

MG01

Particulars of a mortgage or charge

271539/13



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

FRIDAY



A13

AW39CVNC

08/07/2011

150

COMPANIES HOUSE

1

Company details

Company number

0 7 2 6 9 8 6 9

Company name in full

Premier Care Direct Limited

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

0 1 0 7 2 0 1 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

Debenture dated 1 July 2011 between Premier Care Direct Limited ("the Chargor") (1) and
Transdev plc ("the Lender") (2) ("the Deed")

4

Amount secured

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

Amount secured

In this form, capitalised words shall have the meanings given at
the end of this form

- 1 The Deed provides that the Chargor, as primary obligor
and not merely as surety, covenants with the Lender that
it will, on demand, pay, discharge and perform all moneys,
obligations and liabilities of any kind which are now or may
from time to time in the future become due, owing,
incurred or payable by the Chargor to the Lender including,
without limitation

continued at Section 4 of continuation page 1

Continuation page

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

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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

Transdev plc

Address

Canon House, 27 London End, Beaconsfield, Buckinghamshire

Postcode

H P 9 2 H N

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

Charging Provisions

- 2 The Deed provides that all the security granted or created by the Deed is created in favour of the Lender as continuing security for the payment and discharge of the Secured Liabilities, with full title guarantee and shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Liabilities
- 3 Furthermore each of the mortgages, fixed charges or assignments created by paragraphs 4, 5 and 6 below are to be construed as separate and individual charges as if each right and asset referred to were separately charged by fixed charge in its own independent clause such that if any individual right or asset is, as a matter of law, charged by only a floating charge this will not prejudice the fixed charge security over any other rights or assets mentioned in the same clause, sub-clause or paragraph

Mortgage

- 4 The Deed includes a provision in which the Chargor charges by way of legal mortgage in favour of the Lender the following
- 4 1 each Property,
- 4 2 any other freehold or leasehold property now vested in the Chargor,
- 4 3 all buildings and fixtures (including trade fixtures, tenant's fixtures and fixed plant and machinery) on such land, and
- 4 4 all presently held vendor's liens, mortgages, charges, options, agreements and rights, titles and other legal interests in or over land of whatever description

continued at Section 6 of continuation page 1

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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 

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 DD1/350317 40

Company name Bond Pearce LLP

Address

Post town

County/Region

Postcode S O 1 5 1 G A

Country

DX DX 38517 Southampton 3

Telephone 0845 415 0000



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>Continued from Section 4 on page 1</p> <p>1 1 all payments due by the Chargor under the Working Capital Facility Agreement, and</p> <p>1 2 all legal and other costs, charges and expenses on a full indemnity basis which are incurred by the Lender in connection with the Secured Liabilities (as defined below) or the Working Capital Facility Agreement (subject to any limits and/or qualifications set out in the Working Capital Facility Agreement),</p> <p>("the Secured Liabilities")</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>Continued from Section 6 on page 2</p> <p>Fixed Charge</p> <p>5 The Deed also provides that the Chargor charges by way of fixed charge in favour of the Lender each of the following including all rights of enforcement of the same</p> <p>5 1 all estates or interests in freehold and/or leasehold land of whatever kind (whether legal or equitable) not effectively mortgaged under paragraph 4 above now or at any time during the continuance of the security created in the Deed belonging to or mortgaged or charged to the Chargor and all proceeds of sale derived therefrom,</p> <p>5 2 the benefit of all licences and agreements relating to any land to which the Chargor may be party or to which the Chargor may be entitled,</p> <p>5 3 all buildings and fixtures, all plant and machinery, all vehicles, computers and chattels, now or in the future owned by it and its interest in any vehicles and/or computers or other chattels in its possession (but not including any such chattels for the time being forming part of the Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>5 4 (to the extent the same do not fall within paragraph 6 below or are not effectively assigned under paragraph 6 1 below) all of its rights and benefits under each of the Secured Contractual Rights (as defined in paragraph 6 1),</p> <p>5 5 (to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to paragraph 6 2 below), the Insurances applicable to the Chargor and all Insurance Proceeds either now or in the future held by, written in favour of, or payable to the Chargor or in which the Chargor is otherwise interested,</p> <p>5 6 All Bank Accounts and all Bank Balances,</p> <p>5 7 all Investments together with all Distribution Rights from time to time accruing to or on such Investments and the proceeds from such Investments,</p> <p>5 8 all present and future Book Debts, other debts revenues and monetary claims of the Chargor and all rights and claims of whatever nature of the Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims,</p> <p>5 9 (to the extent that the Intellectual Property is incapable for any reason of being effectively assigned pursuant to paragraph 6 3 below), all Intellectual Property,</p> <p>5 10 the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with its business or the use of any of the Charged Property (to the extent that such authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such authorisations to the extent permitted by the terms of such authorisations and save in so far as any such authorisations are effectively subject to any valid assignment to the Lender pursuant to the Deed,</p> <p>5 11 all the goodwill and rights in relation to the uncalled capital of the Chargor,</p> <p>5 12 all present and future rights to rebate, repayment or reclaim of taxes or custom duties paid by the Chargor or any other person where the right is asserted or the claim made,</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>the entitlement to a rebate arises or the rebate becomes payable either outside the ordinary course of trading or after the Chargor has ceased to trade or after demand has been made by the Lender for repayment of any part of the Secured Liabilities, and</p> <p>5 13 all claims to which the Chargor is entitled or may be or become entitled to damages or compensation relating to the Charged Property or the return to the Chargor of its assets or property (including if recovered by a liquidator or administrator of the Chargor under statutory or other powers)</p> <p>Assignment by way of security</p> <p>6 Subject to a proviso for re-assignment on redemption (to the fullest extent capable of assignment) the Deed provides that the Chargor assigns absolutely to the Lender all its rights, title, interest and benefit existing now or in the future, in, to, under or in respect of the following assets</p> <p>6 1 all agreements, instruments or notices to which the Chargor becomes a party or in respect of which it has or may have any right, interest, title or benefit, either existing now or at any time in the future ("the Secured Contractual Rights"), including, without limitation</p> <p>6 1 1 the benefit of all representations, warranties, covenants, undertakings and indemnities under or in respect of such Secured Contractual Rights,</p> <p>6 1 2 all of its rights to receive payment of any amounts which may become payable to it pursuant or with respect to such Secured Contractual Rights,</p> <p>6 1 3 all payments received by it pursuant to, or with respect to, such Secured Contractual Rights,</p> <p>6 1 4 all its rights to serve notices and/or make demands pursuant to such Secured Contractual Rights and/or to take such steps as are required to cause payments to become due and payable thereunder or with respect to such Secured Contractual Rights,</p> <p>6 1 5 all of its rights of action in respect of any breach of such Secured Contractual Rights, and</p> <p>6 1 6 all of its rights to receive damages, compensation or obtain other relief, including in respect of any breach of or default in respect of such Secured Contractual Rights</p> <p>6 2 the Insurances and the benefit of all Insurance Proceeds other than any policies of insurance which are maintained for the benefit of third parties,</p> <p>6 3 any and all Intellectual Property together with all damages, compensation, remuneration, profit, royalties, fees, rent or income which any Chargor may derive from or be awarded or entitled to in respect of such Intellectual Property, and</p> <p>6 4 all of its right, title and interest in the Mortgaged Chattel Assets and the full benefit of all warranties, guarantees and contracts relating to the same</p> <p>Floating Charge</p> <p>7 The Deed provides for the following</p>	
7 1	Grant of Floating Charge	2

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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>The Chargor hereby charges in favour of the Lender, by way of first floating charge, all its undertaking and all its other property, assets and rights whatsoever and wheresoever both present and future (including all heritage property in Scotland) not effectively charged by way of legal mortgage or fixed charge pursuant to the provisions of paragraphs 4 and 5 above or effectively assigned by way of security pursuant to paragraph 6 above. The floating charge created by the Chargor ranks behind all the fixed charges created by the Chargor but in priority to any other security over the Chargor's assets</p> <p>7 2 Conversion by Notice</p> <p>If any of the following events occurs, the Lender may at any time by notice in writing to the Chargor convert the floating charge created pursuant to paragraph 7 1 above into a fixed charge as regards such assets as it shall specify in the notice</p> <p>7 2 1 an Event of Default is continuing,</p> <p>7 2 2 the Chargor has failed to comply with, or takes or threatens to take any action which in the reasonable opinion of the Lender is likely to result in a failure to comply with its obligations under Clause 6 of the Deed (Covenants), or</p> <p>7 2 3 the Lender believes that such assets are in danger of being seized or sold under any form of distress or any legal process or execution is being enforced against such assets or such assets are otherwise in jeopardy or imperilled, or</p> <p>7 2 4 if any circumstances shall occur which the Lender determines, imperils or threatens the security created by the Deed or is likely to do any of the foregoing</p> <p>7 3 Automatic conversion of floating charge</p> <p>In addition to any circumstances in which the floating charge created by paragraph 7 1 above will crystallise automatically under the general law, and without prejudice to the operation of paragraph 7 2 above</p> <p>7 3 1 if the Chargor takes any step to create any security on or over any Charged Property (which is the subject of the floating charge created by paragraph 7 1 above) without the prior written consent of the Lender such floating charge created by the Deed will automatically, without any notice being given under paragraph 7 2 above and immediately upon such event occurring, be converted into a fixed charge over the relevant Charged Property, and</p> <p>7 3 2 if the Chargor convenes any meeting of its members to consider a resolution to wind up or not to wind up the Chargor, or if any steps are taken to appoint a liquidator, Receiver or administrator or another similar officer in respect of the Chargor or any of its assets, such floating charge shall in like manner immediately upon the happening of such event be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Charged Property which is the subject of the floating charge created by paragraph 7 1 above</p> <p>7 4 Assets acquired after crystallisation</p> <p>Any asset acquired by the Chargor after any crystallisation of the floating charge created under the Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirm in writing to the contrary) be charged to the Lender by</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

way of first fixed charge

Further Assurances

8 The Deed notes that the Chargor must at its own expense promptly do all such acts and things and execute such documents (including deeds, assignments, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Lender may reasonably require in favour of the Lender or its nominee(s)

8 1 to perfect and protect (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by the Deed or for the exercise of any rights, powers and remedies of the Lender provided by the or any other deed or document or by law, or

8 2 to confer on the Lender security over any property or assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to the Deed, or

8 3 (in its absolute discretion) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Deed, or

8 4 where the Lender's rights of enforcement have arisen pursuant to Clause 7 of the Deed (Enforceability) otherwise for enforcing the same or exercising any of the Lender's rights, powers, authorities or discretions under the Deed,

and the Chargor shall take all such action as is available to it (including the making of all filings and registrations and the payment of all fees and taxes) as may be necessary for the creation, perfection protection, maintenance or enhancement of any security conferred or intended to be conferred on the Lender pursuant to the Deed

Negative Pledges

9 The Deed provides that the Chargor will not without the prior written consent of the Lender

9 1 create or attempt to create or permit to subsist any Security Rights in favour of anyone other than the Lender on the whole or any part of the Charged Property, or

9 2 sell, transfer, assign, factor, lease, lend or otherwise dispose of or part with possession in any way of all or any of its Charged Property or attempt or agree to do so, except that the restrictions contained in this paragraph 9 2 shall not apply to such Charged Property as is charged pursuant to paragraph 7 1 above only where the disposal is made in the ordinary course of trading as now carried on and for full value, or

9 3 in particular, it will not sell, assign, lease or lend or otherwise dispose of the Mortgaged Chattel Assets or any of the rights or assets specifically charged by way of a fixed charge by paragraph 5 above If any of the Mortgaged Chattel Assets or such other rights or assets shall be destroyed or lost then the Chargor agrees to replace the same and to execute such mortgage security over the replacement rights or assets as the Lender may require

Definitions

In this form the following words have the following meanings

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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>Bank Accounts any accounts (present and future) which the Chargor has, or has an interest in, with any bank, financial institution, or other person</p> <p>Bank Balances all monies (including interest) from time to time standing to the credit of any and all Bank Accounts and any other bank account in which the Chargor may at any time acquire any right, title, interest or benefit, and all debts represented by any such accounts</p> <p>Book Debts all book and other debts of any nature and all other rights to receive money (excluding Bank Balances) and the benefit of all rights, securities, guarantees and indemnities of any nature enjoyed or held by the Chargor in relation thereto, now or in the future owing or payable to the Chargor</p> <p>Charged Property all assets, property and undertakings from time to time subject to, or expressed to be subject to, the security interests created by the Deed</p> <p>Distribution Rights (a) all dividends, distributions, interest and other income paid or payable on the relevant Investment or Shares, (b) all shares or other property derived from the relevant Investment or Shares (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise), and (c) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Shares</p> <p>Event Default of an event set out in Clause 9 of the Working Capital Facility Agreement</p> <p>Insurances all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest</p> <p>Insurance Proceeds all proceeds of insurance payable to (or to the order of) or received by the Chargor</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

Intellectual Property

all rights present and future (and from time to time) in confidential information, copyright and similar or like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or unregistered, owned by the Chargor or in which the Chargor has an interest from time to time, and the benefit of the Chargor's applications and rights to use such assets, throughout the world

Investment

any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date of the Deed) now or in the future owned by the Chargor including (save where the context otherwise requires), the Shares as well as

(a) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

(b) any dividend or interest paid or payable to the Chargor, and

(c) any other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights

Mortgaged Chattel Assets

(without prejudice to the fixed charges created by paragraph 5 above) each of the assets itemised in Part 3 of Schedule 1

Property

the Real Property from time to time owned by the Chargor or in which the Chargor has an interest (including the Real Property, if any, specified in Part 1 of Schedule 1) together with (in every case) all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants

Real Property

any and all freehold and leasehold (whether registered or unregistered) and all commonhold and immovable property now or in the future (and from time to time) and any buildings or fixtures, fittings, fixed plant or machinery now or in the future (or from time to time) situated on or forming part of any such property

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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	<div data-bbox="408 472 1283 645"> <p>Receiver any receiver and manager or other receiver or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to Clause 8 4 1 of the Deed in respect of the Chargor or in respect of the Charged Property or any of them</p> </div>	

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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

Security Rights

any mortgage, charge, standard security, right in security, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking

Shares

all shares (if any) specified in Part 2 of Schedule 1 and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities now or in the future owned by the Chargor from time to time or any in which it has an interest

Working Capital Facility Agreement

the working capital facility agreement between the Chargor and the Lender for the provision of the Facility (as defined therein) dated on or about the date of the Deed

Schedule 1

Part 1 - None on the date hereof
Details of Property

Part 2 - None on the date hereof
Shares

Part 3 - None on the date hereof
Mortgaged Chattel Assets



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7269869
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 JULY 2011
AND CREATED BY PREMIER CARE DIRECT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO TRANSDEV PLC 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 8 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2011

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES