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in black type, or
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*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

178331/52

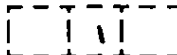
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



6640623

Name of company

* Kenplaid Limited ("Chargor D")

Date of creation of the charge

28 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite Guarantee and Debenture made between Chargor D (1), Chargor A (2), Chargor B (3), Chargor C (4) (together the "Chargors" and each a "Chargor") and the Bank (5) (the "Debenture")

Amount secured by the mortgage or charge

Please see attached schedule 1

Names and addresses of the mortgagees or persons entitled to the charge

Deutsche Postbank AG, London Branch
61 Queen Street, London
(the "Bank")

Postcode EC4R 1AF

Presentor's name address and
reference (if any):

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: RJD/PWG/NJK

Time critical reference

DEU16.U239/Deb Kenplaid

For official Use (06/2005)

Mortgage Section

Post room

SATURDAY



A4DTXD0U

A19

05/09/2009

369

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Nil

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)**

Signed

Taylor Wessing LLP Date 04.09.09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Definitions

"Agreement" means a loan agreement dated 27 August 2009 made between the Chargors and Deutsche Postbank AG, London Branch as the Bank;

"Charged Property" means, in relation to a Chargor, all the assets mortgaged, charged or assigned by the Chargor under the Debenture;

"Chargor A" means Jumpkirk Limited, a company incorporated in England and Wales with company number 6882436 and its registered office at Flat 1, Allanadale Court, Waterpark Road, Salford, M7 4JN;

"Chargor B" means Keyprism Limited, a company incorporated in England and Wales with registration number 6668395 and its registered office at Flat 1, Allanadale Court, Waterpark Road, Salford, M7 4JN;

"Chargor C" means Keybank Limited a company incorporated in England and Wales with registration number 6640623 whose registered office is at 59 Kings Road, Prestwich, Manchester M25 0LQ;

"Debts" means all book and other debts and rights to money and income (other than Rental Income) liquidated and unliquidated due or owing to the Chargor including the benefit of all negotiable instruments, securities, guarantees and indemnities for such debts and rights but excluding cash at bank;

"Dividends" means all dividends, interest and other money payable in respect of the Investments;

"Event of Default" means any event or circumstance specified as such in clause 23 (Events of Default) of the Agreement;

"Financial Indebtedness" means any indebtedness of any person for or in respect of:

- (a) borrowed money;
- (a) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (b) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (c) the amount of any liability in respect of lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
- (d) receivables sold or discounted (other than any receivables to the extent that they are sold on a non-recourse basis);
- (e) redeemable preference shares;
- (f) any amount raised under any transaction (including any forward sale or purchase agreement) having the commercial effect of borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price;

- (h) any counter indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) any guarantee and/or indemnity entered into by that person in relation to the indebtedness of another person which would fall within (a) to (i) above;

"GAAP" means generally accepted accounting principles in England and Wales;

"Hedging Agreement" means an interest rate swap, cap, collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price;

"Insolvency Act" means the Insolvency Act 1986;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

"Investment" means any:

- (a) stock, share, bond or any form of loan capital of or in any legal entity;
- (b) unit in any unit trust or similar scheme;
- (c) warrant or other right to acquire any such investment,

and any offer, right or benefit in respect of any such investment other than Dividends;

"Lease" includes any underlease, tenancy, letting, licence, any document supplemental or collateral to any of them and any agreement to enter into any of them and the expression tenant will be construed accordingly;

"Permitted Security" means the Security in favour of the Bank and any lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days;

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property;

"Property" means the freehold property known as Southern Cross Nursing Home located at Allington House, Marsh House Avenue, Billingham, Allington TS23 3ET registered at the Land Registry with registration number TES27183;

"Real Property" means:

- (a) any freehold, leasehold or immoveable property (including the Property); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property;

"Rent Account" means an interest bearing deposit account of the Chargors maintained by the Chargors with the Bank and numbered 00075663 and designated "Rent Account"

or any replacement account opened by the Chargors at the request of or with the consent of the Bank;

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of the Chargors in connection with the occupation of the Property including each of the following amounts:

- (a) rent including any increase of rent or interim rent agreed by the Chargors or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease;
- (b) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations;
- (c) any other money payable in respect of occupation and/or use of the Property including any fixture for display or advertisement;
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Chargors in respect of the Property net of any costs, fees and expenses incurred but not reimbursed to the Chargors in connection with such claim;
- (e) any money payable under any policy of insurance in respect of loss of rent;
- (f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement;
- (g) any interest payable on any amount referred to above;
- (h) any VAT;

"Sale Proceeds Account" means an interest bearing deposit account of the Chargors with the Bank and to be designated "Sale Proceeds Account" account number 00075762 or any replacement account opened by the Chargors at the request of or with the consent of the Bank;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Shareholder" means Mr Sir Weis of 29 Old Hall Road, Manchester M7 4JJ; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

Schedule 1

Amount secured by the mortgage or charge

All obligations of any Chargor owed or expressed to be owed to the Bank whether owed jointly or severally, as principal or surety or in any other capacity

(the "**Secured Liabilities**").

Schedule 2

Short particulars of all property mortgaged or charged

1. Fixed Security

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charged to the Bank by way of legal mortgage all Real Property owned by the Chargor at the date of the Debenture including the Property;
- (b) charged to the Bank by way of equitable mortgage any Real Property acquired by the Chargor after the date of the Debenture;
- (c) assigned to the Bank by way of fixed security its rights and interest in the Rental Income;
- (d) assigned to the Bank by way of fixed security its rights and interest in the Debts;
- (e) assigned to the Bank by way of fixed security its rights and interest in:
 - (i) any present or future right to occupy any Real Property under licence;
 - (ii) rights under any present or future contract for the purchase of any Real Property and damages payable in respect of any such contract;
- (f) assigned to the Bank by way of equitable mortgage its rights and interest in:
 - (i) any present or future Investment owned by it;
 - (ii) any Dividends in respect of any such Investments;
- (g) charged to the Bank by way of fixed charge its rights and interest in:
 - (i) its Plant and Equipment;
 - (ii) any present and future Hedging Agreement entered into by it;
 - (iii) its present and future goodwill and uncalled capital;
 - (iv) any money now or at any time after the date of the Debenture standing to the credit of the Rent Account;
 - (v) any money now or at any time after the date of the Debenture standing to the credit of the Sale Proceeds Account;
 - (vi) any present or future insurances in respect of any Charged Property and the proceeds of such insurances;
 - (vii) any present or future Intellectual Property; and
- (h) assigned to the Bank by way of fixed security its rights and interest in any agreements listed in schedule 3 to this Form 395 and any guarantee or security for the performance of any such agreements.

2. Floating Security

2.1 Floating charge

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Bank by way of floating charge with full title guarantee the whole of its assets to the extent that such assets are not effectively mortgaged, charged or assigned to the Bank by way of fixed security under clause 4 (Fixed Security) of the Debenture.

2.2 Conversion

Subject to clause 5.3 (Moratorium under Insolvency Act) of the Debenture, the Bank may at any time by written notice to the Chargor convert the floating charge created by clause 5.1 (Floating Charge) of the Debenture into a fixed charge as regards any assets specified in the notice if:

- (a) an Event of Default has occurred; or
- (b) in the opinion of the Bank such assets are at risk of becoming subject to any Security (other than a Permitted Security) or are otherwise at risk of ceasing to be within the ownership or control of the Chargor.

2.3 Moratorium under Insolvency Act

The Bank shall not be entitled to convert the floating charge created by clause 5.1 (Floating Charge) of the Debenture into a fixed charge as a result only of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under s. 1A of and schedule A1 to the Insolvency Act.

2.4 Qualifying floating charge

Paragraph 14(2)(a) of schedule B1 to the Insolvency Act applies to the floating charge created by clause 5.1 (Floating Charge) of the Debenture which is a "qualifying floating charge" for the purpose of paragraph 14(1) of schedule B1 to the Insolvency Act.

3. Negative Undertakings

3.1 Negative pledge

- (a) The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than a Permitted Security.
- (b) The Chargor shall not:
 - (i) sell, transfer or otherwise dispose of any of the Charged Property on terms under which it is or may be leased to or re-acquired by the Chargor or any of the other Chargors or the Shareholder;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in each case, in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

3.2 *Disposals*

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Charged Property.

Schedule 3

List of Agreements

Any Hedging Agreement entered into by the Chargors under or in connection with the Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6640623
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 28 AUGUST 2009 AND CREATED BY
KENPLAID LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO DEUTSCHE
POSTBANK AG, LONDON BRANCH ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 5 SEPTEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 SEPTEMBER
2009

D. Sel.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES