

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

SATURDAY



A24 *AWJFPSK5* 17
19/03/2011
COMPANIES HOUSE

1

Company details

Company number 03856015
Company name in full European Care & Lifestyles (UK) Limited
(the "Charging Company")

25 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 08/03/2011

3

Description

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

Description Guarantee and Debenture dated 8 March 2011 made between the Charging Company and others
in favour of Lloyds TSB Bank plc as Security Agent for the Lenders (as defined in the Continuation
Pages to Section 6 of this Form MG01 (the "Debenture"))

4

Amount secured

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

Amount secured 10
1 All Indebtedness at the Debenture Date or in the future due, owing
or incurred by the Charging Company to the Lenders or any of them
on any account whatsoever and to the Security Agent under the Joint
Finance Documents, and
2 All Indebtedness at the Debenture Date or in the future due, owing
or incurred by each other Chargor (except as Guarantor for the
Charging Company) and each other member of the Group to the
Lenders or any of them on any account whatsoever and to the
Security Agent under the Joint Finance Documents,
in each case whether on or after the Security Agent's written
demand
Capitalised terms are defined in the Continuation Pages to Section 6
of this Form MG01

Continuation page

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

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Particulars of a mortgage or charge

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc as Security Agent	
Address	25 Gresham Street	
	London	
Postcode	E C 2 V 7 H N	
Name		
Address		
Postcode		

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged		Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>In this Section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Joint Finance Document) include reference to the Debenture, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.</p> <p>The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.</p> <p>The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows</p> <p style="text-align: center;">Particulars of property mortgaged or charged</p> <p>1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies.</p> <p>Continued on Continuation Page</p>	

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6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 2 The Charging Company, with full title guarantee as security for the payment or discharge of all Secured Sums, charged to the Security Agent
- (a) [intentionally left blank]
 - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) all other Land which at the Debenture Date or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2,
 - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments which are at the Debenture Date held or beneficially owned by it, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which that the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
 - (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
 - (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
 - (x) all its goodwill and uncalled capital for the time being,
 - (xi) [intentionally left blank],
- Cont

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(xii) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,</p> <p>(xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,</p> <p>(xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,</p> <p>(xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs 3 2(c)(xi) to (xiv) inclusive of this Clause,</p> <p>(xvii) all trade debts at the Debenture Date or in the future owing to it,</p> <p>(xviii) [intentionally left blank],</p> <p>(xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,</p> <p>(xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>),</p> <p>(xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,</p> <p>(xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,</p> <p>(xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of Clause 3 2, and</p> <p>(xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them</p> <p>Cont</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>3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge</p> <p>(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 3 2 (<i>Fixed security</i>), including any Assets comprised within a charge which is reconverted under Clause 4 4 (<i>Reconversion</i>), and</p> <p>(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,</p> <p>but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking <i>pari passu</i> with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Facility Agreement)</p> <p style="text-align: center;">Covenants and Restrictions contained in the Debenture</p> <p>1 By Clause 6 1 (<i>Collection Account</i>), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Schedule 4 (<i>Collection of Receivables</i>) The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent</p> <p>2 By Clause 6 3 (<i>No Derogation</i>), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery other than in relation to the commutation of Receivables with its customers in the ordinary course of business</p> <p>3 By Clause 7 (<i>Negative Pledge and other restrictions</i>) the Charging Company agreed that it would not, without the prior written consent of the Security Agent (except under the Debenture or as permitted under any Facility Agreements to which it was a party at the Debenture Date)</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p>(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so provided that before the Security constituted by the Debenture becomes enforceable the Charging Company may make withdrawals from the Collection Accounts unless prohibited under any Facility Agreement</p> <p>Cont</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>4 By Clause 11 2 (<i>Negative covenants</i>) the Charging Company agreed that without the prior written consent of the Security Agent it would not</p> <ul style="list-style-type: none"> (a) save in the ordinary course of business, carry out any building work on its Land or make any structural alteration to any building on its Land or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land, (b) enter into onerous or restrictive obligations affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to adversely affect its value or the value of the Security constituted by the Debenture over it, (c) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so, (d) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture, (e) make any election to waive the exemption under paragraph 2 of Schedule 10 to the Value Added Tax Act 1994 in its capacity as landlord of any such Land, (f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of any Facility Agreement to which it is a party, or (g) share the occupation of its Land with any other person or agree to do so <p>5 By Clause 12 2 (<i>Negative covenants</i>) the Charging Company agreed that it shall not, without the prior written consent of the Security Agent (other than as expressly permitted by the terms of any Facility Agreement to which it is a party)</p> <ul style="list-style-type: none"> (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights, (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever, (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or <p>Cont</p>	

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(d) amend the specification or drawings referred to in any granted patents</p> <p>6 By Clause 13 4 (Negative covenants) the Charging Company agreed with the Security Agent that it would not, without the prior written consent of the Security Agent consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied</p> <p style="text-align: center;">Definitions</p> <p>In this Form MG01 the following expressions shall have the meanings respectively set out below</p> <p>"Account Bank" means such bank as the Security Agent may from time to time specify,</p> <p>"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them,</p> <p>"Beneficiary" means the Security Agent and each Lender,</p> <p>"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor</p> <p>European Care & Lifestyles (UK) Limited (03856015), European Lifestyles Group Limited (04870157), European Lifestyles Limited (04954960), Esquire Realty Group Limited (Guernsey registered number 43568), Esquire Realty Holdings Limited (Guernsey registered number 45422), European Care & Lifestyles Group Limited (1016177), Esquire Consolidated Group Limited (Guernsey registered number 45707),</p> <p>"Collection Account" means the Charging Company's account with an Account Bank into which the Charging Company is required by the Security Agent to pay its Receivables pursuant to Clause 6 1 of the Debenture,</p> <p>"Control" means in relation to a company</p> <p>(a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to</p> <p>(i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company,</p> <p>(ii) appoint or remove all, or the majority, of the directors or other equivalent officers of the company, or</p> <p>(iii) give directions with respect to the operating and financial policies of the company with which the directors or other equivalent officers of the company are obliged to comply, or</p> <p>Cont</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) the holding beneficially of more than 50% of the issued share capital of the company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital),</p> <p>"Debenture Date" means 8 March 2011,</p> <p>"Deed of Accession and Charge" means a Deed of Accession and Charge substantially in the form of Schedule 3 (<i>Form of Deed of Accession and Charge for a New Chargor</i>) of the Debenture,</p> <p>"Derivative Rights" includes</p> <p>(a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</p> <p>(b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and</p> <p>(c) stock, shares and securities offered in addition to or substitution for any Investments,</p> <p>"Facility Agreements" means the facilities agreements entered into between any member of the Group and any of the Lenders from time to time,</p> <p>"Finance Parties" means the Security Agent and the Lenders,</p> <p>"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (<i>Assignment</i>) of the Debenture or within a mortgage or fixed charge created by Clause 3 2 (<i>Fixed security</i>) of the Debenture or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) of the Debenture or otherwise,</p> <p>"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (<i>Creation of a Floating Charge</i>) of the Debenture but, in relation to Assets situated in Scotland and charged by clause 3 3(b) of the Debenture only in so far as concerns the floating charge over that Asset,</p> <p>"Group" means Esquire Consolidated Group Limited, a company incorporated in Guernsey with registered number 45707 and its Subsidiaries for the time being,</p> <p>"Guernsey Security Documents" means the following Guernsey law security interest agreements entered or to be entered into by the relevant Chargor in favour of the Security Agent on 8 March 2011</p> <p>(a) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of shares in Esquire Realty Holdings Limited,</p> <p>(b) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of shares in Esquire Realty Group Limited,</p> <p>Cont</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<div data-bbox="383 492 1495 1041"> <ul style="list-style-type: none"> (c) security interest agreements between Esquire Realty Group Limited and the Security Agent in respect of shares in Esquire Realty Healthcare Limited, Esquire Realty (Trelana) Limited, Esquire Realty (III) Limited and Esquire Realty (II) Limited, (d) security interest agreement between Esquire Consolidated Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, (e) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, (f) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of the Chargor's Guernsey bank accounts, (g) security interest agreement between Esquire Realty Holdings Limited and the Security Agent in respect of receivables, and (h) security interest agreement between Esquire Realty Group Limited and the Security Agent in respect of receivables, </div> <div data-bbox="383 1064 1495 1254"> <p>"Indebtedness" means all present and future obligations and liabilities for the payment or repayment of money in any currency (whether actual or contingent and whether owed jointly or severally, whether incurred as Principal or surety or in any other capacity whatsoever) including principal interest, commission fees and other charges, together with all costs, charges and expenses reasonably incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Joint Finance Document,</p> </div> <div data-bbox="383 1276 1495 1377"> <p>"Insurance Policy" means any contract or policy of insurance of any Chargor (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of its interest) in which any Chargor has an interest at any time,</p> </div> <div data-bbox="383 1400 1495 1556"> <p>"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights,</p> </div> <div data-bbox="383 1579 1495 1702"> <p>"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets charged by it pursuant to Clause 3 2 (<i>Fixed security</i>) (c) (xii) to (xvii) inclusive of the Debenture,</p> </div> <div data-bbox="383 1724 1495 1915"> <p>"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,</p> </div> <div data-bbox="383 1937 454 1982"> <p>Cont</p> </div>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 376 1058 405">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="427 524 1530 613">"Joint Finance Document" means the Debenture, the Trust Deed, the Loss Sharing, Indemnity and Funding Agreement, the Guernsey Security Documents and any other document designated as such by the Security Agent and any Chargor,</p> <p data-bbox="427 642 1530 732">"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p data-bbox="427 761 1530 817">"Lenders" means Abbey National Treasury Services Plc, AIB Group (UK) plc, Lloyds TSB Bank Plc, Bank of Ireland (UK) PLC and The Governor and Company of the Bank of Ireland,</p> <p data-bbox="427 846 1530 936">"Loss Sharing, Indemnity and Funding Agreement" means the loss sharing, indemnity and funding agreement dated 8 March 2011 between, among others, the Lenders and the Chargors,</p> <p data-bbox="427 965 1530 1088">"Nominee" means any custodian and/or nominee for the Security Agent and also includes any additional or substitute custodian or nominee which the Security Agent may designate from time to time and any agent or sub-custodian acting for the Security Agent or any such custodian and/or nominee,</p> <p data-bbox="427 1117 1530 1173">"Principal" means a Chargor or any member of the Group from which Indebtedness is due or owing to a Beneficiary, except as a Guarantor,</p> <p data-bbox="427 1202 1530 1292">"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (<i>Fixed security</i>) of the Debenture,</p> <p data-bbox="427 1321 1530 1444">"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Securities,</p> <p data-bbox="427 1473 1530 1563">"Secured Sums" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargors to the Security Agent under Clause 2 1 (<i>Covenant to pay</i>) of the Debenture,</p> <p data-bbox="427 1592 1530 1648">"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p data-bbox="427 1677 1530 1733">"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Lenders and includes any successor appointed by the Lenders pursuant to the Trust Deed,</p> <p data-bbox="427 1762 1530 1818">"Specified Investments" means, in relation to the Charging Company, all Investments which at any time</p> <p data-bbox="437 1848 1530 1937">(a) represent a holding in a Subsidiary of such Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",</p> <p data-bbox="437 1966 496 1995">Cont</p>

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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

- (b) are held in the name of the Security Agent or its Nominee or to its order, or
- (c) the Charging Company has deposited certificates with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its Nominee,

save for in respect of Esquire Realty Holdings Limited where for the purposes of this Debenture Specified Investments does not include the Investments held in Esquire Pearl Realty Limited and in respect of the English Holdco Chargors (as defined in Schedule 1 of the Debenture) where for the purposes of this Debenture Specified Investments does not include the Investments held by any English Holdco Chargor in any of its Subsidiaries,

"Subsidiary" means an entity of which a person

- (a) has direct or indirect Control, or
- (b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or
- (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,

and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time and disregarding, for the purpose of this definition, the fact that any shares in that entity may be held by way of security, that the beneficiary of the security (or its nominee) may be registered as a member of the relevant undertaking and/or that such beneficiary of the security (or its nominee) may be entitled to exercise voting powers and rights with respect to those charged shares,

"Trust Deed" means security trust deed dated 8 March 2011 between, among others, the Lenders, the Security Agent and the Chargors

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

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

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

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

Commission, allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Horgan Lovells International LLP* X

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

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Particulars of a mortgage or charge



Presenter information

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

Contact name **F3/PCA/PT/0143L 04488**

Company name
Hogan Lovells International LLP

Address **Atlantic House**

Holborn Viaduct

Post town **London**

County/Region **London**

Postcode

E	C	1	A	2	F	G
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Country

DX **57** **London Chancery Lane**

Telephone **+44 20 7296 2000**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

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

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3856015
CHARGE NO. 25**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 8 MARCH 2011 AND CREATED BY EUROPEAN CARE &
LIFESTYLES (UK) LTD FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO THE LENDERS OR
ANY OF THEM AND ALL MONIES DUE OR TO BECOME DUE
FROM EACH OTHER CHARGOR AND EACH OTHER MEMBER
OF THE GROUP TO THE LENDERS OR ANY OF THEM ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 19 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES