

# M

CHFP041

COMPANIES FORM No. 395

51375110

# 395

## Particulars of a mortgage or charge

**A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.**

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

\* Insert full name of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

Name of company

\* KINGDOM HEALTHCARE LIMITED

05637438

Date of creation of the charge

1 March 2006

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

Mortgage Debenture

Amount secured by the mortgage or charge

All indebtedness and/or liabilities of the Company present and future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety to AIB Group (UK) PLC ("the Bank")

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

AIB Group (UK) PLC of Queen's Square, Belfast (whose address for correspondence is 36/38 Station Road, Solihull West Midlands B91 3SB)

Postcode BT1 3DJ

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

Needham & James  
1 Waterloo Street  
Birmingham  
B2 5PG  
DX 13032 Birmingham  
REF:DSL ALL60.73

Time critical reference  
DSL

For official use (02/00)  
Mortgage Section

Post room



A09  
COMPANIES HOUSE

83  
03/03/2006

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

1. A legal mortgage of all estates and interests in the freehold property known as Longridge Nursing Home, Levedale Road, Penkridge, ST18 9AL registered at HM Land Registry under title number SF445830 (referred to in the Schedule to the Mortgage Debenture) and all buildings, fixtures (including trade fixtures) and fixed plant and machinery and/or leasehold property (together "The Legally Mortgaged Property") and/or the proceeds of sale of the Legally Mortgaged Property;

2. A fixed equitable charge over the Company's estate or interest in all freehold and leasehold property now or at any time belonging to or charged to the Company (other than The Legally Mortgaged Property) and the benefit of all other agreements or licences relating to land to which from time to time the Company is a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and any fixed plant and machinery owned by the Company thereon from time to time and the proceeds of sale of all or any of the foregoing ("the Equitably Charged Property").

Cont/.....

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

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

**Particulars as to commission allowance or discount (note 3)**

NIL

Signed NEEDHAM & JAMES *N + J* Date 2 March 2006

On behalf of ~~company~~ [mortgagee/chargee]

**Notes**

† Delete as appropriate

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Please do not  
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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Forms Nos 395 and 410 (Scot)

Company number

05637438

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

KINGDOM HEALTHCARE LIMITED

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering.**

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

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

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Short particulars of all the property mortgaged or charged (continued)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering.

3.(a) A fixed charge over all book debts and other debts now or at any time due or owing to the Company and (subject to the following proviso) all monies which the Company receives in respect thereof but so that, in the absence of specific written instructions from the bank to the contrary, the company shall pay into the company's current account with the Bank or, if directed by the Bank, into a special or specific designated account with the Bank either in the name of the Company or the Bank or in the joint names of the Company and the Bank or into such other account as the Bank may direct all monies which it may receive in respect thereof and shall not without the prior consent in writing of the Bank sell, factor, discount or otherwise charge or assign the same in favour of any other person or purport to do so and the Company shall if called upon to do so by the Bank from time to time execute legal assignments of such book and other debts to the Bank **PROVIDED THAT** prior to the Mortgage Debenture becoming enforceable, and in the absence of any directions to the contrary from the Bank, any monies in respect of the said book and other debts received by the Company and paid into the Company's current account with the Bank shall be released from the fixed charge and shall become subject to the floating charge referred to below.

(b) A fixed charge over all credit balances of the Company with the Bank or with other bankers or other third parties but so that the Company shall inform the Bank of the existence of any such credit balances and shall if so directed by the Bank transfer such credit balances into an account with the Bank and the Company shall not without the prior written consent of the Bank sell or otherwise charge or assign the same in favour of any other person or purport to do so.

4. A fixed charge over all stocks, shares and/or other securities now or at any time owned by the Company (including, without prejudice to the generality of the foregoing, loan capital indebtedness or liabilities on any account or in any manner owing to the Company) in (or from) any body corporate together with all rights in respect of or incidental to such stock, shares and other securities ("the Securities").

5. A fixed charge over the goodwill, licences, patents, patent applications, trade names, trademarks, copyrights, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time belonging to the Company ("the Goodwill and Intellectual Property").

6. A fixed charge over the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed under the terms of the Mortgage Debenture or a liquidator).

7. A fixed charge over all plant, machinery, vehicles, computers and office and other equipment now or at any time belonging to the Company (other than insofar as it is part of the Company's stock in trade) ("the Equipment").

8. A floating charge over the undertaking and all other property, assets and rights present and future of the Company (including those expressed as charged by way of fixed charge if and to the extent that such charge may fail) but so that the Company shall not without the prior consent in writing of the Bank create any mortgage or charge ranking in priority to or pari passu with this floating charge or sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking.

continued.....

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 2  
to Forms Nos 395 and 410 (Scot)

Company number

05637438

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

KINGDOM HEALTHCARE LIMITED

Limited\*

\*Delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering.**



Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)  
in this margin

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

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Short particulars of all the property mortgaged or charged (continued)

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Please complete  
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bold block  
lettering.

**NB:** The Mortgage Debenture contains, inter alia, the following additional restrictions prohibiting the Company without the prior consent in writing of the Bank from:

- (a) creating any mortgage or other security interest over the Equitably Charged Property, the Goodwill and Intellectual Property, the Securities, the Equipment or the Legally Mortgaged Property or any part of or interest in the same;
- (b) exercising the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors with reference to the Equitably Charged Property and the Legally Mortgaged Property; and
- (c) parting with possession of the Equitably Charged Property or the Legally Mortgaged Property or any part thereof or conferring upon any person, firm, company or body whatsoever any licence or right to occupy it or any part thereof.

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

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

COMPANY No. 05637438

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 1st MARCH 2006 AND CREATED BY KINGDOM HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th MARCH 2006.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

Dxjl