

# M

COMPANIES FORM No. 395

025040/10

## Particulars of a mortgage or charge

# 395

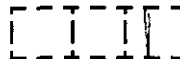
A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5075985

Name of company

\* Bradford & Airedale CARE Partnerships Limited (the "Assignor")

Date of creation of the charge

19 October 2004

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

Assignment of contractual rights (the "Assignment")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities due at any time, owing or incurred to The Royal Bank of Scotland plc (the "Bank") by the Assignor under or pursuant to the Facility Letter (as defined in Continuation Sheet 1) when they become due for payment or discharge (the "Secured Obligations")

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

The Royal Bank of Scotland plc, PO Box 126, 5th Floor,  
8 Park Row, Leeds

Postcode LS1 5AH

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

Pinsents  
The Chancery  
58 Spring Gardens  
Manchester  
M2 1EW

CH/71376.07135/JXC

Time critical reference  
2533323

For official Use  
Mortgage Section

Post room



A12  
COMPANIES HOUSE

\*AJU2RZ04\*

0849  
26/10/04

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Short particulars of all the property mortgaged or charged

See Continuation Sheet 1

Please do not  
write in  
this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*P. Husein*

Date

*25 October 2004*

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

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† 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 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 CF14 3UZ

Form 395

**Bradford & Airedale CARE Partnerships Limited (the "Assignor")**

**Continuation Sheet 1**

**1. Assignment**

In consideration of the Bank making available to the Assignor the loan facility under the Facility Letter, the Assignor, with full title guarantee, thereby assigned the Assigned Assets (as defined below) to the Bank absolutely (but subject to redemption upon payment and discharge in full of the Secured Obligations).

**2. Negative Pledge**

The Assignor will not, without the prior written consent of the Bank:

- 2.1 create or permit to subsist any Security Right (as defined below) (other than in favour of the Bank) over the Assigned Assets;
- 2.2 sell, transfer, assign or otherwise dispose of any of the Assigned Assets.

**Definitions**

**"Assigned Assets"** means all the Assignor's present and future right, title and interest (whether contractual, proprietary or of any other kind) under or in connection with (a) clause 10.3 and paragraphs 1.1, 1.5 and 1.6 (in respect of paragraphs 1.5 and 1.6 solely to the extent that they relate to paragraph 1.1) of schedule 13 part 2 of the Strategic Partnering Agreement and (b) the NPSC Payments;

**"Facility Letter"** means the facility letter dated 19 October 2004 under which the Bank has agreed to make available to the Assignor a loan facility, as that agreement may from time to time be amended, novated or replaced in any manner whatsoever (including by any increase in the amount of the facility, the extension of its term or any change in the identity of the Bank);

**"New Project"** has the meaning given to it in the Strategic Partnering Agreement;

**"Non-Project Specific Costs"** has the meaning given to it in the Strategic Partnering Agreement;

**"NPSC Payment"** means the percentage of Non-Project Specific Costs together with the costs of interim funding associated therewith charged to each New Project in accordance with clause 10.3 of the Strategic Partnering Agreement;

**"PCT Participants"** means (1) Bradford City Teaching Primary Care Trust of Joseph Brennan House, Bradford BD1 2SY, (2) Airedale Primary Care Trust of 21a Mornington Street, Keighley BD21 2EA and (3) Bradford South & West Primary Care Trust of Bryan Sutherland House, off Dunnock Avenue, Clayton Heights, Bradford BD6 3XH;

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

**"Strategic Partnering Agreement"** means the strategic partnering agreement dated on or about the date of the Assignment between the Assignor (1), the PCT Participants (2), Bradford District Care Trust (3) and City of Bradford Metropolitan District Council (4) relating to the primary health and social care estate in the Bradford area as the same may from time to time be amended, novated or replaced in any manner whatsoever.

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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. 05075985

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTUAL RIGHTS DATED THE 19th OCTOBER 2004 AND CREATED BY BRADFORD & AIREDALE CARE PARTNERSHIPS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 26th OCTOBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th OCTOBER 2004.

p. a



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES