

# MR01

## Particulars of a charge

15/09/13



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page


**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form MR

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

 You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record



FRIDAY

### 1 Company details

Company number 05003339

Company name in full TRASCARE GROUP LIMITED (THE "CHARGOR")

13 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 Charge creation date

Charge creation date 28/06/2013

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name THE ROYAL BANK OF SCOTLAND PLC  
(THE "SECURITY TRUSTEE")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

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

Description

The freehold property Cateswell Court, 27 and 29, Cateswell Road, Hall Green, Birmingham B28 8NB and registered at Land Registry with title absolute under title number WM445715

**5**

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

**6**

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

**7**

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ **Yes**

☒ **No**

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒ [X]

① This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X Piment Masons LLP

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Dawn Bell

Company name Pinsent Masons LLP

Address 30 Crown Place

Post town London

County/Region

Postcode E C 2 A 4 E S

Country

DX 157620 Broadgate 3

Telephone 020 7418 7050



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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)



**FILE COPY**

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

Company number: 5003339

Charge code: 0500 3339 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2013 and created by TRACSCARE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2013

Given at Companies House, Cardiff on 2nd July 2013



**SUPPLEMENTAL DEBENTURE**

between

**TRACSCARE GROUP LIMITED**

and

**THE ROYAL BANK OF SCOTLAND PLC**  
as Security Trustee

**Dated 28 June 2013**

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**This Supplemental Debenture is entered into subject to and with  
the benefit of an Intercreditor Agreement dated 15 November 2006  
and is supplemental to a Debenture dated 15 November 2006**

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CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 28 DAY OF JUNE 2013  
Pinsent Masons LLP *Pinsent Masons LLP*



**Pinsent Masons**

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SUPPLEMENTAL DEBENTURE dated the 28 June 2013 between

- (1) **TRACSCARE GROUP LIMITED** incorporated in England (Registered Number 05003339) whose registered office is at Staple Court, 11 Staple Inn Buildings, London, WC1V 7QH (the "Chargor"),
- and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** incorporated in Scotland (Registered Number SC090312) whose registered office is at 36 St Andrew Square, Edinburgh, EH2 2YE acting by its branch at 280 Bishopsgate, London, EC2M 4RB in its capacity as agent and security trustee for and on behalf of the Finance Parties and Secured Parties under and as defined in the Facilities Agreement, and its successor(s) as such agent and security Trustee (the "Security Trustee")

**BACKGROUND:**

- (A) The Chargor enters into this Supplemental Debenture in connection with the Facilities Agreement and the Debenture (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

**1 INTERPRETATION**

**1.1 Definition**

In this Supplemental Debenture

**"Additional Mortgaged Property"** means all freehold or leasehold properties from time to time forming part of the Security Assets,

**"Additional Specified Property"** means the freehold or leasehold properties specified in the Schedule,

**"Ancillary Rights"** means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Additional Mortgaged Property and all monies paid or payable thereunder,

**"Debenture"** means the debenture dated 15 November 2006 granted by among others, the Chargor in favour of the Security Trustee,

**"Premises"** means all buildings and erections from time to time forming part of the Security Assets, and

**"Schedule"** means any one or more of the Schedules to this Deed



1 2 In this Supplemental Debenture, unless the context requires otherwise, terms defined in Clause 1 1 (*Definition*) of the Debenture shall have the same meaning in this Supplemental Debenture

1 3 **Incorporation of provisions**

Unless expressly stated as otherwise the provisions of

- (a) Clause 1 2 (*Construction*),
- (b) Clause 4 1 (*General*) but with the exception of Clause 4 1 5,
- (c) Clause 5 (*Continuing Security*),
- (d) Clause 6 2 (*General*),
- (e) Clause 7 3 (*Negative Pledge*),
- (f) Clause 9 (*Enforcement*),
- (g) Clause 9 6 (*Application*),
- (h) Clause 10 7 (*No duty of enquiry*),
- (i) Clause 10 8 (*Redemption of prior securities*),
- (j) Clause 11 (*Appointment of Receiver or Administrator*),
- (k) Clause 12 (*Powers of Receiver*),
- (l) Clause 13 (*Power of Attorney*),
- (m) Clause 14 (*Expenses and Indemnity*),
- (n) Clause 18 (*Miscellaneous*),
- (o) Clause 19 (*Release*),

inclusive of the Debenture apply as though set out in full in this Supplemental Debenture except that references to this Deed, Property and each Charging Company are to be construed as references to this Supplemental Debenture, Additional Mortgaged Property and the Chargor respectively

1 4 **Headings**

The table of contents and the headings in this Supplemental Debenture are included for convenience only and shall be ignored in construing this Supplemental Debenture

1 5 **Conflict**

If there is any conflict between the provisions of this Supplemental Debenture and the provisions of the Facilities Agreement, the provisions of the Facilities Agreement shall prevail

2        **FIXED SECURITY**

2 1      **Creation of fixed security**

In security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee (and without the benefit of section 6(2) of the *Law of Property (Miscellaneous Provisions) Act 1994*) charges in favour of the Security Trustee by way of a first legal mortgage the Additional Specified Properties together with the Premises and the Fixtures on and in them, and the Ancillary Rights pertaining to them

3        **LAND REGISTRY**

3 1 1    In respect of any Additional Mortgaged Property which is registered at the Land Registry, the Chargor and the Security Trustee hereby jointly apply to the Chief Land Registrar to enter a restriction in the Proprietorship register of the relevant title or titles in the following terms

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [            ] in favour of the Security Trustee referred to in the charges register or their conveyancer"*

For these purposes, the "**Charge Number**" means the entry number in the Charges Register of the relevant title which relates to this Supplemental Debenture and the Security

4        **FINANCE DOCUMENT AND TRANSACTION SECURITY DOCUMENT**

The Chargor and Security Trustee agree that this Supplemental Debenture shall be designated a Finance Document and Transaction Security Document under the Facilities Agreement

5        **GOVERNING LAW**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the law of England and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts

**EXECUTED and DELIVERED** as a deed by the Chargor and signed by the Security Trustee

♦

## **SCHEDULES**

### **SCHEDULE**


#### **The Specified Properties**

##### **Freehold**


The freehold property Cateswell Court, 27 and 29, Cateswell Road, Hall Green, Birmingham B28 8NB and registered at Land Registry with title absolute under title number WM445715

**SIGNATORIES**

**EXECUTED and DELIVERED** as  
a DEED by **TRACSCARE GROUP LIMITED**  
acting by

 .. .. Director  
.. VALERIE BUNN .. Full Name

in presence of:

...  .. . . . . Witness  
.. SHERLA DUDGE .. . . . Full Name  
... TRACS Po Box 4 .. . . . Address  
... SWANSEA SA1 1BJ .. . . .

**EXECUTED and DELIVERED** as  
a DEED by **THE ROYAL BANK OF SCOTLAND PLC**  
as Security Trustee  
by

.. . . . . Authorised Signatory  
.. . . . . Full Name

in presence of.

.. . . . . Witness  
.. . . . . Full Name  
.. . . . . Address  
.. . . . .

**SIGNATORIES**

**EXECUTED and DELIVERED as  
a DEED by TRACSCARE GROUP LIMITED  
acting by**

Director  
Full Name

in presence of

Witness  
Full Name  
Address

**EXECUTED and DELIVERED as  
a DEED by THE ROYAL BANK OF SCOTLAND PLC  
as Security Trustee  
by**



*Andrew John G. [unclear]*

Authorised Signatory  
Full Name

in presence of



*TREBOR JOHN WOODS*

Witness  
Full Name  
Address

Syndicated Loans Agency  
The Royal Bank of Scotland plc  
2 1/2 Devonshire Square  
London  
EC2M 4BA