

MG01

Particulars of a mortgage or charge



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LASERFORM

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
company. To do this, please use
form MG01s

TUESDAY



A28 08/01/2013 #95
COMPANIES HOUSE

1

Company details

Company number 5 2 7 4 9 2 4
Company name in full Total Care Alliance Limited (Company)

27 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 / d3 d1 m1 m2 y2 y0 y1 y2

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 A legal charge made between the Company and the Bank (as defined in section 5 below) (**Legal Charge**)

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Amount secured

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

Amount secured All present and future obligations and liabilities (including without
limitation all sums of principal, interest and expenses) whether actual
or contingent whether owed solely or jointly and whether as principal
debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the
equivalent in any other relevant jurisdiction) of the Company to the
Bank, and in whatever manner and on any account (**Secured Liabilities**)

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

Continuation page

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

Name Clydesdale Bank PLC (t/a Clydesdale Bank and Yorkshire Bank

Address (Bank)

30 St Vincent Place, Glasgow

Postcode G 1 2 H L

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

The Charge

1 1 The Company as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee charged to the Bank

1 1 1 by way of legal mortgage the Property (with the intent that the security constituted shall extend to and include the Company's full title interest in the Property or in the proceeds of sale), together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property The Company is solely and beneficially interested in the Property,

1 1 2 by way of assignment all rental and other money payable under any lease, licence or other interest created in respect of the Property,

1 1 3 by way of fixed charge all plant, machinery and other items legally and beneficially owned by the Company, whether now or in the future,

1 1 4 by way of fixed charge all rights and interest in and claims under all insurance contracts or policies on or after the date of the Legal Charge held and affecting the Property (including all money payable under them),

1 1 5 by way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property,

Cont/d

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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

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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).

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Signature

Please sign the form here

Signature

Signature

X *Adrian Coddari CP* 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 EDWAN-26074-14018

Company name Addleshaw Goddard LLP

Address 100 Barbirolli Square

Post town Manchester

County/Region

Postcode M 2 3 A B

Country

DX 14301 Manchester

Telephone 0161 934 6000



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 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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 1 6 by way of fixed charge the entitlement of the Company (by virtue of an estate or interest in the Property) to any share or shares in any company connected with the Property when issued and all rights, benefits and advantages at any time arising in respect of the shares and the Company shall (if the Bank so requires) transfer such shares to the Bank or as the Bank shall direct and shall deposit certificates relating to the shares with the Bank, and</p> <p>1 1 7 by way of floating charge all moveable plant, machinery, furniture, furnishings, tools, equipment and other goods now or at any time after the date of the Legal Charge placed on or in, or used in connection with the Property or the business or undertaking conducted at the Property</p> <p>2 Negative Pledge</p> <p>The Company covenanted with the Bank that the Company will not without the prior consent in writing of the Bank, create or allow to subsist any Encumbrance (other than a Permitted Encumbrance)</p> <p>In this form the following terms shall have the following meanings</p> <p>Encumbrance means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, lien, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security</p> <p>Permitted Encumbrance means</p> <ul style="list-style-type: none"> (a) a fixed security in favour of the Bank, (b) any Encumbrance arising by operation of law, and (c) an Encumbrance consented to in writing by the Bank, <p>Property means each of the properties more particularly described in the Schedule annexed to the Legal Charge (reproduced as the schedule attached to this form MG01) and any part of it</p> <p>Cont/d</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars			

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SCHEDULE

	Property	Title Number	Tenure
1	42 East Road, Longsight, Manchester, M12 5QZ	LA379979	Long Leasehold
2	1 Gordon Avenue, Levenshulme, Manchester, M19 3WG	GM136868	Freehold
3	68 Linden Road, Denton, M34 6EF	GM837646	Freehold
4	98 and 100 Birch Lane, Longsight, Manchester, M13 0WN and Flat 2, 98 Birch Lane	GM829569	Freehold
		LA95637	Long Leasehold
		GM26857	Long Leasehold
5	7 Alexandra Road, Oldham, OL8 2BG	LA261925	Long Leasehold
6	3 Third Avenue, Nottingham, NG7 6JH	NT78630	Freehold
7	422 Smeeth Road, Marshland St James, PE14 8EP	NK268426	Freehold
8	99A Chapnell Road, Walsoken, PE13 3TU	NK155817	Freehold
9	49 Hoxton Road, Torquay, TQ1 1NY	DN76517	Freehold
10	40 Thames Road, Milnrow, OL16 3UB	GM2564	Freehold
11	9 Booth Road, Little Lever, Bolton, BL3 1JY	LA171245	Freehold
12	Garage No 3, adjoining 9 Booth Road, Little Lever	GM876491	Long Leasehold
13	178 Regent Street, Nelson, BB9 8SQ	LA869095	Freehold
14	148 Greenway Road, Runcorn, WA7 4NN	CH263412	Freehold
15	11a Fitzwalter Road, Woolston, Warrington, WA1 4BT	CH195652	Freehold
16	110 Peel House Lane, Widnes, WA8 6TQ	CH183054	Freehold
17	Land lying to the south side of 110 Peel House Lane, Widnes, WA8 6TQ	CH220075	Freehold
18	54 Halton View Road, Widnes, WA8 0TR	CH392042	Freehold
19	47 Lower House Lane, Widnes, WA8 7DX	CH432586	Freehold
20	62 Peelhouse Lane, Widnes, WA8 6TJ	CH140372	Freehold
21	29 Liverpool Road, Widnes, WA8 7ER	CH177303	Freehold
22	38 Queens Park Road, Heywood, OL10 4LQ	GM533286	Freehold
23	Nene House Watling Street, Towcester, NN12 6HN	NN120110	Freehold
24	Manor Cottage, Swinefleet Road, Old Goole, DN14 8AB	HS120478	Freehold
25	59 Queens Road, Wisbech, PE13 2PQ	CB193193	Freehold

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SCHEDULE

	Property	Title Number	Tenure
26	29 Main Street, Farcet, Peterborough, PE7 3AN	CB244740	Freehold
27	1 Inglemire Lane, Cottingham, HU16 4PB	HS162659	Freehold
28	South Cliff Court, 40 Avenue Victoria, Scarborough, YO11 2QT	NYK92977	Freehold
29	96 Park Avenue, Kingston Upon Hull, HU5 3ET	HS9130	Freehold
30	67 and 69 Queens Park Parade, Northampton, NN2 6LR	NN204965	Freehold
31	69 Queens Park Parade, Northampton, NN2 6LR	NN210173	Freehold
32	Sycamore House, Sycamore Terrace, Haswell, DH6 2AG	DU198453	Freehold
33	Land lying to the south of Sycamore House, Sycamore Terrace, Haswell	DU310202	Freehold
34	136 Seamer Road, Scarborough YO12 4EY	NYK122536	Freehold
35	1 Peel House Lane, Widnes, WA8 6TN	CH314414	Freehold
36	571 Rooley Moor Road, Rochdale, OL12 7JG	LA246758	Long leasehold
37	2 Summit Street, Heywood, OL10 4RH	GM104826	Long leasehold
38	2 Summit Street, Heywood, OL10 4RH	GM914242	Freehold
39	18 Cronkeyshaw Road, Rochdale, OL12 0QR	GM623919	Long leasehold
40	17 and 18 Cronkeyshaw Road, Rochdale, OL12 0QR	LA33037	Long Leasehold
41	85 Pilsworth Road, Heywood, OL10 3BH	GM230609	Long leasehold
42	4 Fletcher Street, Warrington, WA4 6PY	CH143158	Long leasehold
43	23 South Parade, Weston Point, Runcorn WA7 4HZ	CH234079	Long leasehold
44	37 Weston Avenue, Rochdale, OL16 4PW	GM248191	Long leasehold
45	29 Fox Street, Heywood, OL10 1EJ	GM514362	Long leasehold



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5274924
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 31
DECEMBER 2012 AND CREATED BY TOTAL CARE ALLIANCE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CLYDESDALE BANK PLC (T/A
CLYDESDALE BANK AND YORKSHIRE BANK) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 8
JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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