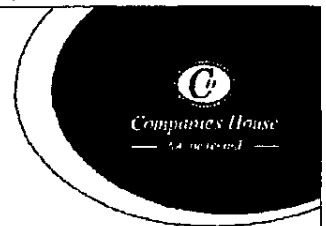


561904/13-

**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 on a  
Scottish company. If you are a  
Scottish company, please use MG01s

THURSDAY



A09 \*A185HPZT\* 16/12/2010 49  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use 2
Company number	0 5 0 7 5 9 8 5	→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Bradford & Airedale Care Partnerships Limited (the "Chargor")	

<b>2</b>	<b>Date of creation of charge</b>
Date of creation	0 9 1 2 2 0 1 0

<b>3</b>	<b>Description</b>
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'
Description	Account Charge dated 9 December 2010 between (1) the Chargor and (2) The Royal Bank of Scotland plc as agent and trustee for itself and each of the Bradford Finance Parties (the "Security Trustee") (the "Charge")

<b>4</b>	<b>Amount secured</b>
	Please give us details of the amount secured by the mortgage or charge
Amount secured	Please see Continuation Sheet
	<b>Continuation page</b> Please use a continuation page if you need to enter more details

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	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	THE ROYAL BANK OF SCOTLAND PLC AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE BRADFORD FINANCE PARTIES	
Address	36 St Andrew Square	
	Edinburgh	
Postcode	E H 2 2 Y B	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	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	Please see Continuation Sheet	

## MG01

### 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 866).

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).

9

#### Signature

Please sign the form here

Signature

Signature

X *Pinset Mason LLP* 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 SL06/71376 08181

Company name Pinsent Masons LLP

Address 1 Park Row

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 5 A B

County

DX

Telephone 0113 244 5000



### 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](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)

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

The Chargor has covenanted under clause 2.1 of the Charge that it will on demand pay and discharge any and all liabilities expressed to be due, owing or payable by any Bradford Obligor or the Chargor to any Bradford Finance Party under or in connection with any of the Bradford Finance Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) (together the "**Secured Liabilities**") when due provided that the liability of the Chargor shall be limited to the amount of the Deposit

The Chargor has also covenanted to pay interest on any sum demanded in accordance with clause 2.1 of the Charge until payment (both before and after judgment) at the Default Rate

# 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 As a continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee has charged to the Security Trustee by way of fixed charge, the Account, all its right, title and interest existing at the date of the Charge and thereafter in and to the Account and the Deposit

2 The Chargor has covenanted with the Security Trustee that it will not create or permit to subsist any Security over the Account or any of the Deposit

3 The Chargor has covenanted with the Security Trustee that it will 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 the Account or any of the Deposit other than scheduled payments required to be made by it from the Account pursuant to the Intra-Group Loan Agreement

#### Definitions:-

**"Account"** means the account of the Chargor with the Security Trustee (sort code 16-14-17 a/c no 10303951) (as that account may from time to time be re-designated or re-numbered) and includes

(a) any suspense account referred to in Clause 17 5 (*Appropriations*) of the Charge, and

(b) any new account opened pursuant to Clause 17 6 (*New accounts*) of the Charge

**"Bradford Finance Documents"** means the Finance Documents (Bradford 1), the Finance Documents (Bradford 2) and the Finance Documents (Bradford 3)

**"Bradford Finance Parties"** means each Finance Party (Bradford 1), Finance Party (Bradford 2) and Finance Party (Bradford 3)

**"Bradford Obligor"** means each of -

(a) Bradford & Airedale Care Partnerships – Fundco 1 Limited (reg no 5075990) whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

(b) Bradford & Airedale Care Partnerships – Holdco 1 Limited (reg no 05124787) whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

(c) Bradford & Airedale Care Partnerships – Fundco 2 Limited (reg no 5601632) whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

(d) Bradford & Airedale Care Partnerships – Holdco 2 Limited (reg no 05601359) whose registered office is at Charlestown House, Acorn Park

# 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

Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

(e) Bradford & Airedale Care Partnerships – Fundco 3 Limited (reg no 6226719) whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

(f) Bradford & Airedale Care Partnerships – Holdco 3 Limited (reg no 06226943) whose registered office is at Charlestown House, Acorn Park Industrial Estate, Charlestown, Shipley, West Yorkshire, BD17 7SW

**"Default Rate"** means the rate of interest specified in and calculated in accordance with, clause 9 3 of the Facilities Agreement (Bradford 3)

**"Deposit"** means all or any of the amounts at the date of the Charge and thereafter deposited by or on behalf of the Chargor to the credit of the Account, and all other amounts which at any time may be standing to the credit of the Account, together with any interest accrued or accruing from time to time on any of those amounts and all rights of the Chargor in respect of those amounts or the Account

**"Facilities Agreement (Bradford 1)"** means the term facilities agreement dated 19 October 2004 between Bradford & Airedale Care Partnerships – Fundco 1 Limited, Bradford & Airedale Care Partnerships – Holdco 1 Limited and The Royal Bank of Scotland plc, as agent, hedging bank, security trustee and initial lender

**"Facilities Agreement (Bradford 2)"** means the term facilities agreement dated 27 July 2006 between Bradford & Airedale Care Partnerships – Fundco 2 Limited, Bradford & Airedale Care Partnerships – Holdco 2 Limited and The Royal Bank of Scotland plc, as agent, hedging bank, security trustee and initial lender

**"Facilities Agreement (Bradford 3)"** means the term facilities agreement dated 17 June 2008 between Bradford & Airedale Care Partnerships – Fundco 3 Limited, Bradford & Airedale Care Partnerships – Holdco 3 Limited and The Royal Bank of Scotland plc, as agent, hedging bank, security trustee and initial lender

**"Finance Documents (Bradford 1)"** has the meaning given to the definition "Finance Documents" in the Facilities Agreement (Bradford 1)

**"Finance Documents (Bradford 2)"** has the meaning given to the definition "Finance Documents" in the Facilities Agreement (Bradford 2)

**"Finance Documents (Bradford 3)"** has the meaning given to the definition "Finance Documents" in the Facilities Agreement (Bradford 3)

**"Finance Party (Bradford 1)"** has the meaning given to the definition "Finance Party" in the Facilities Agreement (Bradford 1)

**"Finance Party (Bradford 2)"** has the meaning given to the definition "Finance Party" in the Facilities Agreement (Bradford 2)

**"Finance Party (Bradford 3)"** has the meaning given to the definition "Finance Party" in the Facilities Agreement (Bradford 3)

## 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

**"Intra-Group Loan Agreement"** means the intra-group loan agreement 9 December 2010 between the Chargor, Bradford & Airedale Care Partnerships – Fundco 1 Limited, Bradford & Airedale Care Partnerships – Fundco 2 Limited and Bradford & Airedale Care Partnerships – Fundco 3 Limited

**"Security"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation or other security interest or any other agreement or arrangement (excluding retention of title clauses) having the effect of conferring security





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

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

**COMPANY NO. 5075985  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 9  
DECEMBER 2010 AND CREATED BY BRADFORD & AIREDALE  
CARE PARTNERSHIPS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY BRADFORD OBLIGOR OR  
THE COMPANY TO ANY BRADFORD FINANCE PARTY 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 16 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 DECEMBER  
2010



*Companies House*  
— for the record —

P



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES