

MR01

Particulars of a charge

108466/23



Go online to file this information
www.gov.uk/companieshouse

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

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 there is no instrument. Use form MR00

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration with 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. **Do not send the original.**



A17 21/09/2017 #447
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 1 0 7 0 0 0 1 3

Company name in full Springfield Healthcare (Grove House) 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 Charge creation date

Charge creation date 1 8 / 0 9 / 2 0 1 7

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 R.A.O.B.G.L.E. Trust Corporation Limited

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.

MR01

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4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".
Brief description	The property known as The Grove House, Skipton Road, Harrogate, North Yorkshire HG1 4LA and registered at HM Land Registry under title number P20274.	Please limit the description to the available space.
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	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. <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
	Please sign the form here.	
Signature	Signature X <i>Lawrence</i> X	
	This form must be signed by a person with an interest in the charge.	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name
John Carter (ref. R1479/38)

Company name
Raworths LLP

Address
Eton House

89 Station Parade

HARROGATE

Post town
North Yorkshire

Country/Region

Postcode
H G 1 1 H F

Country

DX
DX 11960 Harrogate

Telephone
01423 566666

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10700013

Charge code: 1070 0013 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2017 and created by SPRINGFIELD HEALTHCARE (GROVE HOUSE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2017.

DJ.

Given at Companies House, Cardiff on 27th September 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

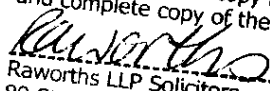
Dated 18 September **2017**

SPRINGFIELD HEALTHCARE (GROVE HOUSE) LIMITED

AND

R.A.O.B.G. L.E. TRUST CORPORATION LIMITED

LEGAL CHARGE

We certify that this copy is a true
and complete copy of the original

Raworths LLP Solicitors
89 Station Parade
HARROGATE HG1 1HF
20/9/2017

hadaway
firm

Contents

Clause	Page
1. Definitions and Interpretation	2
2. Covenant to Pay	5
3. Security	5
4. Discharge	5
5. Negative Pledge	5
6. Covenants	5
7. Appointment and Powers of Attorney	6
8. Protection of Third Parties	7
9. Notices	8
10. Transfers	8
11. Counterparts	8
12. Law and Jurisdiction	8
13. Registered Land	8

This Legal Charge is made on

18 September

2017

Between

- (1) **SPRINGFIELD HEALTHCARE (GROVE HOUSE) LIMITED** (CRN: 10700013) whose registered office is at 2 Fusion Court, Aberford Road, Garforth, Leeds, LS25 2GH (the "Chargor"); and
- (2) **R.A.O.B.G. L.E. TRUST CORPORATION LIMITED** (CRN: 00643710) whose registered office is at Grove House, Skipton Road, Harrogate, North Yorkshire, HG1 4LA (the "Chargee").

Now This Deed Witnesses and it is agreed and declared as follows:

1. **Definitions and Interpretation**

1.1. Definitions

In this Charge:

- "Charge"** means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge;
- "Competent Authority"** means any local authority, highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body;
- "Disposal"** means:
- (a) the transfer of a freehold interest in the whole or any part of the Property; or
 - (b) the grant of a lease over the whole or any part of the Property for a term equal to or exceeding 25 (twenty five) years;
- "Encumbrance"** means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind;
- "Full Title Guarantee"** has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;
- "LPA"** means the Law of Property Act 1925;
- "Permitted Disposal"** means:
- (a) any Disposal to a Competent Authority which acquires an interest in the Property

in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities to or from the Property and/or the granting of easements to such Competent Authority for any of the aforesaid purposes;

(b) any Disposal pursuant to a Statutory Agreement; or

(c) any Disposal of a Unit(s).

"Property"

means the property situate at and known as The Grove House, Skipton Road, Harrogate, North Yorkshire HG1 4LA registered under title number P20274;

"Receiver"

means an administrator, receiver and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise;

"Secured Liabilities"

means the sum of £2,500,000 due from the Chargor to the Chargee, pursuant to clauses 2.2(b) to 2.2 (g) (inclusive) of the contract for the sale of freehold land with vacant possession relating to The Grove House, Skipton Road, Harrogate, North Yorkshire, HG1 4LA dated on or about the date of this Charge and made between the Chargee and the Chargor together with all interest accruing in respect of those monies payable under the said contract;

"Statutory Agreement"

means all or any of the following as the case may be:

(a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section 38 and/or Section 278 and/or the Water Industry Act 1991 Section 104 or any provision to a similar intent;

(b) an agreement with a water undertaker or drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environmental Agency or an Internal Drainage Board within the meaning of the Water Resources Act 1991 or the Land

Drainage Act 1991 (or other appropriate authority as to water supply or drainage surface and/or foul water from the Property);

- (c) an agreement with any Competent Authority relating to other services;
- (d) a planning obligation whether entered into by agreement or otherwise in respect of and affecting the Property (whether or not also affecting other properties) pursuant to Section 106 of the Planning Act.

"Unit" means any individual unit of living space whether an apartment or dwelling.

1.2. Interpretation

In this Charge:

- 1.2.1. references to clauses are to be construed as references to the clauses of this Charge;
- 1.2.2. references to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- 1.2.3. words importing the singular are to include the plural and vice versa;
- 1.2.4. references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- 1.2.5. references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- 1.2.6. references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- 1.2.7. clause headings are for ease of reference only and are not to affect the interpretation of this Charge.

1.3. Clawback

If any amount paid by the Chargor in respect of the Secured Liabilities is avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to be irrevocably paid for the purpose of this Charge.

2. **Covenant to Pay**

The Chargor covenants with the Chargee that the Chargor will pay to the Chargee or discharge all Secured Liabilities on the due date or dates for payment.

3. **Security**

The Chargor, by way of legal mortgage, charges the Property to the Chargee with Full Title Guarantee as security for the payment and discharge of the Secured Liabilities.

4. **Discharge**

If the Chargor shall pay to the Chargee the Secured Liabilities in accordance with Clause 2 above, the Chargor and the Chargee agree that this Charge will immediately cease to have effect and the Chargee will duly discharge this Charge and the Chargee agrees that upon any sale or other disposal of the Property, all consents required of the Chargee to dispose of the Property shall be provided promptly and in any event within 3 business days of the request for same.

5. **Negative Pledge**

5.1. The Chargor shall not at any time, except with the prior written consent of the Chargee:

5.1.1. create or permit to subsist or arise any Encumbrance on or in relation to the Property (other than any Encumbrance created by this Charge); or

5.1.2. effect a Disposal, other than a Permitted Disposal.

6. **Covenants**

6.1. The Chargor covenants with the Chargee at all times during the continuance of the security created by this Charge:

6.1.1. to keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair and condition (fair wear and tear excepted);

6.1.2. to insure and keep insured the Property against loss or damage by fire and such other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and

6.1.3. to pay when due all rents, rent charges (if any), rates, taxes, charges, duties, and other outgoings charged, levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property.

7. Appointment and Powers of Attorney

- 7.1. If the Chargor fails to pay the Secured Liabilities when due or if requested by the Chargor, the Chargee may appoint by writing any person or persons (whether an officer of the Chargee or not) to be a Receiver of all or any part of the Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 7.2. The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Property.
- 7.3. The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 7.4. The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in addition to, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers) the Receiver shall have power in the name of the Chargor or otherwise to do the following things, namely:
- 7.4.1. to take possession of collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit;
- 7.4.2. to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
- 7.4.3. for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow moneys from the Chargee or others on the security of the Property or otherwise on such terms as he may in his absolute discretion think fit;
- 7.4.4. to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;
- 7.4.5. if the Property is leasehold to vary the terms of or surrender the lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Chargee on the terms of this Charge so far as applicable and to execute a formal legal charge over any such new lease in favour of the Chargee in such form as the Chargee may require;
- 7.4.6. to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property (either by public auction or private contract or otherwise) and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares, securities (of any other Chargor) or other investments payable at such time or times as he may in his absolute discretion think fit;

- 7.4.7. to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Chargor or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- 7.4.8. to make any arrangements or compromise which the Chargee or he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- 7.4.9. to make and effect all repairs and improvements to the Property;
- 7.4.10. to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same in relation to the Property;
- 7.4.11. to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Property;
- 7.4.12. to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit;
- 7.4.13. to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- 7.4.14. to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do;

provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Chargee shall in writing exclude the same whether in or at the time of his appointment or subsequently.

8. **Protection of Third Parties**

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

9. **Notices**

- 9.1. Every notice demand or other communication under this Charge shall be in writing and may be delivered personally or by letter despatched to the relevant party's address specified at the head of this Charge or to such other address as may be notified in accordance with this clause by the relevant party to the other party for such purpose.
- 9.2. Every notice demand or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch and (if delivered personally) at the time of delivery.

10. **Transfers**

Neither the Chargee nor the Chargor may assign or transfer any of their respective rights or obligations under this Charge or enter into any transaction which would result in any of those rights or obligations passing to another person.

11. **Counterparts**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

12. **Law and Jurisdiction**

- 12.1. This Charge is governed by and shall be construed in accordance with English law.
- 12.2. The Chargor and the Chargee agree that the Courts of England shall have jurisdiction to hear and determine any dispute or claim which may arise out of or in connection with this Charge and for such purposes hereby irrevocably submit to the jurisdiction of such Courts.

13. **Registered Land**

The Chargor hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [the Chargee] referred to in the charges register."

15 September 2017 RAOBGLE Trust Corporation Limited

Ward
Hodaway


In Witness of which the parties have executed this Agreement as a deed (but not delivered until the date hereof) on the date first before written.

Executed as a deed

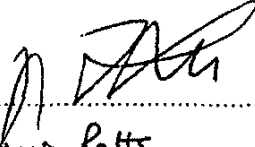
(but not delivered until the date hereof) by

**SPRINGFIELD HEALTHCARE (GROVE
HOUSE) LIMITED**

acting by:


.....
Director

In the presence of:

Witness Signature: 
.....

Name of Witness: *Naama Potts*
.....

Address: *Wood Meadow, 5 Wellington Place,
Leeds, LS1 4AP*
.....
.....

Executed as a deed

(but not delivered until the date hereof) by

R.A.O.B.G. L.E. TRUST CORPORATION LIMITED

acting by:

.....
Director

In the presence of:

Witness Signature:

Name of Witness:

Address:

.....