

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  
particulars of a charge for a  
company. To do this, please  
form MG01s

SATURDAY



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\*A1DNE201\*

21/07/2012

#223

COMPANIES HOUSE

**1 Company details**

Company number ☒ 0 3 9 6 3 7 1 1

Company name in full ☒ Bondcare (Middleton) Limited (**Company**)

6 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 ☒ d1 d6 m0 m7 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 debenture made between the Company and the Bank (as defined in section 5 below)  
(**Debenture**)

**4 Amount secured**

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

Amount secured ☒ All or any money and liabilities which shall from time to time (and  
whether on or at any time after demand) be due, owing or incurred in  
whatsoever manner to the Bank by the Company, whether actually or  
contingently, solely or jointly and whether as principal or surety (or  
guarantor or cautioner), including any money and liabilities of the  
Company to a third party which have been assigned or novated to or  
otherwise vested in the Bank and including interest, discount,  
commission and other lawful charges or expenses which the Bank  
may in the course of its business charge or incur in respect of any of  
those matters or for keeping the Company's account, and so that  
interest shall be computed and compounded according to the usual  
the Bank rates and practice (or otherwise agreed in writing) after as  
well as before any demand made or judgment or decree obtained  
under or in relation to the Debenture (**Secured Liabilities**)

**Continuation page**

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

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## Particulars of a mortgage or charge

### 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	Bank of Scotland plc (Bank)
Address	The Mound
	Edinburgh
Postcode	E H 1 1 Y
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

#### 1 Charging Provisions

- 1 1 The Company with full title guarantee charged to the Bank as a continuing security for the payment or discharge of the Secured Liabilities -
- 1 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule to the Debenture (reproduced as the schedule to this form MG01) together with all present and future buildings, and fixtures (including trade and tenant's fixtures), which are at any time on or attached to the property,
- 1 1 2 by way of fixed charge -
- 1 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of clause 2 1 1 of the Debenture (reproduced as paragraph 1 1 1 of this form MG01)) together with all buildings, and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the property,
- 1 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land,
- 1 1 2 3 the benefit of all other agreements relating to land which the Company is or may become party to or otherwise entitled,

continued

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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

- 1 1 2 4 all plant and machinery of the Company at the date of the Debenture or in the future attached to property which is charged by the foregoing provisions of clause 2 1 of the Debenture (reproduced as paragraph 1 1 of this form MG01),
- 1 1 2 5 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights, money or property of a capital nature at any time accruing or offered in relation to them, whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise,
- 1 1 2 6 all rights, money or property of an income nature at any time accruing or payable in relation to the stocks, shares and other securities charged by clause 2 1 2 5 of the Debenture (reproduced as paragraph 1 1 2 5 of this form MG01), whether by way of dividend, distribution, interest or otherwise,
- 1 1 2 7 all rights and interests in and claims under all insurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company which relate to Fixed Charge Assets (including all money payable under such contracts and policies),
- 1 1 2 8 all rights and interest and claims under all other insurance or assurance contracts or policies at the date of the Debenture or in the future held by or insuring to the benefit of the Company (including all money payable under them),
- 1 1 2 9 all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case at the date of the Debenture or in the future held by the Company (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights,
- 1 1 2 10 the benefit of all agreements and licences at the date of the Debenture or in the future entered into or enjoyed by the Company relating to the use or exploitation by or on behalf of the Company in any part of the world of any such rights as are referred to in clause 2 1 2 9 of the Debenture (reproduced as paragraph 1 1 2 9 of this form MG01) but owned by others,
- 1 1 2 11 all the Company's rights now or in the future in relation to trade secrets, confidential information and know how in any part of the world,
- 1 1 2 12 all present and future book debts of the Company,

continued

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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

- 1 1 2 13 all other present and future debts or monetary claims of the Company against third parties (excluding those charged under clause 2 1 2 7 or 2 1 2 8 of the Debenture (reproduced as paragraphs 1 1 2 7 and 1 1 2 8 of this form MG01) or arising on fluctuating accounts with other Group Companies),
- 1 1 2 14 the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to the Company in respect of any Fixed Charge Assets,
- 1 1 2 15 all present and future bank accounts, cash at bank and credit balances of the Company (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),
- 1 1 2 16 all rights, money or property accruing or payable to the Company at the date of the Debenture or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of clause 2 1 of the Debenture (reproduced as paragraph 1 1 of this form MG01), and
- 1 1 2 17 all the Company's goodwill and uncalled capital for the time being,
- 1 1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Debenture (reproduced as paragraph 1 of this form MG01), (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2 1 2 of the Debenture (reproduced as paragraph 1 1 2 of this form MG01))
- 1 2 The Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Bank (subject to the right of the Company to require the re-assignment of it upon payment or discharge in full of the Secured Liabilities)
- 1 2 1 1 all the right, title and interest of the Company in and to any interest rate hedging agreements at the date of the Debenture or in the future entered into with any person, and

continued

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

1 2 1 2 (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provisions of the Debenture

1 3 To the extent that any such right, title and interest as is referred to in clause 2 2 of the Debenture (reproduced as paragraph 1 2 of this form MG01) is not assignable or capable of assignment, the assignment of it purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

1 4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Bank shall have priority over the floating charge created by the Debenture, except insofar as the Bank shall declare otherwise whether at or after the time of creation of such fixed security

1 5 The Bank may at any time, by notice to the Company, immediately convert the floating charge created under clause 2 1 3 of the Debenture (reproduced as paragraph 1 1 3 of this form MG01) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Bank, automatically be converted with immediate effect into a fixed charge -

1 5 1 in respect of any Assets which become subject to any step by any third party to take a fixed charge,

1 5 2 in respect of any Assets which become subject to any step by any third party to levy any distress, attachment, execution or other legal process against them,

1 5 3 in respect of all Assets charged under clause 2 1 3 of the Debenture (reproduced as paragraphs 1 1 3 of this form MG01) if and when the Company ceases to carry on business or to be a going concern, and

continued

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Please give the short particulars of the property mortgaged or charged

Short particulars

winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

#### 2 Negative Pledge

The Company agreed that it will not without the prior written consent of the Bank create or attempt to create or permit to subsist any right in security, mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or any encumbrance, trust agreement, declaration of trust or trust arising by operation of law over all or any Assets (except in favour of the Bank)

In this form the following terms shall have the following meanings

**Assets** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

**Fixed Charge Assets** means an Asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by clause 2 1, 2 2, 2 3 of the Debenture (reproduced as paragraphs 1 1, 1 2, 1 3 of this form MG01) or (with effect from the date of its creation) any security created pursuant to clause 2 11 of the Debenture (reproduced as paragraph 1 11 of this form MG01)

#### The Schedule

##### Freehold and leasehold property

Address or Description	Title No (s) (if registered land)
Dovedale Court, 205-207 Grimshaw Lane, Middleton, Gt Manchester, M24 2BW	GM180751 GM180769 GM856720 GM856721 GM99177 GM236641 GM180752

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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 Addleshaw Goddard LLP

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 CHANRA (312162/440)

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](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)





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

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

**COMPANY NO. 3963711  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 16 JULY 2012  
AND CREATED BY BONDCARE (MIDDLETON) LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 21 JULY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JULY 2012**

*DX*

