

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 for**

You cannot use this  
particulars of a charge  
company. To do this  
form MG01s

For further information, please

uk



\*A1LS60H7\*

A39

16/11/2012

#190

cial use

COMPANIES HOUSE

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

1

**Company details**

Company number

0 5 7 6 3 2 7 9

Company name in full

COMFORT CALL LIMITED (the "Company")

2

**Date of creation of charge**

Date of creation

d1 d2 m1 m1 y2 y0 y1 y2

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

Security accession deed dated 12 November 2012 (the "**Security Accession Deed**") between (1) the Company, (2) City and County Healthcare Holdings Limited (company number 6991380) (the "**Parent**"), and (3) Lloyds TSB Bank PLC ("**Security Agent**"), which is supplemental to a debenture dated 11 September 2009 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier security accession deeds (the "**Debenture**")

4

**Amount secured**

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

Amount secured

All monies and liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document from time to time, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety together with all interest accruing thereon (the "**Indebtedness**")

**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	LLOYDS TSB BANK PLC						
Address	10 Gresham Street						
	London						
Postcode	E	C	2	V		7	A E
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

**1. Accession**

The Company has agreed to be a Charging Company for the purposes of the Debenture with immediate effect and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

**2. Covenant to pay**

Subject to any limits on its liability specifically recorded in the Finance Documents, each Charging Company as primary obligor has covenanted with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Indebtedness when it falls due for payment

**3. Fixed charges**

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage

(1) all freehold and leasehold property (including the property specified in Schedule 1 below) together with all buildings and fixtures (including trade fixtures) on that property, and

(11) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

SEE CONTINUATION SHEET FOR PART 6.

# 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

N/A

### 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 Derwin Heights Patisserie LLP X

This form must be signed by a person with an interest in the registration of the 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 **Thomas Bacon (TBAC/22801 54)**

Company name **Berwin Leighton Palsner 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

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

# 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

(b) by way of first fixed charge

(1) all other interests (not charged under paragraph 3(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(11) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(111) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,

(1v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(v) all monies standing to the credit of any and all its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution, or other person and all rights related to these accounts,

(vi) all its Intellectual Property,

(vii) all rights and interests in the Hedging Agreements,

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets,

(ix) its goodwill and uncalled capital, and

(x) if not effectively assigned by paragraph 5 below, all its rights and interests in (and claims under) the Assigned Agreements

#### 4 Floating charge

As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively mortgaged or charged by way of first fixed charge under clause 2 3 of the Security Accession Deed, as set out in paragraph 3 above or assigned under clause 2 5 of the Security Accession Deed, as set out in paragraph 5 below

#### 5 Security Assignment

As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security

# 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

Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 below, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct)

#### -- DEFINED TERMS USED IN FORM MG01 --

"Assigned Agreements" means the agreements identified in Schedule 3 below

"Book Debts" means all book and other debts arising in the ordinary course of trading

"Cash Collateral Accounts" means the Holding Accounts (as defined in the Senior Facilities Agreement) and the Mandatory Prepayment Accounts (as defined in the Senior Facilities Agreement)

"Charging Companies" means the Parent, each of the companies listed in schedule 1 of the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a security accession deed

"Collection Accounts" means the accounts set out in Schedule 4 below

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise)

"Finance Document" has the meaning given to that term in the Senior Facilities Agreement

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Facilities Agreement

"Intellectual Property" means the Intellectual Property as defined in the Senior Facilities Agreement

"Investments" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance

"Nominated Account" means an account nominated by the Security Agent for the collection of proceeds of any other debts

"Obligors" means Obligors as defined in the Senior Facilities Agreement

"Secured Party" has the meaning given to that term in the Senior

# 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

Facilities Agreement

"Senior Facilities Agreement" means the facilities agreement dated on or around 11 September 2009 (as amended from time to time) under which certain lenders have made available certain term facilities to the Parent and certain other Group Companies (as defined therein)

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries (as defined in the Senior Facilities Agreement)

-- SCHEDULES --

Schedule 1

Details of Freehold and Leasehold Property

Freehold

Registered  
Proprietor

Title Number

Title Description

None

Leasehold

Leasehold properties with registered titles None

Leasehold properties with unregistered titles

Present Lessee	Date of lease	Parties	Expiry Date	Current Rent	Short Description	Permitted Use
Comfort Call Limited	10 October 2011	1 Northern General Properties Ltd 2 Comfort Call Limited	9 October 2016	£8,250 plus VAT	Part First Floor, Thornton House, Cargo Fleet Lane, Middlesbrough, TS3 8DE	Office and Storage (expressly excluding the matters listed in paragraph A 1 of the lease)
Comfort Call Limited	1 February 2012	1 Commercial Development Projects Limited 2 Comfort Call Limited	31 January 2015	£6,500	Unit B7 Taylors Court, Taylors Lane, Rotherham	Offices within Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987
Comfort Call Limited	19 October 2009	1 Marshall Developments Ltd 2 Comfort Call Limited	18 October 2012	£12,156 plus VAT	Offices No 5 and 6, Harewood House, 2 - 6 Rochdale Road, Middleton, Manchester, M24 6DP	n/a

# 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

Comfort Call Limited	March 2011	1 Peterlee Town Council 2 Comfort Call Limited	31 January 2015	£6,000	Rooms 1, 2 and 3 on the First Floor of the Building at Shotton Hall, Peterlee, County Durham, SR8 2PH	Offices
Comfort Call Limited	11 May 2011	1 Aurora Denton Limited 2 Comfort Call Limited	10 May 2014	£13,000 plus VAT	Ground Floor, First Floor and Second Floor, 51 Manchester Road, Denton, Tameside, M34 2AF	B1 (Offices) use of the Use Classes Order 1987
Comfort Call Limited	18 March 2009	1 South Shore Developments (Monkton) Limited 2 The Fetteres so Company Limited	17 March 2015	£10,350 plus VAT	Unit 7, Blue Sky Way, Monkton Business Park	Offices within class B1(a) and (c) of the Schedule to the Town & Country Planning (Use Classes) Order 1987
Comfort Call Limited	18 March 2009	1 South Shore Developments (Monkton) Limited 2 The Fetteres so Company Limited	17 March 2015	£12,650 plus VAT	Unit 8, Blue Sky Way, Monkton Business Park	Offices within class B1(a) and (c) of the Schedule to the Town & Country Planning (Use Classes) Order 1987

#### Schedule 2

#### Details of Subsidiary Shares

None at this time

#### Schedule 3

#### Assigned Agreements

The following insurance policies

(a)

Insurer AXA Insurance UK Plc

Type of policy Combined policy

Policy Number LCBDX6709060/ 4200509

Expiry Date 24/06/2013



# 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

(b)

Insurer ACE European Group Ltd

Type of policy Directors and Officers Insurance

Policy Number UKDAO016179112

Expiry Date 24/06/2013

**Schedule 4**

**Details of Collection Accounts**

The following bank accounts are maintained with Lloyds TSB Bank plc

<u>Account Name</u>	<u>Purpose</u>	<u>Type</u>	<u>Sort Code</u>	<u>Account Number</u>
Comfort Call Limited	Main Account	Current	30-92-52	00172118
Comfort Call Limited	Salford Meals Account	Current	30-84-43	24771868
Comfort Call Limited	Slightly Higher Interest (marginal)	Sweep Account	30-92-52	00247207

# 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



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

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

**COMPANY NO. 5763279  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED  
DATED 12 NOVEMBER 2012 AND CREATED BY COMFORT  
CALL LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY CHARGING COMPANY OR ANY  
OTHER OBLIGOR TO ANY SECURED PARTY 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 16 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER  
2012

*DX*



**Companies House**



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