

MG01

Particulars of a mortgage or charge

146609/13



A fee is payable with this form.

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

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☒ **What this form is NOT for**
You cannot use this form to
register particulars of a charge
on a company. To do this,
use form MG01s



base
uk

1 Company details

Company number 0 5 1 1 0 1 3 7

Company name in full Lifecare Residences Limited (the "Chargor")

→ **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 2 9 1 0 1 2 0 1 3

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 Floating Charge dated 29 January 2013 between the Chargor and the
Security Trustee (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 in any other capacity
whatsoever) of the Chargor to the Finance Parties
(whether indebtedness or liabilities originally
owed to all or any of the Finance Parties and/or
any Receiver or any other person or persons) under
the Facilities Agreement and the other Finance
Documents (including, without limitation, under any
amendments, supplements or restatements of any of
the Finance Documents or in relation to any new or
increased advances or utilisations thereunder), and
all or any monies, liabilities and obligations due
by the Chargor under or pursuant to the Deed

Note: Capitalised terms not defined on this page
are defined in the Continuation Sheet

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

Continuation page

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

Name The Royal Bank of Scotland plc (the "Security Trustee")

Address 36 St Andrew Square, Edinburgh EH2 2YB acting by

its branch at 280 Bishopsgate, London EC2M 4RB

Postcode

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 By way of floating charge all the Chargor's assets, property and undertaking both present and future (other than the Excluded Investments).

NOTES

1. The Deed provides that the Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Trustee:

(a) such further additional mortgages, charges, assignments, transfers and conveyances, and

(b) such assurances, deeds, documents, acts and things, as the Security Trustee may reasonably require to perfect or protect the security created by the Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with the Deed

2. The Deed provides that the Security Trustee may at any time by notice in writing to the Chargor convert the floating charge created by the Deed with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if

(a) an Event of Default (as defined in the Facilities Agreement) has occurred and is continuing; or

(b) the Security Trustee has reasonable grounds for considering that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process

3. The Deed provides that notwithstanding Note 2 above and without prejudice to any law which may have a similar effect, the floating charge created by the Deed will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if

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

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

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

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

Commission, allowance or discount Nil

8 Delivery of instrument

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

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

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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 Stuart Swift (Ref SSWI/R0399 724)

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



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

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6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 342 1050 376">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 394 1519 835"> (a) the Chargor creates or attempts to create any Security Interest (other than Permitted Security (as defined in the Deed) or any Security Interest permitted by the Security Trustee in accordance with the Facilities Agreement) over any Charged Assets, (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed, (c) the Chargor disposes of any Charged Asset otherwise than in accordance with the Finance Documents or by way of sale in the ordinary course of its business for market value on an arm's length basis and for consideration payable in cash on normal commercial terms or threatens or takes any steps to do so, or (d) in any other circumstances prescribed by law </p> <p data-bbox="331 864 1519 976">4 The Deed provides that any present or future fixed security created by the Chargor (and consented to by the Security Trustee) in favour of any third party or the Security Trustee over the Charged Assets shall rank and have priority before the floating charges created by the Deed.</p> <p data-bbox="331 1005 1326 1039">5 The Deed contains or incorporates the following definitions</p> <p data-bbox="331 1059 1038 1093">"Agent" means The Royal Bank of Scotland plc</p> <p data-bbox="331 1113 1098 1146">"Arranger" means The Royal Bank of Scotland plc.</p> <p data-bbox="331 1167 1519 1256">"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Deed and the subject matter of each of them</p> <p data-bbox="331 1276 1519 1332">"Excluded Investments" means the membership interest in Battersea Place LLP and the membership interest in Chiswick Place LLP held by the Chargor</p> <p data-bbox="331 1352 1519 1509">"Facilities Agreement" means the £22,982,000 credit facilities agreement originally dated 13 August 2007, entered into between inter alia (1) the Chargor and Grove Place Developments Limited and (2) The Royal Bank of Scotland plc (in its various capacities) as amended and restated, supplemented or novated from time to time</p> <p data-bbox="331 1529 1519 1697">"Finance Document" means the Facilities Agreement, and also any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, any Subordination Deed, any Resignation Letter, any Selection Notice, any Security Document, any Utilisation Request (all as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and Grove Place Developments Limited</p> <p data-bbox="331 1718 1519 1774">"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender or a Hedging Lender</p> <p data-bbox="331 1794 1182 1827">"Hedging Lender" means The Royal Bank of Scotland plc</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

"Lender" means

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement in accordance with clause 26 of the Facilities Agreement, which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms of the Facilities Agreement

"Original Lender" means The Royal Bank of Scotland plc.

"Receiver" means any one or more receiver, administrator or receiver and manager appointed by the Security Trustee under this Deed (whether sole, joint and/or several and including any substitute)

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.



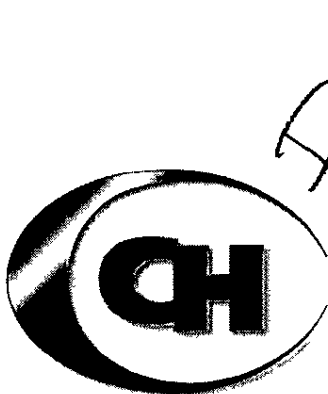
CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5110137
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 29
JANUARY 2013 AND CREATED BY LIFECARE RESIDENCES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE FINANCE PARTIES AND/OR
ANY RECEIVER OR ANY OTHER PERSON OR PERSON ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 6 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 FEBRUARY
2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**