

MR04

Statement of satisfaction in full or in part of a charge



You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk



What this form is for

You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company



What this form is NOT for

You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP. Use form
LL MR04

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LD3

04/07/2014

#6

COMPANIES HOUSE

1 Company details

Company number 05406092

Company name in full Partnerships in Care Property 2 Limited (the
"Company")

2

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 06/07/2005

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number* 2

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description DEBENTURE dated 6 July 2005 between the Chargors
and the Security Agent (the "Debenture")

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

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A4**Short particulars of the property or undertaking charged**

	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>1. CHARGING CLAUSE 1.1 Fixed Charges</p> <p>The Company, as security for the payment of the indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest.</p> <p>(a) (i) by way of first legal mortgage, all freehold and leasehold property situate in England and Wales (as specified in part 1 of schedule 2 to the Debenture, as set out in schedule 2 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and</p> <p>(ii) by way of first mortgage all the Subsidiary Shares and all corresponding Distribution Rights;</p> <p>(b) by way of first fixed charge:</p> <p>(i) all other interests (not charged under clause 3.1(a) of the Debenture, as set out in clause 1.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom</p> <p>Continued on continuation 1/7</p>	


Part B**Charges created on or after 06/04/2013****B1****Charge code**

	Please give the charge code This can be found on the certificate	① Charge code This is the unique reference code allocated by the registrar													
Charge code ①	<table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td></tr></table>					-					-				
				-					-						

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Part C To be completed for all charges

C1	Satisfaction I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box <input checked="" type="checkbox"/> In full <input type="checkbox"/> In part	
C2	Details of the person delivering this statement and their interest in the charge Please give the name of the person delivering this statement Name Partnerships in Care Property 2 Limited Please give the address of the person delivering this statement Building name/number 2 Street Imperial Place Maxwell Road Post town Borehamwood County/Region Hertfordshire Postcode W D 6 1 J N Please give the person's interest in the charge (e.g. chargor/chargee etc) Person's interest in the charge Chargor	
C3	Signature Please sign the form here Signature X  X	

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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. The contact information you give will be visible to searchers of the public record.

Contact name

Karim Kassam

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



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
- Part A Charges created before 06/04/2013**
- ☒ You have given the charge date
- ☒ You have given the charge number (if appropriate)
- ☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- Part B Charges created on or after 06/04/2013**
- ☐ You have given the charge code
- Part C To be completed for all charges**
- ☒ You have ticked the appropriate box in Section C1
- ☒ You have given the details of the person delivering this statement in Section C2
- ☒ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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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Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

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Short particulars of the property or undertaking charged

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Short particulars	<p>Continuation 1/7</p> <p>and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;</p> <p>(11) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;</p> <p>(111) all monies standing to the credit of its accounts (including the Blocked Accounts and the Other Accounts) with any bank, financial institution or other person and all rights related to those accounts,</p> <p>(1v) its rights as at 6 July 2005 and thereafter to recover VAT on any supplies made to it relating to the Property and any sums so recovered;</p> <p>(v) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets; (v) its goodwill and uncalled capital; and</p> <p>(vi) if not effectively assigned by clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Assets.</p> <p>1 2 Floating Charge</p> <p>As further security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge and/or mortgage under clauses 3 1 (Fixed Charges) of the Debenture, as set out in clause 1.1 above, or assigned under clause 3.3 (Security Assignment) of the Debenture, as set out in clause 1.3 below.</p> <p>1.3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Assets provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Assets to the Company (or as it shall direct).</p> <p>(b) Until the occurrence of a Declared Default, but subject to clause 7 3 (Assigned Agreements) of the Debenture, the Company may continue to deal with the counterparties to the relevant Assigned Agreements.</p> <p>Continued on continuation 2/7</p>	

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Short particulars	<p>Continuation 2/7</p> <p>1.4 Conversion of Floating Charge</p> <p>If.</p> <p>(a) a Declared Default has occurred; or</p> <p>(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.</p> <p>1.5 Automatic Conversion of Floating Charge If: The Company creates (or purports to create) any Security Interest, except as permitted: (i) prior to the Senior Discharge Date by the Senior Credit Agreement, the Junior Credit Agreement and the Intercreditor Deed, (ii) subsequent to the Senior Discharge Date by the Junior Credit Agreement and the Intercreditor Deed, or (iii) with the prior consent of the Security Agent); on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.</p> <p>2 FURTHER ASSURANCE</p> <p>2.1 The Company will, at its own expense, promptly following reasonable request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:</p> <p>(a) to perfect and/or protect the security created (or intended to be created) by the Debenture;</p> <p>(b) to facilitate the realisation or enforcement of such security;</p> <p>(c) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture, and/or</p> <p>(d) to confer on the Security Agent security over any assets of the Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture;</p> <p>Continued on continuation 3/7</p>	

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	<p>Continuation 3/7 including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever</p> <p>2.2 Any security document required to be executed by the Company under clause 5.1 of the Debenture will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture.</p> <p>3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS Except as permitted by the Senior Credit Agreement and Junior Credit Agreement, the Company shall not:</p> <p>(a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend, factor, discount or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property</p> <p>SCHEDULE 1 The Chargors Chargors Registered Number Partnerships in Care Property 2 Limited 5406092 Partnerships in Care Property 3 Limited 5406109 Partnerships in Care Property 4 Limited 5406112 Partnerships in Care Property 5 Limited 5406117 Partnerships in Care Property 6 Limited 5406120 Partnerships in Care Property 7 Limited 5406122 Partnerships in Care Property 8 Limited 5406123 Partnerships in Care Property 9 Limited 5406127 Partnerships in Care Property 10 Limited 5406132 Partnerships in Care Property 11 Limited 5406140 Partnerships in Care Property 12 Limited 5406148</p> <p>Continued on continuation 4/7</p>

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Short particulars	Please give the short particulars of the property or undertaking charged										
	<p>Continuation 4/7</p> <p>Partnerships in Care Property 13 Limited 5406155</p> <p>Partnerships in Care Property 14 Limited 5406163</p> <p>Partnerships in Care Property 15 Limited 5406176</p> <p>SCHEDULE 2 Details of Properties</p> <table border="0"> <tr> <td>Property Name</td> <td>Title</td> </tr> <tr> <td>Abbey House</td> <td>NT178548</td> </tr> <tr> <td>Calverton Road</td> <td>NT261554</td> </tr> <tr> <td>Arnold</td> <td>NT178547</td> </tr> <tr> <td>Nottinghamshire</td> <td>NG5 8PT</td> </tr> </table> <p>SCHEDULE 3 Subsidiary Shares None as at 6 July 2005</p> <p>In this form</p> <p>"Assigned Assets" means the Assigned Agreements (as such term is defined in the Debenture), all Rental Income (as such term is defined in the Senior Credit Agreement and the Junior Credit Agreement) and the benefit of all contracts, deeds, licences, undertakings, agreements, consents, authorisations, rights, warranties, securities, covenants (including the title), guarantees, bonds and indemnities or other documents of any nature as at 6 July 2005 or at any time enjoyed or held by a Chargor and all Value Added Tax payable on the same;</p> <p>"Blocked Accounts" means the accounts listed in part 1 of schedule 4 of the Debenture (or, as the case may be, part 1 of schedule 4 of the relevant Security Accession Deed) and any interest of the Company in any replacement account or any sub division or sub-account of those accounts;</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;</p> <p>"Chargors" means Partnerships in Care Property 1 Limited (Company Number. 5403392), each of the companies listed in Schedule 1 of the Debenture and as set out in schedule 1 hereto and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;</p> <p>Continued on continuation 5/7</p>	Property Name	Title	Abbey House	NT178548	Calverton Road	NT261554	Arnold	NT178547	Nottinghamshire	NG5 8PT
Property Name	Title										
Abbey House	NT178548										
Calverton Road	NT261554										
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	<p>Continuation 5/7</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 17.2 (Cancellation and Repayment) of the Senior Credit Agreement and Junior Credit Agreement;</p> <p>"Default" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement;</p> <p>"Distribution Rights" means all dividends, distributions and other income paid or payable on a Subsidiary Share, together with all shares or other property derived from that Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);</p> <p>"Events of Default" means (i) prior to the Senior Discharge Date, Events of Default as defined in the Senior Credit Agreement and the Junior Credit Agreement as governed by the Intercreditor Deed and (ii) subsequent to the Senior Discharge Date, Events of Default as defined in the Junior Credit Agreement,</p> <p>"Facility Agent" means The Royal Bank of Scotland Plc;</p> <p>"Finance Documents" means the Senior Credit Agreement and the Junior Credit Agreement, each Security Document, the Intercreditor Deed, the OpCo Intercreditor Deed, each Hedging Agreement, each Transfer Certificate, the Fees Letter (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement) and any other document designated as a Finance Document by the Obligors and the Facility Agent;</p> <p>"Finance Parties" means the Arranger, each Agent, each Lender and each Hedging Lender (as all such terms are defined in the Senior Credit Agreement and Junior Credit Agreement);</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture;</p> <p>"Indebtedness" means All money or liabilities due, owing or incurred to any Secured Party by any Chargor or any other Obligor under any Finance Document as at 6 July 2005 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes,</p> <p>Continued on continuation 6/7</p>

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	<p>Continuation 6/7</p> <p>bills or other instruments accepted by any Finance Party for or at the request of any Obligor and all losses incurred by any Finance Party in connection therewith, except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985,</p> <p>"Intercreditor Deed" has the meaning given to it in the Senior Credit Agreement and Junior Credit Agreement,</p> <p>"Junior Credit Agreement" means the junior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility of £65,664,000 to Partnerships in Care Property 1 Limited (Company Number: 5403392),</p> <p>"Lenders" means The Royal Bank of Scotland Plc,</p> <p>"Obligor" means Obligor as such term is defined in the Senior Credit Agreement and Junior Credit Agreement;</p> <p>"Other Accounts" means the accounts specified in part 2 of schedule 4 to the Debenture (or, as the case may be, part 2 of schedule 4 of the relevant Security Accession Deed) and any interest of a Chargor in any replacement account or any sub division or sub-account of those accounts;</p> <p>"Properties" means each of the properties listed in schedule 2 (Properties) of the Senior Credit Agreement and Junior Credit Agreement for so long as each such property is owned by an Obligor together with Forest Moor (subject to completion of the purchase of the same) and "Property" means any one of the Properties or any part of the Properties (as the context requires);</p> <p>"Secured Parties" means the Finance Parties;</p> <p>"Security Accession Deed" means a deed executed by a member of the Group (as such term is defined in the Senior Credit Agreement and Junior Credit Agreement) substantially in the form set out in schedule 6 to the Debenture, with those amendments which the Security Agent may approve or reasonably require;</p> <p>"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;</p> <p>"Senior Credit Agreement" means the senior credit agreement dated 6 July 2005 pursuant to which the Lenders have agreed to make available a loan facility of £393,985,000 to Partnerships in Care Property 1 Limited (Company Number 5403392);</p> <p>Continued on continuation 7/7</p>

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Please give the short particulars of the property or undertaking charged

Short particulars

Continuation 7/7

"Senior Discharge Date" means the date on which all Senior Debt (as such term is defined in the Intercreditor Deed) has been fully discharged and all commitments of the Senior Finance Parties (as such term is defined in the Intercreditor Deed) to the Obligors have expired in accordance with the Senior Finance Documents (as such term is defined in the Senior Credit Agreement),

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985,

"Subsidiary Shares" means all the shares owned by the Company in its Subsidiaries including those listed in part 2 of schedule 2 to the Debenture as set out in schedule 3 hereto.