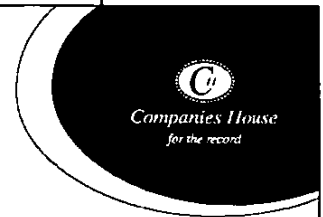


644324/273

In accordance with
Section 860 of the
Companies Act 2006

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.

Please return
via
CH London Counter

☒ **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 to
register particulars of a charge
company. To do this, use
form MG01s

WEDNESDAY



LD7 07/12/2011 31

COMPANIES HOUSE

1 Company details

Company number 0 3 2 6 7 4 3 6

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

5 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 d2 d5 m1 m1 y2 y0 y1 y1

3 Description

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

Description Supplemental Security and Confirmation Deed (the **Deed**)

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

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	
Name	Barclays Bank PLC (the Security Agent)	
Address	5 The North Colonnade, Canary Wharf, London	
Postcode	E 1 4 4 B B	
Name		
Address		
Postcode		

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	See the MG01 Continuation Sheet attached	

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

MG01

Particulars of a mortgage or charge

7

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

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

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

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

Commission allowance or discount

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 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 *SNR Denton UK LLP* X

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

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name

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 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

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	<p>The Chargors agreed to execute the Deed so that the Secured Obligations include all obligations and liabilities of the Chargors to all or any of the Finance Parties under or pursuant to all or any of the Finance Documents as amended, varied and restated pursuant to the Second Senior Amendment Agreement</p> <p>1 Confirmatory Charge</p> <p>The Chargor, with full title guarantee (subject in each case to the provisions of clause 3.3 (<i>Full title guarantee</i>) of the Debenture), in favour of the Security Agent (as agent for the Finance Parties), charged on the terms set out in the relevant Charging Clause of the relevant Security Documents its relevant assets as more specifically referred to in the relevant Security Documents upon the terms contained in the relevant Security Documents as continuing security for the payment and discharge of any increase in the Secured Obligations effected pursuant to the Second Senior Amendment Agreement (including, for the avoidance of doubt, all amounts lent pursuant to the Revolving Facility under, and as defined in, the Senior Facilities Agreement, as amended by the Second Senior Amendment Agreement)</p> <p>2 Fixed security (clause 4 of the Debenture)</p> <p>2.1 Fixed charges</p> <p>The Chargor 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)</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Property (if any) specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture, and</p> <p>(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 Company (not charged by clause 4.1(a)(i) of the Debenture (as set out below))</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) which satisfy, or which are in respect of, estates and interests which satisfy the Real Property Criteria,</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<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) 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 schedule 2 (<i>Details of Security Assets</i>) of the Debenture,</p> <p>(ii) first fixed charge, all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture),</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> <p>(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,</p> <p>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,</p> <p>(g) by way of first fixed charge</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(i) the Intellectual Property (if any) specified in part 3 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture, and</p> <p>(ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture),</p> <p>subject to the provisions concerning consent for intellectual property interests containing a prohibition on charging in clause 4 6 of the Debenture</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Debenture, by way of first fixed charge, such Assigned Asset</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(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</p> <p>(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</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company</p> <p>2.2 Security assignments</p> <p>The Chargor 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</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising there from,</p> <p>(b) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(c) immediately following the Enforcement Date, all other Receivables (not assigned under clauses 4 2(a) or 4 2(b) of the Debenture</p> <p>3 Floating charge (clause 5 of the Debenture)</p> <p>The Chargor charged and agreed to charge (subject to any Permitted Security), by way of first floating charge, all of its present and future</p> <p>(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</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(<i>Fixed charges</i>), Clause 4 2 (<i>Security assignments</i>) 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</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p>4 Charge and Assignment (Clause 2(b)(ii) of the 2008 Security Accession Deed)</p> <p>Without prejudice to the generality of clause 2(a) of the 2008 Security Accession Deed, the 2008 Acceding Company (as defined in the schedule), with full title guarantee (subject to the qualification in clause 3 3 (<i>Full title guarantee</i>) of the 2008 Security Accession Deed, 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 of its property, assets and undertaking on the terms set out in clauses 3 (<i>Grant of Security</i>), 4 (<i>Fixed Security</i>) and 5 (<i>Floating Security</i>) of the Debenture (clauses 4 and 5 as set out above in this form MG01)</p> <p>5 Charge and Assignment (Clause 2(b)(ii) of the 2010 Security Accession Deeds)</p> <p>Without prejudice to the generality of clause 2(a) of the 2010 Accession Deeds, the 2010 Acceding Companies (as defined in the schedule), with full title guarantee (subject to the qualification in clause 3 3 (<i>Full title guarantee</i>) of the 2010 Security Accession Deeds, 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 of its property, assets and undertaking on the terms set out in clauses 3 (<i>Grant of Security</i>), 4 (<i>Fixed Security</i>) and 5 (<i>Floating Security</i>) of the Debenture (clauses 4 and 5 as set out above in this form MG01)</p> <p>6 Charge and Assignment (Clause 2(b)(ii) of the 2011 Security Accession Deeds)</p> <p>Without prejudice to the generality of clause 2(a) of the 2011 Accession Deeds, the 2011 Acceding Companies (as defined in the schedule), with full title guarantee (subject to the qualification in clause 3 3 (<i>Full title guarantee</i>) of the 2011 Security Accession Deeds, 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 of its property, assets and undertaking on the terms set out in clauses 3 (<i>Grant of Security</i>), 4 (<i>Fixed Security</i>) and 5 (<i>Floating Security</i>) of the Debenture (clauses 4 and 5 as set out above in this form MG01)</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>7 Restrictions on dealing</p> <p>Unless expressly permitted to do so under the Finance Documents, no Chargor shall without the consent of the Security Agent (such consent not to be unreasonably withheld or delayed) create or permit to subsist any Security Interest or any Security Asset except where such interest is constituted by a Permitted Security</p> <p>8 Definitions</p> <p>In this Form MG01</p> <p>2008 Security Accession Deed means the security accession deed dated 6 October 2008 between the Parent, Care Services and the Security Agent</p> <p>2010 Security Accession Deeds means the security accession deeds dated 9 June 2010 between each 2010 Acceding Company as listed in Schedule 1 and the Security Agent</p> <p>2011 Security Accession Deeds means the security accession deeds dated 24 November 2011 between each 2011 Acceding Company as listed in Schedule 1 and the Security Agent</p> <p>Agent means Barclays Bank PLC for the purpose of the Senior Facilities Agreement</p> <p>Assetco means Carewatch Acquisitions Limited</p> <p>Assigned Assets means the Security Assets expressed to be assigned by way of security pursuant to clause 4.2 (<i>Security assignments</i>) of the Debenture</p> <p>Charged Investments means the Charged Security and all present and future Related Rights accruing to all or any of the Charged Securities</p> <p>Charged Securities means</p> <ul style="list-style-type: none"> (a) the securities specified in schedule 2 (Details of Security Assets) to the Debenture (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "<i>investments</i>" (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>Charging Clause means in respect of</p> <ul style="list-style-type: none"> (i) the Debenture, Clauses 4 and 5, 	

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	<p>(ii) the 2008 Security Accession Deed, Clause 2(b)(ii),</p> <p>(iii) the 2010 Security Accession Deeds, Clause 2(b)(ii), and</p> <p>(iv) the 2011 Security Accession Deeds, Clause 2(b)(ii)</p> <p>Charging Companies means the Original Charging Companies and any other company which accedes to the Debenture pursuant to an accession deed</p> <p>Chargors means the companies as defined and listed in Schedule 1 (the <i>Chargors</i>) to this Form MG01</p> <p>Company means Carewatch Bidco Limited</p> <p>Debenture means the composite debenture dated 14 September 2008 between Parent, the Company, Assetco and the Security Agent as amended from time to time</p> <p>Enforcement Date 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>Finance Documents means any Senior Finance Document and any Mezzanine Finance Document</p> <p>Finance Parties means the Senior Finance Parties and the Mezzanine Finance Parties</p> <p>Group Companies means the Parent and each of its Subsidiaries</p> <p>Insurances 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>Intellectual Property 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>Intercreditor Agreement means the intercreditor agreement dated 14 September 2008 and entered into between, amongst others, the Parent, the other Obligor,</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>Barclays Bank PLC as Security Agent, Senior Agent and Mezzanine Agent, Barclays Leveraged Finance as Arranger and Mezzanine Arranger, the Lenders, the Mezzanine</p> <p>Mezzanine Facility Agreement has the meaning given to it in the Senior Facilities Agreement</p> <p>Mezzanine Finance Document means any Finance Document as such term is defined in the Mezzanine Facility Agreement</p> <p>Mezzanine Finance Parties means a Finance Party as such term is defined in the Mezzanine Facility Agreement</p> <p>Original Charging Companies means the Parent, the Company and Assetco</p> <p>Parent means Carewatch Holdings Limited</p> <p>Permitted Security has the meaning given to that term</p> <p>(c) before the Senior Discharge Date, in the Senior Facilities Agreement, and</p> <p>(d) thereafter, in the Mezzanine Facility Agreement</p> <p>Property 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>(e) 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>(f) all easements, rights and agreements in respect thereof, and</p> <p>(g) the benefit of all covenants given in respect thereof</p> <p>Real Property Criteria 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>Receivables 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> <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>

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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>(b) all proceeds of any of the foregoing</p> <p>Related Rights 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>Relevant Contracts means each agreement specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture together with each other agreement supplementing or amending or novating or replacing the same</p> <p>Secured Party has the meaning given to that term in the Intercreditor Agreement,</p> <p>Security Accounts 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>Security Documents means the Debenture, the 2008 Security Accession Deed, the 2010 Security Accession Deeds and the 2011 Accession Deeds</p> <p>Security Interest 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>Second Senior Amendment Agreement means the amendment and restatement agreement dated on or about the date of this Deed made between (among others) Parent and Barclays Bank PLC (as Senior Agent and Security Agent) relating to the Senior Facilities Agreement</p> <p>Senior Discharge Date has the meaning given to that term in the Intercreditor Agreement</p> <p>Senior Facilities Agreement means the senior facilities agreement dated 14 September 2008 made between, among others, Parent, Barclays Bank PLC as Agent and Security Agent, as amended from time to time</p> <p>Senior Finance Document means any Finance Document as such term is defined in the Senior Facilities Agreement</p> <p>Senior Finance Parties means a Finance Party as such term is defined in the Senior Facilities Agreement</p>	

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	Schedule 1 – The Chargors																																															
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Registered No</th> </tr> </thead> <tbody> <tr> <td colspan="2">Original Companies</td> </tr> <tr> <td>Carewatch Holdings Limited (Parent)</td> <td>6671587</td> </tr> <tr> <td>Carewatch Bidco Limited (the Company)</td> <td>6662786</td> </tr> <tr> <td>Carewatch Acquisitions Limited (Assetco)</td> <td>6662713</td> </tr> <tr> <td colspan="2">2008 Acceding Company</td> </tr> <tr> <td>Carewatch Care Services Limited (Care Services)</td> <td>2949558</td> </tr> <tr> <td colspan="2">2010 Acceding Companies</td> </tr> <tr> <td>All & Small Limited</td> <td>4653989</td> </tr> <tr> <td>Alpha Homecare Limited</td> <td>3602938</td> </tr> <tr> <td>Always There Homecare Limited</td> <td>4505137</td> </tr> <tr> <td>Care (North Tyneside) Limited</td> <td>4186523</td> </tr> <tr> <td>Eurocrest Trading Limited</td> <td>3395203</td> </tr> <tr> <td>Four Seasons Home Care Ltd</td> <td>3924686</td> </tr> <tr> <td>Four Seasons Homecare (Holdings) Limited</td> <td>5644936</td> </tr> <tr> <td>Jane Bowen Nursing Services Limited</td> <td>5935717</td> </tr> <tr> <td>Safe Hands Community Carers Limited</td> <td>3539917</td> </tr> <tr> <td>Howglen Care Services Ltd</td> <td>4719127</td> </tr> <tr> <td>Sequoia 7 Investments Limited</td> <td>5456846</td> </tr> <tr> <td colspan="2">2011 Acceding Companies</td> </tr> <tr> <td>New Directions Care and Support Services Ltd</td> <td>4330404</td> </tr> <tr> <td>GHC Services Group Limited</td> <td>6541912</td> </tr> <tr> <td>Graham Home Care Limited</td> <td>3267436</td> </tr> </tbody> </table>		Name	Registered No	Original Companies		Carewatch Holdings Limited (Parent)	6671587	Carewatch Bidco Limited (the Company)	6662786	Carewatch Acquisitions Limited (Assetco)	6662713	2008 Acceding Company		Carewatch Care Services Limited (Care Services)	2949558	2010 Acceding Companies		All & Small Limited	4653989	Alpha Homecare Limited	3602938	Always There Homecare Limited	4505137	Care (North Tyneside) Limited	4186523	Eurocrest Trading Limited	3395203	Four Seasons Home Care Ltd	3924686	Four Seasons Homecare (Holdings) Limited	5644936	Jane Bowen Nursing Services Limited	5935717	Safe Hands Community Carers Limited	3539917	Howglen Care Services Ltd	4719127	Sequoia 7 Investments Limited	5456846	2011 Acceding Companies		New Directions Care and Support Services Ltd	4330404	GHC Services Group Limited	6541912	Graham Home Care Limited	3267436
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	Four Seasons Home Care Ltd	3924686																																														
	Four Seasons Homecare (Holdings) Limited	5644936																																														
	Jane Bowen Nursing Services Limited	5935717																																														
	Safe Hands Community Carers Limited	3539917																																														
	Howglen Care Services Ltd	4719127																																														
	Sequoia 7 Investments Limited	5456846																																														
	2011 Acceding Companies																																															
	New Directions Care and Support Services Ltd	4330404																																														
	GHC Services Group Limited	6541912																																														
	Graham Home Care Limited	3267436																																														

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

Vista Social Care Limited

4974813

A Tad Limited

5231463

Twenty Four 7 Care Services Ltd

4630885



4/c

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. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY AND
CONFIRMATION DEED DATED 25 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 13 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES