

MR01

Particulars of a charge



Companies House

026212/52

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

☒ **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 MR08

For further information, please
refer to our guidance at
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. It will be scanned and placed on the public record. **Do not send the original**



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11/03/2016

#188

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 4 0 7 6 3 5 5 ✓

Company name in full Lakewood Limited ✓

For official use
14
→ **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 0 8 0 3 2 0 1 6 ✓

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 HSBC Bank plc ✓

Name

Name

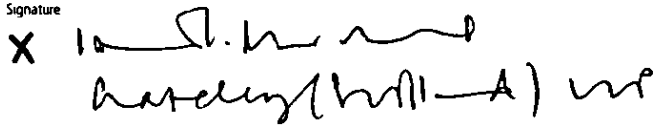
Name

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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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" Please limit the description to the available space
Brief description	The Freehold Land and buildings known as The Sycamores Nursing Home, Birmingham Road, Wolverhampton registered under title number WM678686 <div style="text-align: right;">✓</div>		
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <div style="text-align: right;">✓</div>	
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 <div style="text-align: right;">✓</div> 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 <div style="text-align: right;">✓</div>	
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 <div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; justify-content: space-between;"> X  X </div> </div> This form must be signed by a person with an interest in the charge	

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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 **Iain Grieve**

Company name **Gateley (Scotland) LLP**

Address **19 Canning Street**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 E H**

Country **UK**

DX **ED 27 Edinburgh**

Telephone **0131 222 1816**



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 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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4076355

Charge code: 0407 6355 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2016 and created by LAKEWOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2016.

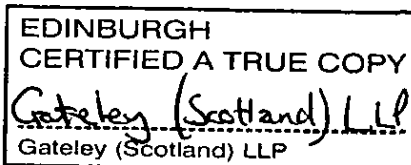
Given at Companies House, Cardiff on 17th March 2016



Companies House



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



Checker's Initial	
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HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this mortgage What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to you or grants to you in the future They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC Bank plc , for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC Bank plc on your behalf
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

This Mortgage is an important legal document HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage

Direct Legal Mortgage A1d

Bank ref G Forsyth

Bank ref: G Forsyth

THIS LEGAL MORTGAGE dated the **8 MARCH** day of **Two**
thousand and sixteen

BETWEEN Mortgagor **LAKEWOOD LIMITED** Number 4076355 ("you")

and HSBC Bank plc ("the Bank"), whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P O Box 6304, Coventry CV3 9JY as Security Agent for the Secured Parties (and such term shall include its permitted assignees and transferees including, without limitation, any person for the time being appointed as Security Agent in accordance with the terms of the Facility Agreement and all as defined in the Facility Agreement)

Expenses means all costs and liabilities incurred by or imposed on any Finance Party in any way relating to or arising out of (i) its enforcement or preservation of the obligations of the Mortgagor in terms of this Legal Charge, (ii) any exercise or non-exercise by any Finance Party of any power or discretion conferred by this Legal Mortgage upon it in relation to the property or any part of the Property, and (iii) the preparation and execution of this Legal Charge and any variation, restriction or discharge of this Legal Charge and, where any of such deeds are recorded or registered, the recording or registration of such deeds

Facility Agreement means the facility agreement dated on or around the date hereof between The Holmes Care (Group) Limited (1) the Bank (2) and others named therein (3)

Finance Document has the meaning given to that term in the Facility Agreement

Finance Party has the meaning given to that expression in the Facility Agreement

Secured Party has the meaning given to that expression in the Facility Agreement

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("**the Conditions**") which are incorporated in this Mortgage and of which you acknowledge receipt The Property and other assets and the Debt are described and defined below

The Main Subject Matter of this Mortgage

1 The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (a) the Property **THE SYCAMORES NURSING HOME, BIRMINGHAM ROAD, WOLVERHAMPTON**
registered at H M Land Registry with title number **WM678686**,
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions,
- (d) any goodwill of any business from time to time carried on at the Property,
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you

2 The Debt which is secured on the Property and other assets

The Debt is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or in any other capacity whatsoever or as the equivalent obligor under the laws of any other jurisdiction) of the Mortgagor to any Secured Party under each Finance Document and includes all interest, Expenses and charges now due and that may become due to the Security Agent by the

Mortgagor ("the Debt") The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank

3 Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above,

"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 **8 MARCH 2016**

in favour of HSBC Bank plc referred to in the Charges Register "

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

EXECUTED as a DEED by)
LAKEWOOD LIMITED by a director)
in the presence of a witness)
)
)
)

Signature

Name (block capitals)

Director

Witness
signature

Witness
name
(block
capitals)

Witness
address

HBJ Gateley
107 West Regent Street
Glasgow G2 2BA
Tel: 0141 221 2300