

4577/13

# 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 form to register particulars of a charge for a company. To do this, please use form MG01s

TUESDAY



\*A211R28Y\*

A15

29/01/2013

#101

COMPANIES HOUSE

1

### Company details

Company number 0 7 1 2 3 3 1 6

Company name in full GENTLE HEARTS CARE LIMITED

For official use

#### Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

2

### Date of creation of charge

Date of creation d2 d3 m0 m1 y2 y0 y1 y3

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

All Assets Debenture

4

### Amount secured

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

Amount secured

The Company agrees with Resource Partners SPV Limited ("Resource") (a) to pay the Secured Monies (as defined below) which are now or shall be due, owing and payable to Resource, in accordance with the terms of the transaction, security instrument or other obligation giving rise to the Company's indebtedness to Resource including those under the Financing Agreement, and

(b) to discharge all obligations and liabilities, whether actual accruing or contingent, now or in future due owing or incurred to Resource by the Company in whatever currency denominated and on whatever account and howsoever arising, whether alone or jointly and in whatever style name or form and whether as principal or surety

"Secured Monies" means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Resource in any manner and for any reason on any account. Secured Monies include all such monies due by the Company either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof

(see continuation sheet)

#### 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Resource Partners SPV Limited	
Address	69 Park Lane	
	Croydon, London	
Postcode	C R O 1 J D	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>3 1 As security for the payment of the Secured Monies, the Company with full title guarantee now gives the following mortgages and charges in favour of Resource namely</p> <p>(a) a legal mortgage on the Properties (if any) specified in the Schedule 2 of the Debenture,</p> <p>(b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2 of the Debenture) now owned by the Company or in which the Company has an interest,</p> <p>(c) a fixed charge on all of the following assets, whether now or in future belonging to the Company</p> <p>(i) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 3 1(a) and (b) including such as may hereafter be acquired,</p> <p>(ii) all Fixtures in, on or attached to the property subject to the legal mortgages under clauses 3 1(a) and (b) and all spare parts, replacements, modifications and additions for or to the same,</p> <p>(iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts replacements modifications and additions for or to the same,</p> <p>(iv) all Equipment (if any) listed in Schedule 4 of the Debenture and the benefit of all contracts and warranties relating to the same,</p> <p>(v) all Equipment, (other than Equipment specified in Schedule 4 of the Debenture) and the benefit of all contracts and warranties relating to the same,</p> <p>(vi) all goodwill, unpaid and/or uncalled capital of the Company</p> <p>(vii) all the Company's Intellectual Property;</p> <p>(viii) all the Company's Securities,</p> <p>(ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group,</p> <p>(x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,</p> <p>(d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in future</p> <p>(i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Resource</p> <p>(ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>(iii) any account in the name of the Company under the control of or operated in accordance with the directions of Resource,</p> <p>(e) a fixed charge on all the Company's Non-Vesting Debts, present and future</p> <p>(f) a fixed charge on the Company's Other Debts, present and future,</p> <p>(g) the Company, with full title guarantee, hereby charges to Resource by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3 1(a) to (f) (inclusive) above or otherwise pursuant to this deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Secured Monies also means any of the following items, whether now or in the future</p> <ul style="list-style-type: none"> <li>(a) all monies due or payable under the Financing Agreement (if any) or any loan agreement or similar between the Company and Resource or by virtue of any guarantee or indemnity given by the Company to Resource,</li> <li>(b) all advances which Resource has made or shall make to the Company,</li> <li>(c) any indebtedness now or hereafter to be incurred by Resource for or at the request of the Company, including all monies which Resource shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following <ul style="list-style-type: none"> <li>(i) Resource making direct advances, or</li> <li>(ii) Resource drawing, accepting, endorsing, paying or discounting any Remittance, or</li> <li>(iii) Resource entering into any bond, guarantee, indemnity or letter of credit, or</li> <li>(iv) Resource confirming orders, or</li> </ul> Resource otherwise accepting any other liability for or on behalf of the Company,</li> <li>(d) all monies which Resource can charge to the Company and all costs charges and expenses incurred by Resource following default in payment of any such monies or of breach by the Company of any of the provisions of this deed,</li> <li>(e) the charges of surveyors and/or solicitors instructed by Resource in connection with any part of the Charged Assets,</li> <li>(f) all costs and charges and expenses which Resource may from time to time incur in <ul style="list-style-type: none"> <li>(i) stamping, perfecting, registering or enforcing this security, or</li> <li>(ii) the negotiations for the preparation and execution of this deed, and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or</li> <li>(iii) obtaining payment or discharge of Secured Monies, or</li> <li>(iv) paying any rent, rates, taxes or outgoings for the Charged Assets, or</li> <li>(v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or</li> <li>(vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or</li> <li>(vii) giving a discharge or release of this security, or</li> <li>(viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that Resource shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Resource for the Secured Monies,</li> </ul> </li> <li>(g) all monies expended by any attorney appointed under clause 6.3 of the Debenture in exercising his powers,</li> <li>(h) interest on all monies due and owing to Resource at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto</li> </ul>	

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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 Nil

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

### 9 Signature

Please sign the form here

Signature

Signature

X

*Remons*

X

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

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## 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 David Gledhill

Company name Bermans LLP

Address Cardinal House

20 St Mary's Parsonage

Post town

County/Region Manchester

Postcode M 3 2 L Y

Country England

DX

Telephone 0161 827 4600



### 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)**



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

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

**COMPANY NO. 7123316  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 23 JANUARY 2013 AND CREATED BY GENTLE HEARTS  
CARE LTD FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO RESOURCE PARTNERS SPV  
LIMITED 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 29 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY  
2013



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES