



Registration of a Charge

Company name: **LOUGHTON CARE CENTRE LIMITED**

Company number: **07861667**



X5C3M18R

Received for Electronic Filing: **27/07/2016**

Details of Charge

Date of creation: **27/07/2016**

Charge code: **0786 1667 0004**

Persons entitled: **HSBC BANK PLC**

Brief description: **LOUGHTON SPORTS HALL, RECTORY LANE, LOUGHTON IG10 3RY,
REGISTERED AT HM LAND REGISTRY WITH THE TITLE NUMBER
EX873988.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

STEPHENSON HARWOOD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7861667

Charge code: 0786 1667 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2016 and created by LOUGHTON CARE CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2016 .

Given at Companies House, Cardiff on 28th July 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Legal Mortgage

Dated 27 July 2016

(1) **Loughton Care Centre Limited**
(the **Chargor**)

and

(2) **HSBC Bank plc**
(the **Security Agent**)

This deed is dated 27 July 2016 between:

- (1) **Loughton Care Centre Limited**, a company incorporated under the laws of England and Wales with registered number 07861667 having its registered office at Millhouse, 32-38 East Street, Rochford, Essex SS4 1DB (the **Chargor**); and
- (1) **HSBC Bank plc** as trustee for the Secured Parties (the **Security Agent**).

This deed witnesses as follows:

1 Definitions and interpretation

1.1 Definitions

Words and expressions defined in the Facility Agreement and the Security Agreement have the same meanings in this Mortgage unless they are expressly defined in it, and in addition:

"Facility Agreement" means the facility agreement dated on or around the date of this Deed between, among others, the Chargor and others as Obligors, the Arranger, the Original Lenders, the Hedge Counterparty, the Agent and the Security Agent.

"Security Agreement" means the security agreement dated on or about the date of this Deed between the Chargor and others and the Security Agent.

1.2 Interpretation

This Mortgage takes effect as a deed even if it is signed under hand on behalf of the Security Agent.

2 Incorporation of provisions into each Legal Mortgage

Clauses 1.2 (*Construction*), 1.3 (*Third party rights*), 1.6 (*Incorporation of terms from the Facility Agreement*), 6 (*Positive covenants*), 7 (*Negative covenants*), 10 (*Enforcement*), 11 (*Appointment and powers of Receivers*), 12 (*Protection of purchasers*), 13 (*Protection of the Secured Parties and Receivers*), 14 (*Preservation of Security*), 15 (*Tacking for further advances*), 16 (*Further assurance*), 17 (*Power of attorney*), 18 (*Discharge of Security*), 20 (*Governing law*) and 21 (*Enforcement*) of the Security Agreement are deemed to form part of this Deed as if expressly incorporated into this Deed and as if references in those Clauses to (a) the Security Agreement were references to this Deed and (b) the Security Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to this Deed.

3 Nature of security created

All of the Security created under this Mortgage is created:

- 3.1 in favour of the Security Agent as trustee for the Secured Parties;
- 3.2 as a continuing security to secure the payment and discharge of all of the Secured Liabilities;

- 3.3 (except in the case of assets which are the subject of a legal mortgage under this Mortgage) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them; and
- 3.4 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4 Fixed security

The Chargor:

- 4.1 charges by way of first legal mortgage its Real Property including those listed in Schedule 1 (*Real Property charged by way of legal mortgage*);
- 4.2 charges, to the extent not subject to the charge by way of legal mortgage in clause 4.1, by way of first fixed charge its Real Property which it has now or which it owns and which it may subsequently acquire;
- 4.3 assigns absolutely, insofar as they are not charged by way of legal mortgage under Clause 4.1 above, all its rights and interests under or in respect of:
- 4.3.1 the Rental Income and any guarantee or indemnity of the Rental Income contained in or relating to any Lease Document;
- 4.3.2 each agreement, licence, contract, easement, option, guarantee, Security, warranty, covenant for title or other right or document relating to the use, disposal or acquisition of the property referred in the definition of Real Property or other asset or right relating to all Real Property, including the Real Property listed in Schedule 1 (*Real Property charged by way of legal mortgage*);
- 4.3.3 any Occupational Lease relating to the Real Property; and
- 4.3.4 any proceeds of sale of any Real Property.

5 Application to Land Registrar

The Chargor shall apply to the Land Registry in Form RX1 and consents to the registration against the registered titles specified in the Schedule (*Real Property charged by way of legal mortgage*) of:

- 5.1 a restriction in the following terms:

"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 [*the date of this Mortgage*] in favour of [*insert name of Security Agent*] referred to in the charges register or their conveyancer. (Form P)"; and

5.2 a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

6 Negative pledge

The Chargor shall not create or permit to subsist any Security over any Security Asset except for Permitted Security.

7 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1

Real Property charged by way of legal mortgage

Description address	Title Number
Loughton Sports Hall, Rectory Lane, Loughton IG10 3RY	EX873988

EXECUTION PAGE TO LEGAL MORTGAGE

The Chargor

Executed as a deed by **Loughton Care Centre Limited** acting by a director in the presence of:

REDACTED
SIGNATURE _____ Director

signature of witness REDACTED
SIGNATURE _____

HAENOOP ATILAK
print name _____

name K. GILL
print name of witness _____

address REDACTED
ADDRESS

The Security Agent

Signed for and on behalf of)
HSBC Bank plc)

EXECUTION PAGE TO LEGAL MORTGAGE

The Chargor

**Executed as a deed by Loughton
Care Centre Limited acting by a
director in the presence of:**

_____ Director
signature

signature
of witness _____

_____ print name

name _____
print name of witness

address

The Security Agent

Signed for and on behalf of
HSBC Bank plc

REDACTED
SIGNATURE
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