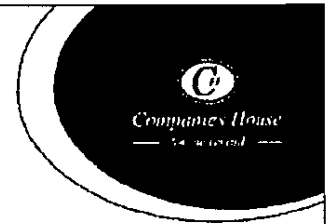


561903/13

In accordance with
Section 860 of the
Companies Act 2006

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

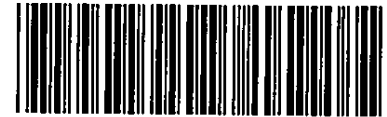
✓ What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X What this form is NOT for

You cannot use this form
particulars of a charge for
Scottish company. To do
please use MG01s

FRIDAY



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COMPANIES HOUSE

For official use

2

→ Filling in this form

Please complete in typescript or
in bold black capitals

All fields are mandatory unless
specified or indicated by *

1 Company details

Company number 06226719

Company name in full Bradford & Airedale Care Partnerships – Fundco 3 Limited
(the "Assignor")

2 Date of creation of charge

Date of creation 09/12/2010

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 Assignment of Contracts dated 9 December 2010 between (1) the Assignor and (2) The
Royal Bank of Scotland plc as agent and trustee for itself and each of the Finance Parties
(the "Security Trustee") (the "Assignment")

4 Amount secured

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

Amount secured Please see Continuation Sheet

Continuation page

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

MG01

Particulars of a mortgage or charge

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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

THE ROYAL BANK OF SCOTLAND PLC AS AGENT AND TRUSTEE FOR ITSELF AND EACH OF THE FINANCE PARTIES

Address

36 St Andrew Square

Edinburgh

Postcode

E H 2 2 Y B

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

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 <ul style="list-style-type: none">- 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 <div style="border: 1px solid black; padding: 5px; display: inline-block;">X Insert Mersons LLP X</div> 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 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

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 Assignor has covenanted under clause 2 1 of the Assignment that it will on demand pay and discharge any or all liabilities expressed to be due, owing or payable by the Assignor to any Finance Party on any current or other account or otherwise in any manner whatsoever under or in connection with any of the 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

The Assignor has also covenanted to pay interest on any sum demand^{ed} in accordance with clause 2 1 of the Assignment until payment (both before and after judgment) at the Default Rate

MG01 – continuation page

Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars	<p>1 As a continuing security for payment of the Secured Liabilities, he Assignor with full title guarantee -</p> <p>1 1 has assigned <u>all its right, title and interest</u> existing at the date of the Assignment and thereafter <u>in and to, and all benefits accruing under or in connection with any Contract and all Related Rights</u> in respect of any Contract absolutely in favour of the Security Trustee subject to a proviso for reassignment on redemption, and</p> <p>1 2 to the extent not assigned or effectively assigned by clause 3 1 1 of the Assignment (paragraph 1 1 above), has charged by way of first fixed charge in favour of the Security Trustee all its right, title and interest existing at the date of the Assignment and thereafter in and to, and all benefits accruing under or in connection with any Contract and all Related Rights in respect of any Contract</p> <p>2 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Assignor shall hold it on trust for the Security Trustee</p> <p>3 The Assignor has covenanted with the Security Trustee that it shall not create or permit to subsist any Security Interest over any Charged Property, nor do anything else prohibited by clause 16 13 (<i>Negative pledge</i>) of the Facilities Agreement</p> <p>4 The Assignor has covenanted with the Security Trustee that it shall 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 any Charged Property except as permitted by clause 16 17 (<i>Disposals</i>) of the Facilities Agreement</p> <p>Definitions:-</p> <p>"Charged Property" means all the property, assets and undertaking of the Assignor which from time to time are, or are expressed to be, the subject of the Security Interest created in favour of the Security Trustee by or pursuant to the Assignment</p> <p>"Contract" means -</p> <p>(a) the intra group loan agreement dated 9 December 2010 made between Bradford & Airedale Care Partnerships Limited, Bradford & Airedale Care Partnerships – Fundco 1 Limited, Bradford & Airedale Care Partnerships – Fundco 2 Limited and the Assignor</p> <p>(b) the deed of novation and variation between Bradford & Airedale Care Partnerships Fundco 1 Limited, Bradford & Airedale Care Partnerships Fundco 2 Limited, the Assignor, Accent Foundation Limited, Integral UK Limited, Integral UK Holdings Limited, Bradford and Airedale Teaching Primary Care Trust, The Royal Bank of Scotland plc (as Security Trustee) and The Royal Bank of Scotland plc (as Agent)</p>
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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

- (c) the guarantee dated 9 December 2010 provided to the Assignor by Integral UK Holdings Limited

"Default Rate" means the rate of interest specified in, and calculated in accordance with, clause 9.3 of the Facilities Agreement

"Facilities Agreement" means the term facilities agreement dated 17 June 2008 between the Assignor, 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" has the meaning given in the Facilities Agreement

"Finance Party" has the meaning given in the Facilities Agreement

"Related Rights" means in relation to any Charged Property

- (a) the proceeds of sale of any part of that Charged Property,
- (b) all rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that Charged Property, and
- (c) any moneys and proceeds paid or payable in respect of that Charged Property

"Security Interest" has the meaning given in the Facilities Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6226719
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS
DATED 9 DECEMBER 2010 AND CREATED BY BRADFORD &
AIREDALE CARE PARTNERSHIPS - FUNDCO 3 LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ANY FINANCE PARTY ON ANY ACCOUNT
WHATSOEVER 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 17 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES