</b> means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered or unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing (including, without limitation, the intellectual property rights (if any) specified in part 3 of schedule 2 (<i>Details of Security Assets</i>)) to the Debenture</p> <p><b>Intercreditor Agreement</b> means the intercreditor agreement dated 14 September 2008 and entered into between, amongst others, the Parent, the other Obligors, Barclays Bank PLC as Security Agent, Senior Agent and Mezzanine Agent, Barclays Leveraged Finance as Arranger and Mezzanine Arranger, the Lenders, the Mezzanine</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>Lenders, the Hedge Counterparty and the Original Institutional Investors (each term as defined therein)</p> <p><b>Mezzanine Facility Agreement</b> means the mezzanine facility agreement in the agreed form originally entered into on 14 September 2008 and made between, amongst others, (1) Carewatch Holdings Limited, (2) Carewatch Bidco Limited, Barclays Bank PLC as the mezzanine agent, Barclays Strategic Debt Finance (previously Barclays Leveraged Finance) as the mezzanine arranger, Barclays Bank PLC as Security Agent and the persons named in that mezzanine facility agreement as Lenders, as amended and restated by the First Mezzanine Amendment and Restated Agreement and the Second Mezzanine Amendment and Restatement Agreement (as defined therein)</p> <p><b>Mezzanine Finance Documents</b> means any Finance Document as such term is defined in the Mezzanine Facility Agreement</p> <p><b>Original Charging Companies</b> means Carewatch Holdings Limited (company no 06671587), Carewatch Bidco Limited (company no 06662786) and Carewatch Acquisitions Limited (company no 06662713)</p> <p><b>Permitted Security</b> has the meaning given to that term</p> <p>(a) before the Senior Discharge Date, in the Senior Facilities Agreement, and</p> <p>(b) thereafter, in the Mezzanine Facility Agreement</p> <p><b>Property</b> means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in the future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule (<i>Details of Security Assets</i>), together with</p> <p>(a) all buildings and fixtures (including trade fixtures other than those not owned by a Charging Company) and fixed plant and machinery at any time thereon,</p> <p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof</p> <p><b>Real Property Criteria</b> means Property in which a Charging Company either owns a freehold interest or a leasehold interest which is not a rack rent interest</p> <p><b>Receivables</b> means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</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>(a) the benefit of all rights, guarantees, Security Interest and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing</p> <p><b>Related Rights</b> means in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p><b>Relevant Contracts</b> means each agreement specified in part 4 of the schedule (<i>Details of Security Assets</i>) together with each other agreement supplementing or amending or novating or replacing the same</p> <p><b>Secured Party</b> has the meaning given to that term in the Intercreditor Agreement,</p> <p><b>Security Accounts</b> means the security accounts set out in clause 11.6 of the Debenture (<i>Dealings with and realisation of Receivables and operation of Security Accounts</i>) being any bank account in to which Receivables are paid</p> <p><b>Security Assets</b> means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture</p> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security</p> <p><b>Senior Discharge Date</b> has the meaning given to that term in the Intercreditor Agreement</p> <p><b>Senior Facilities Agreement</b> means the sterling term revolving facilities agreement dated on 14 September 2008 and made between, amongst others, (1) Carewatch Holdings Limited as Parent, (2) Carewatch Bidco Limited, (3) the companies listed in part 1 of schedule 1 thereto as Original Borrowers, (4) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (5) Barclays Leveraged Finance as Arranger, (6) the banks and financial institutions listed in part 2 of schedule 1 thereto as Original lenders, (7) Barclays Bank PLC as Agent, and (8) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers (each term as defined therein)</p>

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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

**Senior Finance Document** means any Finance Document, as such term is defined in the Senior Facilities Agreement

**Subsidiaries** has the meaning given to it in the Senior Facilities Agreement

#### Schedule – Details of Security Assets

##### Part 1 – Property

###### Registered Land

Address	Administrative Area	Title Number

###### Unregistered land

Address	Document describing the Property		
	Date	Document	Parties

##### Part 2 – Charged Securities

Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital

##### Part 3 – Intellectual Property

##### Part 4 – Relevant Contracts

Date of Relevant Contract	Parties	Details of Relevant Contract

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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


### Part 5 - Insurances

Insurer	Insured risks	Policy number

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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



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

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

**COMPANY NO. 3267436  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCESSION DEED DATED 24  
NOVEMBER 2011 AND CREATED BY GRAHAM HOME CARE  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC  
(THE SECURITY AGENT) AND/OR THE OTHER SECURED  
PARTIES (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 7 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER  
2011



Companies House  
— for the record —

LK



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES