

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
particulars of a charge for a
Scottish company. To do this
please use MG01s

TUESDAY



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A32

22/03/2011

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COMPANIES HOUSE

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 *

1 Company details

Company number 07181870

Company name in full Ark Home Healthcare Holdings Limited (the "Chargor")

2 Date of creation of charge

Date of creation 08/03/2011

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 15 March 2011 between the Chargor and Ashridge Capital LLP as security
trustee for itself and each of the Secured Finance Parties (the "Security Trustee") (the
"Debenture")

4 Amount secured

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

Amount secured Please see attached Continuation Page

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Ashridge Capital LLP as Security Trustee

Address Ashridge House, Golf Club Road,
Little Gaddesden, Hertfordshire

Postcode H P 4 1 L Y

Name

Address

Postcode

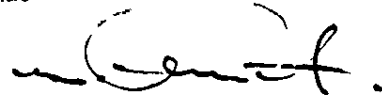
6**Short particulars of all the property mortgaged or charged**

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 Please see attached Continuation Page

MG01**Particulars of a mortgage or charge**

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

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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 Tom Griffiths

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode

E C 2 A 4 E S

County

OX 157620 Broadgate 3

Telephone 02074906417



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 NR 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

In accordance with
Section 860 of the
Companies Act
2006

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

Any liability expressed to be due, owing or payable by the Chargor under or in connection with each Secured Loan Note Instrument, the Debenture or the Intercreditor Deed (together the "**Secured Liabilities**")

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

1 CHARGES

1 1 Mortgages and Fixed Charges

As a continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee all its right, title and interest from time to time in each of the following assets -

- 1 1 1 by way of first legal mortgage all Land which is described in Schedule 1 of this form (Schedule 1 (*Details of Land*) of the Debenture) and all other Land now vested in the Chargor,
- 1 1 2 by way of first fixed charge all other Land now vested in the Chargor (to the extent not effectively charged by paragraph 1.1 1 (clause 3 1 1 of the Debenture) and all Land acquired by the Chargor after the date of the Debenture,
- 1 1 3 by way of equitable mortgage or (if or to the extent that the Debenture does not take effect as a mortgage) by way of first fixed charge the Shares,
- 1 1 4 by way of first fixed charge -
 - (a) the Securities,
 - (b) the Intellectual Property,
 - (c) the Monetary Claims,
 - (d) the Fixed Plant and Equipment;
 - (e) the Loose Plant and Equipment,
 - (f) the Accounts,
 - (g) the Related Rights under or in connection with the Shares, the Securities, the Accounts (other than the Assigned Accounts), the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment,
 - (h) to the extent not assigned or effectively assigned by paragraph 1 3 of this form (Clause 3 3 (*Assignments*) of the Debenture), the Specific Contracts, the Insurances, the assigned accounts and other agreements and all Related Rights in respect of such Charged Property, and
 - (i) its present and future goodwill and uncalled capital

1 2 Floating Charge

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Security Trustee by way of first floating charge the whole of the Chargor's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

1 3 Assignments

As continuing security for payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns absolutely in favour of the Security Trustee, but subject to the right of the Chargor to redeem such assignment upon the full payment or discharge of the Secured Liabilities, its right, title and interest from time to time in each of the following assets:-

1 3 1 the Specific Contracts,

1 3 2 the Insurances, and

1 3 3 all rights under any agreement to which it is a party and which is not mortgaged or charged under paragraph 1.1 of this form (Clause 3 1 (*Mortgages and Fixed Charges*) of the Debenture),

together with all Related Rights in respect of such Charged Property, provided that the Chargor is entitled until the occurrence of an a Repayment Event to exercise all rights assigned under this paragraph 1.3 of this form (Clause 3 3 (*Assignments*) of the Debenture) (subject to the terms of each Secured Loan Note Instrument) and the Security Trustee will reassign any such rights to the extent necessary to enable the Chargor to do so

2. RESTRICTIONS AND FURTHER ASSURANCE

2 1 Security

The Chargor undertakes that it shall not create or permit to subsist any Security over any Charged Property other than security over all assets under a debenture in substantially the same form as the Debenture in favour of Ashridge Capital LLP as security trustee, subject to the terms of the Intercreditor Deed, and to be entered into on or around the date of the Debenture

2 2 Disposal

The Chargor undertakes that it shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Property

"Account" means any account opened or maintained by the Chargor at any

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	bank or financial institution
"Charged Property"	means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture but is at the date of the Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building
"Fixtures"	means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures
"Group"	means the Chargor and its Subsidiaries from time to time
"Insurances"	means, together with those insurance policies details of which are set out in Schedule 3 of this form (Schedule 3 (<i>Details of Material Insurances</i>) of the Debenture) any policy of insurance or assurance, including, without limitation, each Key-man Policy
"Intellectual Property"	<p>means, together with, but not limited to, the intellectual property details of which are set out in Schedule 4 of this form (Schedule 4 (<i>Details of Intellectual Property</i>) of the Debenture), any of the following:-</p> <ul style="list-style-type: none"> (a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above, (b) any invention, copyright, design right or performance right, (c) any trade secrets, know-how and confidential information, and (d) the benefit of any agreement or licence for the use of any such right
"Intercreditor Deed"	means the intercreditor deed dated on or about the date of the Debenture and made between amongst others, the Company, the Security Trustee and Core Capital LLP
"Key-man Policy"	means a key man life assurance policy (in form and substance

MG01 – continuation page

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6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

	satisfactory to the Security Trustee and with such insurer as the Security Trustee may reasonably approve) taken out and maintained by the Chargor in respect of the death, disability and critical illness of key individuals as specified by the Security Trustee to the Chargor
"Land"	means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland
"Loose Plant and Equipment"	means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles now or at any time owned by the Chargor as a capital asset which is not Fixed Plant and Equipment
"Monetary Claims"	means all book and other debts and monetary claims now or in the future owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt
"Related Rights"	means in relation to any Charged Property - <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that Charged Property, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and (d) any moneys and proceeds paid or payable in respect of that Charged Property
"Repayment Event"	means any of the events specified in Clause 5 of the Loan Note Instruments
"Secured Finance Documents"	means the Secured Loan Note Instruments, the Debenture and the Intercreditor Deed
"Secured Loan Note Instrument"	means each of the secured A loan stock instrument issued on 7 June 2010 by Ark Home Healthcare

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

Holdings Limited, the secured B loan stock instrument issued on 7 June 2010 by Ark Home Healthcare Holdings Limited and the secured C loan stock instrument issued on 7 June 2010 by Ark Home Healthcare Holdings Limited (together the "**Secured Loan Note Instruments**")

"Secured Noteholder"

means a holder of secured loan notes from time to time constituted by each Secured Loan Note Instrument which is a party to the limited partnership agreement in relation to Ashridge Capital (Ark) LP or Ashridge Capital Fund I Limited Partnership entered into on 7 June 2010 (all such holders being together the "**Secured Finance Parties**")

"Securities"

means all the right, title and interest of the Chargor now or in the future, in any,-

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person; and
- (c) units or other interests in any unit trust or collective investment scheme,

other than the Shares

"Security"

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

"Shares"

means all of the shares in the capital of each of the companies specified in Schedule 2 of this form (Schedule 2 (*Details of Shares*) of the Debenture) and any Shares in the capital of any other member of the Group owned by the Chargor or held by any nominee on behalf of the Chargor at any time, held by, to the order of or on behalf of, the Chargor at any time

"Specific Contracts"

means the contracts details of which are set out in Schedule 5 of this form (Schedule 5 (*Details of Specific Contracts*) of the Debenture)

"Subsidiary"

means -

MG01 – continuation page

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6

Short particulars of all the property mortgaged or charged

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Short
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(a) a subsidiary with the meaning of section 1159 of the Companies Act 2006, and

(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

SCHEDULE 1

DETAILS OF LAND

REGISTERED LAND

[None at the date of the Debenture]

SCHEDULE 2

DETAILS OF SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Ark Home Healthcare Limited	1 ordinary share of £1 00	Ark Home Healthcare Holdings Limited
Core Mezz I Limited	2,000,001 ordinary shares of £0 01	Ark Home Healthcare Holdings Limited
BRG Trading Limited	20,000 A ordinary shares of £1 00 2,000,001 ordinary shares of £0 01	Ark Home Healthcare Holdings Limited

In accordance
with
Section 860 of
the
Companies
Act 2006

MG01 – continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short
particulars

SCHEDULE 3

DETAILS OF MATERIAL INSURANCES

[None at the date of the Debenture]

SCHEDULE 4

DETAILS OF INTELLECTUAL PROPERTY

[None at the date of the Debenture]

SCHEDULE 5

DETAILS OF SPECIFIC CONTRACTS

[None at the date of the Debenture]



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7181870
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 MARCH
2011 AND CREATED BY ARK HOME HEALTHCARE HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO ASHRIDGE CAPITAL LLP AS
SECURITY 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 22 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MARCH 2011



Companies House
— for the record —

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