

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 for a Scottish
company. To do this, please use
form MG01s

FRIDAY



A13 *A1E18NKA* 03/08/2012 #90
COMPANIES HOUSE

For official use

1 Company details

Company number 0 5 9 6 5 4 5 2

Company name in full European Lifestyles Education (Manchester) Limited
(the "Charging Company")

① **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 5 0 7 2 0 1 2

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 Debenture dated 25 July 2012 made between the Charging Company and others (1) in favour of
Lloyds TSB Bank plc (in its capacity as Security Agent for the Beneficiaries (as defined in the
Continuation Pages to Section 6 of this Form MG01)) (2) (the "Debenture")

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 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation
Pages to Section 6 of this Form MG01) includes references to such
Finance Documents 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

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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 (In its capacity as Security Agent for the Beneficiaries)

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

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 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.

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.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets as follows

Particulars of property mortgaged or charged

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

(a) the benefit of all of its PSPI 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,

(c) all its right, title and interest from time to time in respect of the Hedging Agreements, and

(d) all its rights, title and interest from time to time in respect of any Intra-Group Loan

PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

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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

CONTINUATION PAGE 1

- 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 Restricted Property) in England and Wales vested in it at the Debenture 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 Debenture in each case as described opposite its name in the list at Annex 1 of this Section 6 of this form MG01 entitled "Registered Land to be Mortgaged"
 - (b) by way of legal mortgage, all other Land (other than the Restricted Property) 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 (other than the Restricted Property) which is 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 (in each case, other than the Restricted Property),
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land (other than the Restricted Property) which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 (*Fixed Security*),
 - (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 (other than the Restricted Property),
 - (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 the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,

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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 style="text-align: right;">CONTINUATION PAGE 2</p> <ul style="list-style-type: none"> (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 the Debenture, (x) all its goodwill and uncalled capital for the time being, (xi) [intentionally left blank,] (xii) all Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, (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, (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 (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, (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 (c)(xi) to (xiv) inclusive of Clause 3 2, (xvii) all trade debts at the Debenture Date or in the future owing to it, (xviii) [intentionally left blank], (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, (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>), 	

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Short particulars

CONTINUATION PAGE 3

- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
- (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 the Debenture,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- (xxv) 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

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 as 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 in each case so that the Charging Company shall not, except to the extent permitted by the Facilities Agreement, create any Security over any such Assets (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 and except to the extent permitted by the Facilities Agreement, 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 Finance Document)

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CONTINUATION PAGE 4

Covenants and Restrictions contained in the Debenture

- 1 By Clause 6 1 (*Collection Account*), except where monies are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, 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 (*Collection of Receivables*). The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent
- 2 By Clause 6 3 (*No Derogation*), 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
- 3 By Clause 7 (*Negative Pledge and Other Restrictions*), the Charging Company agreed that it shall not, except to the extent permitted by the Facilities Agreement, without the prior written consent of the Security Agent
 - (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
- 4 By Clause 11 2 (*Negative Covenants*), the Charging Company agreed that it shall not, without the prior written consent of the Security Agent
 - (a) 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, provided that the restriction in Clause 11 2(a) shall not apply to items carried out in the ordinary course of business or in respect of the Budgeted Capex,
 - (b) enter into any onerous or restrictive obligation 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 affect adversely 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 any Land or agree to do so, except with respect to leases to other Chargors,
 - (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,

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Short particulars	<p style="text-align: right;">CONTINUATION PAGE 5</p> <p>(e) make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,</p> <p>(f) part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except to another Chargor or as expressly permitted by the terms of the Finance Documents, or</p> <p>(g) share the occupation of any Land with any other person or agree to do so</p> <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 Finance Documents)</p> <p>(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 other than licenses granted to European Care Global Limited in relation to Intellectual Property Rights in territories outside of the United Kingdom,</p> <p>(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,</p> <p>(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> <p>(d) amend the specification or drawings referred to in any granted patent</p>	

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Definitions

In this Form MG01 the following expressions have the following meaning

"Account Bank" means Lloyds TSB Bank plc or such other bank as agreed between the Company and the Majority Lenders

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

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Senior Finance Party, each Secured CLN Finance Party and each Hedge Counterparty

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

"Budgeted Capex" has the meaning given to that term in paragraph (c) of Clause 22.4 (*Budget*) of the Facilities Agreement

"Budgeted Capex Account" means an account

- (a) held in England by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Company and the Agent as a Budgeted Capex Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

as the same may be redesignated, substituted or replaced from time to time

"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

- (a) Esquire Consolidated Limited (Guernsey - 50259),
- (b) Esquire Consolidated Group Limited (Guernsey - 45707),
- (c) European Care & Lifestyles Group Limited (BVI - 1016177),
- (d) European Wellbeing (I) Limited (03894526),
- (e) European Care & Lifestyles (UK) Limited (03856015),
- (f) European Care (Dartmouth) Limited (05665889),
- (g) European Care (UK) Limited (03856062),
- (h) European Care (SW) Limited (04117347),

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Short particulars	<div data-bbox="815 439 1093 465">Definitions Continued</div> <div data-bbox="411 495 1270 2022"> <p>(i) European Care (South) Limited (05797091),</p> <p>(j) European Care (Combined) Limited (04033655),</p> <p>(k) European Care (Geffen) Limited (06788932),</p> <p>(l) European Care (Pirton) Limited (05070551),</p> <p>(m) European Care (GB) Limited (04301212),</p> <p>(n) European Care (Kler) Limited (05872121),</p> <p>(o) European Care (England) Limited (04530029),</p> <p>(p) GRWP Gofal Cymru Care Homes South Limited (05480286),</p> <p>(q) GRWP Gofal Cymru Lifestyles South Limited (06161800),</p> <p>(r) GRWP Gofal Cymru Care Homes North Limited (05930853),</p> <p>(s) European Lifestyles (FL) Limited (06536056),</p> <p>(t) GRWP Gofal Cymru Lifestyles North Limited (05394727),</p> <p>(u) New Horizon Centre Limited (03849567),</p> <p>(v) European Care (Derby) Limited (05872128),</p> <p>(w) European Lifestyles (C) Limited (06060770),</p> <p>(x) European Lifestyles (B) Limited (05940139),</p> <p>(y) European Lifestyles Group Limited (04870157),</p> <p>(z) European Lifestyles Education (Manchester) Limited (05965452),</p> <p>(aa) European Lifestyles Limited (04954960),</p> <p>(bb) European Lifestyles (NE) Limited (06330418),</p> <p>(cc) European Care (North) Limited (Scotland - SC262474),</p> <p>(dd) European Lifestyles (N) Limited (07625914),</p> <p>(ee) Esquire Realty Holdings Limited (Guernsey – 45422),</p> <p>(ff) Esquire Realty Group Limited (Guernsey – 43568),</p> <p>(gg) Esquire Realty Healthcare Limited (Guernsey – 42425),</p> <p>(hh) Esquire Realty Investments (I) Limited (BVI – 673656),</p> </div>	

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Definitions Continued

- (ii) Esquire Realty (Trelena) Limited (Guernsey – 44748),
- (jj) Esquire Realty (III) Limited (Guernsey – 43909),
- (kk) Esquire Realty (II) Limited (Guernsey – 42658),
- (ll) Esquire Realty (North) Limited (05604752),
- (mm) Esquire Realty Investments (II) Limited (BVI – 685382),
- (nn) Esquire Realty Investments (Mezzanine) Limited (BVI – 1047078),
- (oo) Esquire Realty (Derby) Limited (05872120),
- (pp) Guestplan Limited (02193310),
- (qq) Esquire Realty (Geffen) Limited (06786519),
- (rr) Codesurge Limited (02202038),
- (ss) Esquire Realty (B) Limited (Guernsey – 48690),
- (tt) Esquire Realty (NE) Limited (05833821),
- (uu) Tricare UK Limited (02354773),
- (vv) Esquire Realty (V) Limited (Guernsey – 44899),
- (ww) Esquire Realty Scotland (1) Limited (05805689),
- (xx) Esquire Realty (Finance) Limited (BVI – 1559975),
- (yy) Esquire Realty (Scotland) Limited (Scotland - SC284176),
- (zz) Combined Healthcare Limited (Scotland - SC200251),
- (aaa) Combined Healthcare Management Limited (Scotland - SC201424),
- (bbb) Esquire Realty (A) Limited (Guernsey – 44819)
- (ccc) Esquire Realty (Central) Limited (05064765),
- (ddd) Esquire Realty (UK) Limited (05500663)
- (eee) Cornerstone Acquisitions Limited (05500819),
- (fff) Esquire Realty (Midlands) Limited (05613071),
- (ggg) Pirton Grange Limited (02227206)
- (hhh) Esquire Realty (Cavendish) Limited (05930808),

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- (iii) Cynedve Limited (02477631),
- (jjj) Paceglobe Limited (05132584), and
- (kkk) Future Life Limited (03044974)

"Closing Date" has the meaning given to that term in the Facilities Agreement

"Collection Account" means the Charging Company's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

"Company" means Esquire Consolidated Group Limited a limited liability company incorporated under the laws of Guernsey with registered number 45707

"Debenture Date" means 25 July 2012

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*)

"Derivative Rights" includes

- (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

"Excluded Company" means each of European Lifestyles Group Limited (company number 04870157), European Lifestyles Limited (company number 04954960) and Esquire Realty Holdings Limited (Guernsey company number 45422)

"Excluded Company Subsidiaries" means each of European Wellcare Education Limited (company number 04949254), European Wellcare Homes Limited (company number 04092377), European Care (Allanbank) Limited (company number SC260213), European Wellcare Lifestyles Limited (company number 04949085), European Wellcare (I) Limited (company number 07858206) and Esquire Pearl Realty (Gillingham) Limited (company number 06432659)

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

"Facilities Agreement" means the facilities agreement dated on or about the date of the Debenture between Esquire Consolidated Limited (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors, AIB Group (UK) plc, The Governor and Company of the Bank of Ireland, Lloyds TSB Bank plc and Abbey National Treasury Services plc (as Arrangers) and Lloyds TSB Bank plc (as Original Lender, Agent, Security Agent and in certain other capacities)

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Short particulars	<p style="text-align: right;">CONTINUATION PAGE 10</p> <p style="text-align: center;">Definitions Continued</p> <p>"Finance Document" means each Senior Finance Document, each Secured CLN Finance Document and each Hedging Agreement</p> <p>"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (<i>Assignments</i>) or within a mortgage or fixed charge created by Clause 3 2 (<i>Fixed security</i>) or arising on crystallisation of a floating charge whether under Clause 4 (<i>Crystallisation</i>) or otherwise</p> <p>"Group" means the Parent and each of its Subsidiaries for the time being (and including the PSPI Target Group) For the avoidance of doubt, entities which do not constitute Subsidiaries (for example, as at the Debenture Date, Esquire Pearl Realty Limited), shall not constitute part of the Group</p> <p>"Hedging Agreement" means each of</p> <ul style="list-style-type: none"> (a) the 1992 ISDA Master Agreement and schedule thereto and the confirmation setting out the terms of an interest rate swap transaction, each dated on or around the Closing Date, and any credit support annexes or other credit support documents related thereto, between Lloyds TSB Bank plc and European Care & Lifestyles (UK) Limited, (b) the 1992 ISDA Master Agreement and schedule thereto and each confirmation setting out the terms of an interest rate swap transaction, each dated on or around the Closing Date and any credit support annexes or other credit support documents related thereto, between the Governor and Company of the Bank of Ireland and European Care & Lifestyles (UK) Limited, and (c) any other master agreement, confirmation, schedule or other agreement entered into by a member of the Group for the purpose of hedging the risk of fluctuation of interest rates in relation to the Facilities provided it has been approved in writing by all Lenders <p>"Hedge Counterparty" means</p> <ul style="list-style-type: none"> (a) any Original Hedge Counterparty to the extent that such Original Hedge Counterparty has entered into any Hedging Agreement, and (a) any person which becomes Party as a Hedge Counterparty pursuant to Clause 18 11 (<i>Creditor/Agent Accession Undertaking</i>) of the Intercreditor Agreement, <p>which, in each case, is or has become party to the Facilities Agreement as a Hedge Counterparty (each term as defined in the Intercreditor Agreement unless otherwise defined in this Form MG01)</p>	

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CONTINUATION PAGE 11

Definitions Continued

"Holding Account" means an account

- (a) held in England by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Company and the Agent as a Holding Account, and
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Security Agent,

as the same may be redesignated, substituted or replaced from time to time, and shall include the Budgeted Capex Account

"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 the Charging Company has an interest at any time

"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

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xii) to (xvii) inclusive of Clause 3.2 (*Fixed security*)

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facilities Agreement and made between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as agent, the Lenders (as Lenders), the Ancillary Lenders (as Lenders), the Secured CLN Finance Parties, the Hedge Counterparties and the Intra-Group Lenders (each as defined in the Intercreditor Agreement)

"Intra-Group Loan" means each loan to be made between one Chargor and another

"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)

"Majority Lenders" has the meaning given to it in the Facilities Agreement

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Definitions Continued

"Mandatory Prepayment Account" means an interest-bearing account

- (a) held in England by a Borrower with the Agent or Security Agent,
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time)

"Obligor" means the Parent, the Company, a Borrower, a Guarantor or a Chargor (other than EGIH and ECIH) (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01)

"Parent" means Esquire Consolidated Limited, a limited liability company incorporated under the laws of Guernsey with registered number 50259

"PSPI Acquisition Agreement" has the meaning given to that term in the Facilities Agreement

"PSPI Acquisition Document" means the PSPI Acquisition Agreement and any other document designated as a "PSPI Acquisition Document" by the Agent and the Parent

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

"PSPI Target Group" has the meaning given to that term in the Facilities Agreement

"Receivables" means all sums of money receivable by the Charging Company at any time consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*)

"Restricted Property" means the leasehold property listed at Annex 2 of this Section 6 of this form MG01 entitled "Restricted Property"

"Secured CLN Facility Agreement" means the facilities agreement dated on or about the Debenture Date between, amongst others Esquire Consolidated Limited (as the Parent), the companies listed as Borrowers, the companies listed as Guarantors and European Real Estate Debt Sarl and FOFM-RPC International Investments II LLC (as Lenders) and Sanne Trust Company Limited (as Agent)

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 13

Definitions Continued

"Secured CLN Finance Documents" means the Secured CLN Facility Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Intercreditor Agreement, the Junior Intercreditor Agreement any Resignation Letter, any Transaction Security Document, the Subordination Deed, the RP&C Subordination Agreement, any Utilisation Request, each Transfer Certificate, each Assignment Agreement and any other document designated as such by the Secured CLN Agent and the Company (and for this purpose terms referred to in this definition shall have the meanings given to them in the Secured CLN Facility Agreement)

"Secured CLN Finance Parties" means the "Finance Parties" as defined in the Secured CLN Facility Agreement

"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 each Obligor 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" means a mortgage, standard security, right in security, charge, pledge, lien, assignment, assignation, guarantee or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Agent" means Lloyds TSB Bank plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, each Transfer Certificate, each Assignment Agreement, and any other document designated as a "Finance Document" by the Agent and the Company (each term as defined in the Debenture unless otherwise defined in this Form MG01)

"Senior Finance Party" means the Agent, each Arranger, the Security Agent, a Lender or any Ancillary Lender (each term as defined in the Facilities Agreement unless otherwise defined in this Form MG01)

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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 style="text-align: right;">CONTINUATION PAGE 14</p> <p style="text-align: center;">Definitions Continued</p> <p>"Specified Investments" means, in relation to the Charging Company, all Investments which at any time</p> <ul style="list-style-type: none"> (a) represent a holding in a Subsidiary of the 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 the 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, <p>save in respect of any Excluded Company where, for the purposes of the Debenture, Specified Investments does not include any Investments held by any Excluded Company in any of the Excluded Company Subsidiaries</p> <p>"Subsidiary" has the meaning given to that term in the Facilities Agreement</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

CONTINUATION PAGE 15

ANNEX 1

Registered Land to be mortgaged

Freehold Titles

Proprietor	Property Address	Title No
Esquire Realty (North) Limited	100 Pembroke Avenue Enfield Middlesex EN1 4EY	MX500148
Esquire Realty (Central) Limited	Domiciliary LD Unit 108 Partridge Road Llwynypia RCT CF40 2LU	WA599101
Esquire Realty (North) Limited	DOMICILIARY CARE SUPPORTED LIVING SERVICE 145 Pembroke Avenue Enfield EN1 4EY	NGL471187
Esquire Realty (North) Limited	98 Pembroke Avenue Enfield Middlesex EN1 4EY	NGL217725
Esquire Realty (North) Limited	80 Portsmouth Road Southampton SO19 9AN	HP110715
Esquire Realty (Cavendish) Limited	Rhyl Road Rhuddlan LL18 2YD	WA603429
Esquire Realty (North) Limited	Bryn Tegid to Bryntirion Terrace Rhyl Road Denbigh LL16 3DP	CYM82316
Esquire Realty (North) Limited	Bryn Tirion Rhyl Road Denbigh (LL16 3DP)	WA481302
Esquire Realty (NE) Limited	Burley House 258 Burley Road Leeds Yorkshire LS4 2LA	WYK148139

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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

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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

CONTINUATION PAGE 16

Freehold Titles continued

Esquire Realty (North) Limited	1 Burgess Road Southampton SO16 7NY	HP313317
Esquire Realty (Cavendish) Limited	77 Dyserth Road Rhyl LL18 4DT	WA679524
Esquire Realty (Cavendish) Limited	Cartref y Borth Nursing Home Betws Road Llanrwst LL26 0HE	WA683380
Esquire Realty (Cavendish) Limited	Betws Road Llanrwst LL26 0HG	WA524087
Esquire Realty (Cavendish) Limited	Rectory Lane Harrietsham Maidstone Kent ME17 1HS	K767928
Esquire Realty (North) Limited	Coed Ceirios Park Street Denbigh LL16 3DE	WA640169
Esquire Realty (North) Limited	106 Lowther Road Charminster Bournemouth Dorset BH8 8NS	DT58307
Esquire Realty (Central) Limited	Soham Road Stuntney Cambridgeshire CB7 5TR	CB105753
Esquire Realty (North) Limited	101 Portsmouth Road Southampton SO19 9BE	HP623284

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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

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Freehold Titles continued

Esquire Realty (Central) Limited	65 Glad Road Gadlys Aberdare RCT CF44 8BW	WA955311
Esquire Realty (North) Limited	Haulfryn, Park Street Denbigh LL16 3DD	WA857029
Esquire Realty (Central) Limited	Manor Park Kings Bromley Staffordshire DE13 7JA	SF228524
Esquire Realty (Cavendish) Limited	78-80 Coolinge Road Folkestone Kent CT20 1EP	K512587 & K764172
Esquire Realty (North) Limited	82 Vale Street Denbigh LL16 3BW	CYM49740
Esquire Realty (Cavendish) Limited	Canterbury Road Molash Canterbury Kent CT4 8EX	K271819 & K308266
Esquire Realty (Geffen) Limited	Nunthorpe Oaks 114 Guisborough Road Nunthorpe Cleveland TS7 0JA	CE103750
Esquire Realty (NE) Limited	2 Oak Mount Manningham Bradford BD8 7BE	WYK489489
Esquire Realty (Midlands) Limited	Worcester Road Pirton Worcester WR8 9EF	HW152693 & WR100889

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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

CONTINUATION PAGE 18

Freehold Titles continued

Esquire Realty (Cavendish) Limited	Plastrion Park Towyn LL22 9YT	WA869363
Esquire Realty (Cavendish) Limited	20 Russell Road Rhyl LL18 3DD	WA621510
Esquire Realty (Cavendish) Limited	Rectory Lane Harrietsham Maidstone Kent ME17 1HS	K767928
Esquire Realty (Central) Limited	Tyntyla Avenue Ystrad RCT CF41 7SU	WA635186
Esquire Realty (NE) Limited	4 Victor Road Bradford BD9 4LQ	WYK406597
Esquire Realty (North) Limited	2 Staple Hall Road Bletchley MK1 1BQ	BM344668
Esquire Realty (Cavendish) Limited	83 Dyserth Road Rhyl LL18 4DT	WA410142

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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

CONTINUATION PAGE 19

Freehold Titles continued

Esquire Realty (Derby) Limited	Church Street Spondon DE21 7LL	DY184819
Esquire Realty (Scotland) Limited	26 Bristol Road Lower Weston-super-Mare North Somerset BS23 2PP	AV118527
Esquire Realty (Scotland) Limited	1 Kew Road Weston-super-Mare North Somerset BS23 2NP	ST145843
Esquire Realty (UK) Limited	201 Hale Lane Edgware HA8 9QH	NGL233725 & AGL71406
Esquire Realty (Derby) Limited	77 Nottingham Road DE21 7NG	DY280975, DY120343, DY299120 & DY415506
Esquire Realty (Derby) Limited	40 St Marks Road Derby DE21 6AH	DY284943
Esquire Realty (NE) Limited	131 - 133 Harehills Lane Leeds LS8 4HZ	WYK182439 & YWE62232
Esquire Realty (North) Limited	103 Portsmouth Road Southampton SO19 9BE	HP630425
Esquire Realty (North) Limited	Northcott Mouth Road Poughill Bude Cornwall EX23 9EL	CL170545
Esquire Realty (Central) Limited	Cemetery Rd RCT CF39 0BH	WA751196
Esquire Realty (Central) Limited	51 William Street Yastrad Pentre CF41 7QU	WA775325
Esquire Realty (North) Limited	264 Willow Road Enfield EN1 3AR	MX461378

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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		

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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

CONTINUATION PAGE 20

Leasehold Titles

Proprietor	Property Address	Title number
European Lifestyles (C) Limited	100 Pembroke Avenue Enfield Middlesex EN1 4EY	AGL168335
Grwp Gofal Cymru Care Homes South Limited	Domiciliary LD Unit 108 Partridge Road Llwynypia RCT CF40 2LU	CYM365852
European Lifestyles (C) Limited	DOMICILIARY CARE SUPPORTED LIVING SERVICE 145 Pembroke Avenue Enfield EN1 4EY	AGL168324
European Lifestyles (C) Limited	98 Pembroke Avenue Enfield Middlesex EN1 4EY	AGL168308
New Horizon Centre Limited	80 Portsmouth Road Southampton SO19 9AN	HP702090
Grwp Gofal Cymru Care Homes North Limited	Rhyl Road Rhuddlan LL18 2YD	CYM349734
Grwp Gofal Cymru Lifestyles North Limited	Bryn Tegid to Bryntirion Terrace Rhyl Road Denbigh LL16 3DP	CYM293229
Grwp Gofal Cymru Lifestyles North Limited	Bryn Tirion Rhyl Road Denbigh LL16 3DP	CYM293229
European Lifestyles (B) Limited	Burley House 258 Burley Road Leeds Yorkshire LS4 2LA	WYK839062

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars	
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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

CONTINUATION PAGE 21

Leasehold Titles continued

New Horizon Centre Limited	1 Burgess Road Southampton SO16 7NY	HP702094
Grwp Gofal Cymru Care Homes North Limited	77 Dyserth Road Rhyl LL18 4DT	CYM349737
Grwp Gofal Cymru Care Homes North Limited	Cartref y Borth Nursing Home Betws Road Llanrwst LL26 0HE	CYM349741
Grwp Gofal Cymru Care Homes North Limited	Betws Road Llanrwst LL26 0HG	CYM349738
European Lifestyles (FL) Limited	Rectory Lane Harrietsham Maidstone Kent ME17 1HS	K941188 K941189
Grwp Gofal Cymru Lifestyles North Limited	Coed Ceirios Park Street Denbigh LL16 3DE	CYM293229
European Care (Geffen) Limited	1 Dalby Court Coulby Newham Middlesborough Cleveland TS8 0XE	CE204044
New Horizon Centre Limited	106 Lowther Road Charminster Bournemouth Dorset BH8 8NS	DT361627
Grwp Gofal Cymru Care Homes South Limited	Soham Road Stuntney Cambridgeshire CB7 5TR	CB340352

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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

CONTINUATION PAGE 22

Leasehold Titles continued

New Horizon Centre Limited	101 Portsmouth Road Southampton SO19 9BE	HP702103
European Care & Lifestyles (UK) Limited	65 Glad Road Gadlys Aberdare RCT CF44 8BW	CYM365851
Grwp Gofal Cymru Lifestyles North Limited	Haulfryn, Park Street Denbigh LL16 3DD	CYM293229
Grwp Gofal Cymru Care Homes South Limited	Manor Park Kings Bromley Staffordshire DE13 7JA	SF546450
European Lifestyles (FL) Limited	78-80 Coolinge Road Folkestone Kent CT20 1EP	K941187
Grwp Gofal Cymru Lifestyles North Limited	82 Vale Street Denbigh LL16 3BW	CYM293229
European Lifestyles (FL) Limited	Canterbury Road Molash Canterbury Kent CT4 8EX	K941186
European Care (Geffen) Limited	Nunthorpe Oaks 114 Guisborough Road Nunthorpe Cleveland TS7 0JA	CE204043
European Lifestyles (B) Limited	2 Oak Mount Manningham Bradford BD8 7BE	WYK839064

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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

CONTINUATION PAGE 23

Leasehold Titles continued

European Care (Pirton) Limited	Worcester Road Pirton Worcester WR8 9EF	WR111838
European Care (Cymru) Limited	Plastirion Park Towyn LL22 9YT	CYM349743
Esquire Realty (Cavendish) Limited	20 Russell Road Rhyl LL18 3DD	CYM349736
European Lifestyles (FL) Limited	Rectory Lane Harnetsham Maidstone Kent ME17 1HS	K941189
Grwp Gofal Cymru Care Homes South Limited	Tyntyla Avenue Ystrad RCT CF41 7SU	CYM365848
European Lifestyles (B) Limited	4 Victor Road Bradford BD9 4LQ	WYK839061
European Care (GB) Limited	3 Sutton Road Mansfield Nottinghamshire NG18 5ET	NT413557
European Care (North) Limited	100-108 Watling Street Fenny Stratford Milton Keynes MK1 1BW	BM330174
Esquire Realty (Cavendish) Limited	83 Dyserth Road Rhyl LL18 4DT	CYM349733
European Care (Derby) Limited	Church Street Spondon DE21 7LL	DY413498

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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

CONTINUATION PAGE 24

Leasehold Titles continued

European Care (Combined) Limited	26 Bristol Road Lower Weston-super-Mare North Somerset BS23 2PP	ST265544
European Care (Combined) Limited	1 Kew Road Weston-super-Mare North Somerset BS23 2NP	ST265546
European Care (GB) Limited	201 Hale Lane Edgware HA8 9QH	AGL148793
European Care (Derby) Limited	77 Nottingham Road DE21 7NG	DY413496
European Care (Derby) Limited	40 St Marks Road Derby DE21 6AH	DY413497
European Lifestyles (B) Limited	131 – 133 Harehills Lane Leeds LS8 4HZ	WYK839058 & WYK839059
New Horizon Centre Limited	103 Portsmouth Road Southampton SO19 9BE	HP702104
European Care (South) Limited	Northcott Mouth Road Poughill Bude Cornwall EX23 9EL	CL245421
Grwp Gofal Cymru Care Homes South Limited	Cemetery Rd RCT CF39 0BH	CYM365854
Grwp Gofal Cymru Care Homes South Limited	51 William Street Yastrad Pentre CF41 7QU	CYM365850

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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

CONTINUATION PAGE 25

Leasehold Titles continued

European Lifestyles (C) Limited	264 Willow Road Enfield EN1 3AR	AGL168343
European Care (UK) Limited	27 Highfield Road Street Somerset BA16 0JG	WS14333 & WS40928
European Care (England) Limited	Seaside Lane Easington Colliery Peterlee Durham SR8 3XZ	DU310063
European Care (UK) Limited	Topping Fold Road Bury Lancashire BL9 7NQ	GM886779
European Care (England) Limited	Cedar Court Portland Avenue Seaham SR7 8BT	DU310065
European Care (England) Limited	Portland Avenue Seaham Durham SR7 8BT	DU310065
European Care (UK) Limited	Hugar Road High Spen Rowlands Gill NE39 2BQ	TY383192
European Care (SW) Limited	31 Village Street Derby Derbyshire DE23 8TA	DY413742
European Care (England) Limited	26 Grosvenor Road South Shields Tyne & Wear NE33 3QQ	TY433853
European Care (UK) Limited	409 Poulton Road Fleetwood Lancashire FY7 7JY	LA896864

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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

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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

CONTINUATION PAGE 26

Leasehold Titles continued

European Care (UK) Limited	Station Road Hawker Whitby North Yorkshire YO22 4LB	NYK255727
European Care (UK) Limited	Bedford Square Chapel Street Leigh	GM897514
European Care (UK) Limited	Main Lane High Peak Nursing Home Kenyon Warrington Cheshire WA3 4AZ	CH485993
European Care (England) Limited	Dacre Street Morpeth Northumberland NE61 1HW	ND141850
European Care (SW) Limited	Kelfield York North Yorkshire YO19 6RE	NYK292288 NYK292287
European Care (UK) Limited	Chorley Road Withnell Chorley Lancs PR6 8BG	LA902715
European Care (SW) Limited	Lakeside Mews (1 & 2)	NYK292291 NYK292293
European Lifestyles Education (Manchester) Limited	Manchester Progressive School 1524 Ashton Old Road Manchester M11 1HN	MAN186273
European Care (England) Limited	Kibblesworth Gatehead Tyne & Wear NE11 0YJ	TY433852
European Care (UK) Limited	Off Vivary Way Colne Lancashire BB8 9PR	LA904026

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		

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Particulars of a mortgage or charge

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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

CONTINUATION PAGE 27

Leasehold Titles continued

European Care (England) Limited	Pickering Nook Burnopfield Newcastle Upon Tyne NE16 6AY	DU281366
European Care (UK) Limited	Church Hill High Littleton Bristol BS39 6HF	ST201392
European Care (England) Limited	Brandon Lane Brandon Durham DH7 8SH	DU281365
European Care (SW) Limited	29 Village Street Derby Derbyshire DE23 8TA	DY413741
European Care (UK) Limited	Riga Square Hylton Red House Sunderland Tyne and Wear SR5 5DD	TY383203
European Care (England) Limited	Station Road Wylam Northumberland NE41 8JA	ND141848
European Care (SW) Limited	South Road Timsbury Bath BA2 0ER	ST29167
European Care (England) Limited	Main Street Merton Oxon OX25 2NF	ON239387
European Care (England) Limited	North View Terrace Chilton Moor Houghton le Spring Tyne & Wear DH4 5NW	TY433851

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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

CONTINUATION PAGE 28

Leasehold Titles continued

European Care (England) Limited	58 Thorndale Road Thorney Close Sunderland SR3 4JG	TY433849
European Care (SW) Limited	34 Eastover Road High Littleton Bath BS39 6HY	ST242611
European Care (UK) Limited	11 The Rise Whitby North Yorkshire	NYK315582

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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

CONTINUATION PAGE 29

Unregistered land subject to first registration upon execution of the Debenture

Proprietor	Property Address
European Care (SW) Limited	31 Filey Rd Scarborough North Yorkshire YO11 2TP

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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

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ANNEX 2

Restricted Property

Lease	Landlord	Tenant	Title Number	Property Description
1	Christopher Rowland Mansel Shewen and Roberta Virginia Clare Shewen	New Horizon Centre Limited	Not registered	Abbey Chapel Dunkerswell Honiton Devon EX14 4RP
2	KMP Partnership LLP	European Lifestyles (FL) Limited	K970675	Garden flat ground floor flat first floor flat and second floor flat 76 Cooling Road Folkestone Kent CT20 1EP
3	Robert Peter Billington and Janette Billington	New Horizon Centre Limited	Not registered	Gem Cottage and land adjoining Genofen Tavistock Devon PL19 9EP
4	Mark Roger Grainger and Johanna Harper	New Horizon Centre Ltd	Not registered	Greystokes 6 Shoreditch Road Taunton Somerset TA1 3BU
5	Loadace Limited	New Horizon Centre Limited	ST232489	Bath House Farm West Hatch Taunton Somerset
6	B S Hardacre Limited	New Horizon Limited	Not registered	4 Shoreditch Road Taunton Somerset TA1 3BU

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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

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7	The Secretary of State for Transport	New Horizon Centre Limited	Not registered	The Spinney West Camel Yeovil
8	Adam Christopher Lunn and Helen Ann Lunn	New Horizon Centre Limited	Not registered	Winsmore Stocklinh Ilmister Somerset TA19 9JE
9	Z2 Realty (London) Limited	European Lifestyles Group Limited, European Care & Lifestyles (UK) Limited, Vendors Plus Limited and European Wellcare Education Limited	NGL842867	28 Welbeck Street, London W1
10	Cosmopolitan Housing Association Limited	European Lifestyles Education (Manchester) Limited	MAN186273	1542 Ashton Old Road, Manchester M11 1HN
11	Development Securities (No 50) Limited	European Care (Dartmouth) Limited	Not yet registered as lease not yet completed	Collingwood Road, Dartmouth

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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 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 *Hogenloos International Ltd.* 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/PT/CM

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

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. 5965452
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JULY 2012
AND CREATED BY EUROPEAN LIFESTYLES EDUCATION
(MANCHESTER) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM EACH OBLIGOR 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 3 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES