

MG01

Particulars of a mortgage or charge

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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

WEDNESDAY



LD2 25/08/2010 70
COMPANIES HOUSE

base
v uk

1 Company details

Company number 0 5 6 2 8 1 2 4

Company name in full Burnside Care Limited (the "Charging Company")

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 1 0 / 0 8 / 2 0 1 0

3 Description

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

Description Deed of Accession and Charge dated 10 August 2010 made between the
Charging Company and others in favour of Barclays Bank PLC (in its
capacity as Security Agent for the Beneficiaries (as defined in the
Continuation Pages to Section 6 of this form MG01)) (the "Accession
Deed")

4 Amount secured

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

Amount secured The Secured Sums (as defined in the Continuation
Pages to Section 6 to this Form MG01)

Reference to any Finance Document (as defined in
the Continuation Pages to Section 6 this Form MG01)
includes references to any Finance Document as
varied in any manner from time to time, even if
changes are made to the composition of the parties
to such document or to the nature or amount of any
facilities made available under such document

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	Barclays Bank PLC (in its capacity as	
Address	Security Agent for the Beneficiaries)	
	5, The North Colonnade	
Postcode	E 1 4 4 B B	
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 to Schedules are to Clauses of, and Schedules to, the Principal Deed unless otherwise specified. References in this Form MG01 to the Accession Deed or to any other document (including any Finance Document) include reference to the Accession Deed, or to any such other document, as varied in any manner from time to time.</p> <p>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 must protect and further define the charges created by the Accession Deed and which must be read as part of those charges.</p> <p>The Accession Deed 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 by way of security:</p> <ul style="list-style-type: none">(a) the benefit of all of its Burnside Acquisition Agreement Claims,(b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies (other than in respect of Excluded Insurance Policy Amounts), <p style="text-align: center;">PLEASE ALSO SEE ATTACHED CONTINUATION SHEETS</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

Continuation page 1

- (c) all of its rights, title and interest from time to time in respect of the Hedging Agreements, and
- (d) all of its rights, title and interest from time to time in respect of any Structural Intra-Group Loans
- 2 As Security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent
- (a) by way of legal mortgage, all Land (other than the Excluded Mortgage Properties) in England and Wales vested in it at the Deed Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Accession Deed, in each case as described below

Name of Proprietor	Description of Property	Tenure	Title Number(s)
Burnside Care Limited	27 Hulme Road, Market Weighton, East Riding of Yorkshire	Freehold	YEA31059 YEA32942 HS195252

- (b) by way of legal mortgage, all other Land (other than the Excluded Mortgage Properties) in England and Wales vested in it at the Deed Date and not registered at the Land Registry,
- (c) by way of fixed charge
 - (1) all other Land (other than the Excluded Fixed Charge Properties) which at the Deed Date, or in the future becomes, its property,
 - (11) all interests and rights in or relating to Land (other than the Excluded Fixed Charge Properties) or the proceeds of sale of Land at the Deed Date or in the future belonging to it,
 - (111) any Material Consent Lease which at the Deed Date, or in the future becomes, its property where, now or in the future, the landlord's consent to create fixed Security over such lease has been obtained,

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

Continuation page 2

- (iv) all plant and machinery at the Deed 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 4 of the Accession Deed,
- (v) all rental and other income and all debts and claims at the Deed Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
- (vi) all Specified Investments which are its property at the Deed Date, including all proceeds of sale derived from them,
- (vii) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
- (viii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
- (ix) all Derivative Rights of an income nature at the Deed Date or in the future accruing or offered at any time in respect of its Specified Investments,
- (x) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
- (xi) all Insurance Policies at the Deed Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such Insurance Policies (including the benefit of all claims arising and all money payable under them) other than in respect of Excluded Insurance Policy Amounts and apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Deed,
- (xii) all its goodwill and uncalled capital for the time being,

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

Continuation page 3

Short particulars

- (xiii) [*** intentionally left blank ***],
- (xiv) all other 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,
- (xv) 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,
- (xvi) the benefit of all agreements and licences at the Deed 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,
- (xvii) all its rights at the Deed Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xviii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c) (xiii) to (xvii) inclusive of Clause 4 of the Accession Deed,
- (xix) all trade debts at the Deed Date or in the future owing to it,
- (xx) [***intentionally left blank***]
- (xxi) all other debts at the Deed Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xxii) 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 (Assignments) of the Accession Deed,
- (xxiii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,

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

Continuation page 4

(xxiv) any beneficial interest, claim or entitlement it has to any pension fund at the Deed Date or in the future,

(xxv) all rights, money or property accruing or payable to it at the Deed 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 the Accession Deed,

(xxvi) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and

(xxvii) 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 received all compensation which may be payable in respect of them

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

(a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security referred to in paragraph 1 above or charged by any fixed charge referred to in paragraph 2 above, including any Assets comprised within a charge which is reconverted under Clause 4.4 (Reconversion), and

(b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but (except where such action is either permitted or not prohibited by the terms of the Finance Documents) in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (Negative pledge and other restrictions) 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, transfer or disposal in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

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 style="text-align: right;">Continuation page 5</p> <p style="text-align: center;">Covenants and restrictions contained in the Principal Deed</p> <p>1 By acceding to Clause 6 1 (<i>Collection Account</i>), the Charging Company agreed to collect and realise all its Receivables and, promptly on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent.</p> <p>2 By acceding to 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 acceding to 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 (and with the exception of Permitted Security or where expressly permitted under the Finance Documents)</p> <ul style="list-style-type: none"> (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or (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 <p>4 By acceding to Clause 11 2 (<i>Negative covenants</i>), the Charging Company agreed that without the prior written consent of the Security Agent, it would not (amongst other things)</p> <ul style="list-style-type: none"> (a) enter into any onerous or restrictive obligation affecting its Material Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably be expected to have a Material Adverse Effect, or (b) 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 Material Land to the extent that it would be reasonably be expected to materially adversely affect its value or the value of the Security constituted by the Principal Deed 	

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

Continuation page 6

Definitions

In this Form MG01 the following expressions have the following meanings respectively set out below

"Account Bank" means Barclays Bank PLC and, until the migration to Barclays Bank PLC of any Collection Account held with it by the Charging Company, Bank of Scotland plc, or such other bank as the Security Agent may from time to time specify

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Assignor" means Craegmoor Hospitals Limited (company number 2989725)

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty

"Burnside Acquisition Agreement" means the agreement dated 10 August 2010 relating to the sale and purchase of the entire issued share capital of the Charging Company and made between the Assignor and Colin Sherburn and Sally Musson

"Burnside Acquisition Agreement Claims" means all the Assignor's or the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Assignor or to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Assignor, and any rights of abatement or set off, and all other rights of recovery under or pursuant to the Burnside Acquisition Agreement or any other Burnside Acquisition Document

"Burnside Acquisition Documents" means the Burnside Acquisition Agreement, the Disclosure Letter and the Tax Deed (as defined in the Burnside Acquisition Agreement) and any other document designated a "Burnside Acquisition Document" by the Agent and the Parent

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (Collection Account) of the Principal Deed

"Deed Date" means 10 August 2010

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	Continuation page 7
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Derivative Rights" includes</p> <ul style="list-style-type: none"> (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, (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and (c) stock, shares and securities offered in addition to or in substitution for any Investments <p>"Disposal Programme 2008" has the meaning given to that term in the Facilities Agreement</p> <p>"Excluded Fixed Charge Properties" means</p> <ul style="list-style-type: none"> (a) all Material Leases in, or owned by entities in, the Older People Division where the consent of the lessor is required in order for the creation of fixed Security over such lease, (b) all Material Leases in the Disposal Programme 2008 where the consent of the lessor is required in order for the creation of fixed Security over such lease, (c) any lease with an unexpired term of less than 21 years, and (d) any Material Consent Lease for as long as consent under such lease has not been granted unless and until the relevant consent is granted <p>"Excluded Insurance Policy Amounts" means any sums payable to the Charging Company pursuant to any Insurance Policy where such sums</p> <ul style="list-style-type: none"> (a) relate to third party liability, business interruption or similar claims, or (b) are in an amount of less than £1,000,000 for any single claim or series of related claims, or (c) relate to Insurance Policies in respect of which the Charging Company (or other member of the Group) is not the beneficiary, such that such Insurance Policies do not form part of the assets of the Charging Company (or other member of the Group) 	

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

Continuation page 8

Short particulars

"Excluded Mortgage Properties" means

- (a) all Land in, or owned by entities in, the Older People Division,
- (b) all Land included in the Disposal Programme 2008,
- (c) any lease with an unexpired term of less than 21 years, and
- (d) the Material Consent Leases

"Excluded Security Properties" has the meaning given to that term in the Principal Deed

"Facilities Agreement" means the facilities agreement dated on or around the date of the Principal Deed between Craegmoor Group (No 3) Limited (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Arrangers), Barclays Bank PLC (as Agent, Security Agent and Issuing Bank) and Barclays Bank PLC, Calyon and Royal Bank of Canada (as Original Lenders) (each term as defined therein)

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 (Assignments) of the Accession Deed or within a mortgage or fixed charge created by Clause 4 (Fixed security) of the Accession Deed

"Group" means the Parent and its Subsidiaries for the time being

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which any Charging Company has an interest at any time

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

Continuation page 9

"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

"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 and made between Craegmoor Group (No 3) Limited (as the Parent), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein)

"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

"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)

"Mandatory Prepayment Account" has the meaning given to it in the Facilities Agreement

"Material Adverse Effect" has the meaning given to that term of the Facilities Agreement

"Material Land" means all Land other leases with an unexpired term of less than 21 years and the Excluded Security Properties

"Material Lease" means any lease with an unexpired terms of 21 years or more

"Material Consent Lease" means any Material Lease (other than the Excluded Security Properties and any lease referred to in paragraph (a) or (b) of the term Excluded Fixed Charge Properties) where the consent of the lessor is required in order for the creation of Security over such lease

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

Continuation page 10

"Mezzanine Facility Agreement" means the mezzanine facilities agreement dated on or around the date of the Principal Deed between Craegmoor Group (No 3) Limited (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Arrangers), Barclays Bank PLC (as Agent, Security Agent and Issuing Bank) and Barclays Bank PLC, Calyon and Royal Bank of Canada (as Original Lenders) (each term as defined therein).

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any Funding Note and any other document designated as such by the Agent and the Parent and/or the Borrower (and for this purpose terms referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement)

"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger (as defined in the Mezzanine Facility Agreement), the Security Agent, the Lenders (as defined in the Mezzanine Facility Agreement) and any Hedge Counterparty

"Older Peoples Division" has the meaning given to that term in the Facilities Agreement

"Parent" means Craegmoor Group (No 3) Limited a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 06628024

"Party" means a party to the Debenture

"Permitted Security" has the meaning given to that term in the Facilities Agreement

"Principal Deed" means the debenture dated 18 July 2008 between Craegmoor Group (No 3) Limited and Craegmoor Group (No 4) Limited and the Security Agent as agent and trustee for the Beneficiaries named in the Principle Deed

"Receivables" in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 4 (Fixed security) of the Accession Deed

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

Continuation page 11

Short particulars

"Secured Sums" means 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 Charging Company to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security" has the meaning given to that term in the Facilities Agreement

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successors appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a such by the Agent and the Parent and/or the Company (each as defined in the Facilities Agreement unless otherwise defined in these Continuation Pages)

"Senior Finance Party" means the Agent, each Arranger, the Security Agent, the Lenders, the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in these Continuation Pages)

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

Continuation page 12

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (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 Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) that Charging Company has deposited certificates for 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

"Subsidiary" has the meaning given to that term in the Facilities Agreement

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

Not applicable

8 Delivery of instrument

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

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

9 Signature

Please sign the form here

Signature

Signature

X H. J. an Lovells International 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 F3/SM/BL

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

Post town

County/Region London

Postcode E C 1 A 2 F G

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. 5628124
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION AND
CHARGE DATED 10 AUGUST 2010 AND CREATED BY
BURNSIDE CARE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ALL OR ANY
OF THE BENEFICIARIES 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 25 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES