

# MR01

## Particulars of a charge



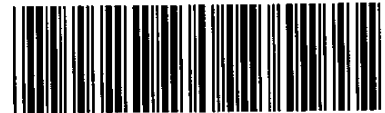
**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page.

**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 MR08

For further information, please



A13 \*A7ZCUP4A\* #126  
15/02/2019  
COMPANIES HOUSE

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 will be scanned and placed on the public record.

### 1 Company details

Company number 0 5 0 8 7 8 8 6

Company name in full MEADOWS CARE LIMITED  
(the "Company")

For official use			
H			
→ <b>Filing in this form</b> 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 0 8 0 2 2 0 1 9

### 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 AIB GROUP (UK) PLC T/A ALLIED IRISH BANK (GB)

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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<b>4</b>	<b>Description</b>	<p>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.</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details.</p>
Description	<p>The Client as continuing security and by way of first charge hereby CHARGES with full title guarantee with the payment of the moneys hereby secured and all interest as aforesaid all its Debts, Related Rights, other debts, revenues and claims present, future and contingent (including choses in action which may give rise to a debt revenue or claim and the proceeds of insurance or similar claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Client and the proceeds of realisation of the same and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of title or other propriety rights, rights of tracing liens and all other rights and remedies of any nature whatsoever in respect of the same.</p>		
<b>5</b>	<b>Fixed charge or fixed security</b>	<p>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.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	<p>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.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	

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**Trustee statement <sup>1</sup>**

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.

☐

<sup>1</sup> 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



X

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

**MRO1**

**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 **Ivan Barry**

Company name **PRINCE EVANS SOLICITORS**

Address **CRAVEN HOUSE**

**40-44 UXBRIDGE ROAD**

Post town **EALING**

County/Region

Postcode **W 5 2 B S**

Country

DX **5100 EALING**

Telephone **0208 567 3477**



**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)**

## MR01 - continuation page

### Particulars of a 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.

Description



FILE COPY

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

Company number: 5087886

Charge code: 0508 7886 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th February 2019 and created by MEADOWS CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th February 2019.

*Df*

Given at Companies House, Cardiff on 20th February 2019



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated this 8<sup>th</sup> day of February 20 19

**CHARGE OVER BOOK DEBTS**

**Meadows Care Limited**

to

**AIB GROUP (UK) PLC TRADING AS**

**ALLIED IRISH BANK (GB)**

WE HEREBY CERTIFY THIS TO BE  
A TRUE COPY OF THE ORIGINAL ✓

*Prince Evans Solicitors*  
PRINCE EVANS SOLICITORS LLP  
40-44 UXBRIDGE ROAD  
LONDON W5 2BS





THIS CHARGE is made as a Deed and is dated 8<sup>th</sup> day of February 20 19

**BETWEEN**

- (1) **Meadows Care Limited**, a company incorporated in England & Wales with company number 05087886 and having its registered office at Egerton House, Wardle Road, Rochdale, Lancashire, OL12 9EN (the "**Client**"); and
- (2) **AIB GROUP (UK) PLC T/A ALLIED IRISH BANK (GB)** having its registered office at 92 Ann Street, Belfast, BT1 3HH (hereinafter called the "**Bank**" which expression shall include its successors and assigns).

**WHEREAS:**

- A Under a separate agreement or agreements entered into between the Client and the Bank from time to time (hereinafter called "**Debt Purchase Agreements**" and each a "**Debt Purchase Agreement**") the Client sells and the Bank purchases certain debts incurred to the Client by its customers being debts arising under contracts of sale of goods or supply of services made by the Client.
- B Pursuant to such Debt Purchase Agreements various moneys become due and owing by the Client to the Bank from time to time.
- C The Client may also be granted financial facilities from time to time by the Bank in one or other modes in which the Bank grants or may in future grant facilities to its customers or others and the Client may become indebted to the Bank in respect thereof.
- D It has been agreed between the Client and the Bank that all moneys now owing or which shall hereafter become owing from the Client to the Bank in connection with any Debt Purchase Agreement or otherwise howsoever with interest costs and charges shall be secured in the manner and on the terms hereinafter appearing.

**NOW THIS DEED** made in pursuance of the said agreement **WITNESSETH** and it is **HEREBY AGREED AND DECLARED** between the parties hereto as follows:

**Definitions and Interpretation**

1. In this Deed the following words and expressions will, unless the context otherwise requires, have the following meanings:
  - "**1925 Act**" means the Law of Property Act 1925;
  - "**Charged Property**" shall mean all Debts and Related Rights other debts, revenues and claims herein charged;
  - "**Debts**" shall have the meaning given to that expression in any Debt Purchase Agreement;
  - "**Related Rights**" shall have the meaning given to that expression in any Debt Purchase Agreement;
  - "**Purchased Debts**" means Debts sold by the Client and purchased by the Bank pursuant to the Debt Purchase Agreement.
  - "**Secured Liabilities**" shall mean all moneys and all liabilities whether actual or contingent now or hereafter due, owing or incurred by the Client to the Bank in whatever currency denominated whether in connection with or arising under any Debt Purchase Agreement or otherwise in any manner whatsoever (whether alone or jointly and whether as principal or surety) including all liabilities in connection with foreign exchange transactions entered into by the Bank for or at the request of the Client, together with interest to date of payment as hereinafter provided and all costs charges and expenses incurred by the Bank or any receiver in relation to the Client or all or any part of the property assets and rights;

### **Covenants to Pay**

2. The Client will at the time when the Secured Liabilities shall become payable as provided herein pay to the Bank on demand the said moneys as well as until payment or satisfaction interest thereon or on the balance of such moneys for the time being remaining unpaid or unsatisfied (as well after as before such moneys become payable or any judgement obtained in respect thereof) calculated at the rate and in the manner for the time being applicable to such moneys according to the practice of the Bank from time to time. A certificate signed by the Director or ~~Manager of the Bank stating the applicable rate of interest the manner of calculation thereof and the amount due~~ shall in the absence of manifest error be conclusive evidence against the Client of the applicable rate of interest the manner of calculation thereof from time to time and the amount due.

### **Security**

3. The Client as continuing security and by way of first charge hereby CHARGES with full title guarantee with the payment of the moneys hereby secured and all interest as aforesaid all its Debts, Related Rights, other debts, revenues and claims present, future and contingent (including choses in action which may give rise to a debt revenue or claim and the proceeds of insurance or similar claim) due or owing or which may become due or owing to or purchased or otherwise acquired by the Client and the proceeds of realisation of the same and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable or non-negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of title or ~~other proprietary rights, rights of tracing liens and all other rights and remedies of any nature whatsoever in~~ respect of the same.
4. Notwithstanding anything contained in clause 3 hereof, the Charged Property shall not include any Purchased Debts or any rights pertaining thereto which under the terms of any Debt Purchase Agreement the Client has not or shall not have actually become obliged to repurchase from the Bank.

### **Negative Pledge**

5. During the subsistence of this security the Client shall not, (save with the prior consent in writing of the Bank), be at liberty to create any security affecting any of the Charged Property which would rank in priority to or pari passu with the charge created by this Charge or enter into any agreement for the assignment or disposition of any of the Charged Property other than an assignment or sale in the ordinary course and for the purpose of carrying on the Client's business.

### **Enforcement Events**

6. The moneys hereby secured shall become immediately payable and this security enforceable upon the happening of any of the following events:
  - (a) If the Client makes default for one calendar month in the payment of any monies owing from the Client to the Bank;
  - (b) If a petition is presented or an order is made or resolution is passed for the winding up of the Client otherwise than for the purpose of reconstruction or amalgamation which has been approved by the Bank;
  - (c) If a petition is presented for the appointment of an Administrator to the Client.
  - (d) If the Bank by notice in writing served in accordance with the provisions of this Charge demands payment by the Client of all or any part of the moneys hereby secured;
  - (e) If a Judgment against the Client, not being under appeal, remains unsatisfied for one calendar month from its date or an order affecting the assets (or any of them) of the Client is issued under the Register of Judgments, Orders and Fines Regulations 2005 (as amended).
  - (f) If an incumbrancer takes possession of any property of the Client or a receiver is appointed over its undertaking or any part of its property and assets;

- (g) If the Client, by reason of financial constraints and with a view to preserving its business or protecting its assets, by resolution of its board of directors, requests the Bank to appoint a receiver over the Charged Property or any part thereof;
- (h) If the Client ceases or threatens to cease payment of its debts or ceases or threatens to cease to carry on its business;
- (i) If in the opinion of the Bank expressed and evidenced in the form of a resolution of its board of directors the security comprised in this Charge is in jeopardy.

Provided that no notice or demand for payment shall be required to be given to the Client in order to make the principal moneys become due and payable under this Charge where the event giving rise thereto is one of those described at (b), (e), (f) or (g) of this Clause.

#### **Appointment and Powers of a Receiver**

7. (a) At any time after the moneys hereby secured shall have become payable the Bank may appoint a person to be receiver of the Charged Property and may thereafter (without exhausting the general power to appoint a receiver herein conferred) in the event that the receiver so appointed shall be found unsuitable or is unable or unwilling to act or continue to act or shall for any reason desire to be released from such receivership remove and release any such receiver and appoint another or others in his stead. More than one person may be appointed to act as receiver.
- (b) Any instrument appointing a receiver may in the case of the Bank be executed either under the common seal of the Bank or under the hand and seal of any director of the Bank duly authorised in that behalf by resolution of its board of directors.
- (c) A receiver so appointed as aforesaid shall act as receiver and manager and shall have all of the powers conferred on mortgagees by the 1925 Act (without the restrictions contained in the 1925 Act), including but not limited to the following powers:-
  - (1) To take possession of, collect and get in the Charged Property;
  - (2) To carry on or concur in the carrying on of the business of the Client or any part thereof;
  - (3) To institute or defend proceedings in any Court of Law or any other lawful or recognised tribunal (including arbitration) in the name of the Client and on its behalf to prosecute, defend, discontinue, settle or compromise any such proceedings in so far as the same may affect the business, goodwill or reputation of the Client or its goods or any of the Charged Property;
  - (4) To sell or dispose of or concur in selling or disposing of all or any of the Charged Property at such price and on such terms as the receiver with the consent of the Bank shall deem appropriate in the interest of the beneficial realisation of the Charged Property and to carry any such sale or disposition into effect by deed or other assurance in the name and on behalf of the Client or otherwise to grant, convey or transfer the same to a purchaser; and
  - (5) To make any arrangement or compromise which the receiver shall think expedient in the interest of the Bank. Any agreement, assurance, deed or other document or thing required to give effect to or evidence anything agreed or done by a receiver in pursuance of any of the powers herein conferred may be entered into and executed by the receiver in the name of the Client.
- (d) All moneys received by such receiver shall, after providing for matters specified in the first three paragraphs of Clause 8, Section 109 of the 1925 Act and for the purposes aforesaid, be applied in or towards satisfaction of the Secured Liabilities; and the foregoing provisions in this condition shall take effect as and by way of variation and extension of the provisions of Sections 101 and 109 (inclusive) of the 1925 Act which provisions so varied and extended shall be regarded as incorporated herein. The receiver so appointed shall be the agent of the Client and the Client shall be solely responsible for the acts or defaults of such receiver and for his remuneration.

### **Power of Attorney**

8. For the purpose of completing or perfecting any agreement, assurance, deed or other document or thing which may be required or be deemed proper for any of the purposes aforesaid the Client hereby irrevocably appoints the Bank and any receiver or receivers appointed as aforesaid its Attorney or Attorneys who may act jointly or severally in its name and on its behalf and as its act and deed and either in the name of the Client or in the Attorney's or Attorneys' own name or names to execute, sign, seal and deliver the same and any such execution ~~shall be as effective as if the Client shall have affixed its common seal to any such instrument in accordance with~~ the regulations or Articles of Association of the Client.

### **Notices**

9. Any written notice may be given by either party by delivery by hand or by posting by prepaid post or by facsimile or electronic mail to the registered office for the time being of the parties hereto or in the case of notice to the Client only to its address last known to the Bank. Notices sent by post shall be deemed to have been received within 48 hours of the time of posting and notices by electronic mail shall be deemed to have been given at the time of transmission, and in the case of delivery by hand, at the time of delivery.

### **Continuing Security**

10. The security constituted by this Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, ~~unless and until released by the Bank in writing.~~ This Charge shall be in addition to and in not in substitution of any other security which the Bank may hold for the liabilities of the Client from time to time.

### **Assignment**

11. The Bank shall be at liberty without notice to assign the benefit of this Charge at any time in accordance with the provisions of clause 25 of the Debt Purchase Agreement. The Client shall not assign any of its rights or delegate any of its duties without the prior written consent of the Bank.

### **Governing Law**

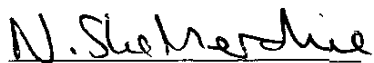
12. This Charge and any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the Client submits to the non-exclusive jurisdiction of the Courts of England and Wales but without prejudice to the right of the Bank to bring proceedings in the Courts of any jurisdiction in which the Client carries on business.

### **Authority to Execute**

13. The Charge is issued in accordance with the Client's Memorandum and Articles of Association and by authority of the Board of directors of the Client.

**IN WITNESS** whereof the Client and the Bank have executed this Agreement the day and year herein before written.

EXECUTED and DELIVERED as a DEED  
by **Meadows Care Limited**  
acting by a Director and  
Company Secretary or by two Directors:

  
Director

  
Director/Company Secretary

Executed as a Deed by \_\_\_\_\_ and \_\_\_\_\_ as Attorney for and on  
behalf of AIB Group (UK) plc under Power of Attorney dated 6<sup>th</sup> September 2016 which has not been revoked, in the  
presence of \_\_\_\_\_ and \_\_\_\_\_ Bank Officials Allied Irish Banks p.l.c.,  
Bankcentre, Ballsbridge, Dublin 4.

at:  
on: