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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

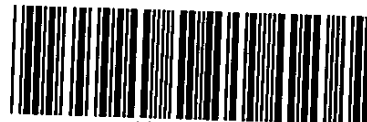
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form to register
particulars of a charge of
company. To do this, please
use form MG01s

THURSDAY



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AX6GTJ3

20/10/2011

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COMPANIES HOUSE

1

Company details

Company number

3 4 0 2 9 5 8

Company name in full

Bondcare (Martha) Limited (**Chargor**)

9

For official use

Filing 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

d 1 d 4 m 1 m 0 y 2 y 0 y 1 y 1

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 mortgage between the Chorgor and the Security Trustee (as defined in Section 5 below)
(**Mortgage**)

4

Amount secured

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

Amount secured

All monies and liabilities at or after the date of the Mortgage due
owing or incurred by the Chorgor to the Finance Parties (or any of
them) under the Finance Documents (or any of them) in any manner
and in any currency or currencies and whether present or future,
actual or contingent, whether incurred solely or jointly with any other
person and whether as principal or surety, together with all interest
accruing on such monies and liabilities and all costs, charges and
expenses incurred by any Finance Party under any Finance
Document, except for any obligation which, if it were included here,
would constitute unlawful financial assistance, or its equivalent in any
other jurisdiction (**Secured Obligations**)

Cont/d

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 (**Security Trustee**)

Address The Mound

Edinburgh

Postcode E H 1 1 Y Z

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 General

All Security created by the Chargor under clauses 3 2 to 3 4 of the Mortgage (reproduced as paragraphs 1 2 to 1 4 of this Form MG01) is

(a) a continuing security for the payment and discharge of the Secured Obligations,

(b) granted with full title guarantee,

(c) granted in respect of all the right, title and interest (if any), present and future, of the Chargor in and to the relevant Secured Asset, and

(d) granted in favour of the Security Trustee as security trustee for the Finance Parties, and

(e) granted pursuant to clause 7 (Further Assurance) of the Debenture

1 2 First legal mortgage

The Chargor charged by way of first legal mortgage the Property and all Fixtures on such property for the time being

Cont/d

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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

- 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 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).

9 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**

Manchester

Post town

County/Region

Postcode

M	2		3	A	B	
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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

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>In this Form MG01, the following terms shall have the following meanings</p> <p>Facility Agreement means the facility agreement between Nilerace Limited (as borrower), the companies listed in part 1of schedule 1 thereto (as original guarantors) and Bank of Scotland plc (as agent, arranger, original lender, security trustee and hedge counterparty) and dated 18 September 2007 under which the Lenders agreed to make available to the Borrower on the terms thereof a term loan facility (as amended and restated on 5 November 2007 and on the date of the Mortgage) (as each such term is defined in the Facility Agreement)</p> <p>Finance Documents means the Facility Agreement, the First Restatement Agreement, the Second Restatement Agreement, each Overdraft Document, each Security Document, any Hedging Arrangement, any Fee Letter, any Accession Letter, any Resignation Letter, the Subordination Deed, any Duty of Care Deed and any other document designated as such by the Agent and the Borrower (as each such term is defined in the Facility Agreement)</p> <p>Finance Party means the Agent, the Arranger, the Hedging Counterparty, the Security Trustee or a Lender (as each such term is defined in the Facility Agreement unless otherwise defined in the Form MG01)</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	<p>1.3 Assignments</p> <p>The Chargor assigned</p> <p>(a) all Rental Income, and all other sums, payable under any Occupational Lease,</p> <p>(b) the Relevant Policies</p> <p>The Chargor shall remain liable to perform all its obligations under each Occupational Lease to which it is a party and each Relevant Policy</p> <p>1.4 First fixed charges</p> <p>The Chargor charged by first fixed charge</p> <p>(a) all interests and estates in any freehold, leasehold or common hold property,</p> <p>(b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property,</p> <p>(c) the benefit of all other agreements, instruments and rights relating to its Secured Property, and</p> <p>(d) to the extent that the legal mortgage in clause 3.2 of the Mortgage (reproduced as paragraph 1.2 of this Form MG01) or any assignment in clause 3.3 of the Mortgage (reproduced as paragraph 1.3 of this Form MG01) is ineffective as a legal mortgage or an assignment (as applicable), the assets referred to in that clause</p> <p>2. Negative pledge</p> <p>The Chargor agreed that it shall not create or permit to subsist any Security over any of the Secured Assets, other than any Security or arrangement which is Permitted Security</p> <p>In this Form MG01, the following terms shall have the following meanings</p> <p>Debenture means the debenture dated 5 November 2007 and executed by the Original Obligors (as defined in the Facility Agreement) in favour of the Security Trustee</p> <p>Fixtures means, in respect of any Secured Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of the Mortgage on that Secured Property</p> <p>Occupational Lease means any occupational lease or licence to which the Property (or any part of the Property) is subject</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	<p>Permitted Security means</p> <p>(a) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances</p> <p>(b) any lien arising by operation of law and in the ordinary course of trading or</p> <p>(c) Security constituted within the Finance Documents</p> <p>Property means the property described in schedule 1 of the Mortgage (reproduced as schedule 1 of this Form MG01)</p> <p>Relevant Policies means all policies of insurance present and future relating to the Secured Assets in which the Chargor has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies</p> <p>Rental Income means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, use or occupation of any part of the Property, including (without double counting)</p> <p>(a) rent, licence fees and equivalent amounts paid or made payable</p> <p>(b) any sum received from any deposit held as security for performance of a tenant's obligations</p> <p>(c) a sum equal to any apportionment of rent allowed in favour of the Chargor</p> <p>(d) any other moneys paid or payable in respect of occupation or usage of the Property and any fixture and fitting on the Property including any fixture or fitting for display or advertisement, on licence or otherwise</p> <p>(e) any sum paid under any policy of insurance in respect of loss of rent or interest on rent</p> <p>(f) any sum paid, or the value of any consideration given, for the surrender or variation of any Lease Document (as define din the Facility Agreement)</p> <p>(g) any sum paid by any guarantor of any occupational tenant under any Lease Document (as defined in the Facility Agreement)</p> <p>(h) any Tenant Contributions (as define din the Facility Agreement) and</p> <p>(i) any interest paid or payable on, and any damages, compensation or settlement paid in respect of, any sum referred to in paragraphs (a) to (h) above less any related fees and expenses incurred by the Chargor which have not been reimbursed by another person</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

Secured Asset means the assets and undertaking of the Chargor which are the subject of any Security created by, under or supplemental to, the Mortgage in favour of the Security Trustee

Secured Property means, at any time, the Property and all other freehold, leasehold or commonhold property which is subject to any Security created by, under or supplemental to, the Mortgage

Security means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Schedule 1 Property

Country and District (or Address or Description London Borough)	Title Number
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The freehold property at 65 Victoria Road, Stechford, Birmingham	WM302624
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FILE COPY

P.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3402958
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 14
OCTOBER 2011 AND CREATED BY BONDCARE (MARTHA)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO THE FINANCE PARTIES (OR
ANY OF THEM) 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 20 OCTOBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES