

MG01

Particulars of a mortgage or charge

723720/65



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 register
particulars of a charge on a
company. To do this, use form
MG01s

FRIDAY



A21RHJSO
A13 08/02/2013 #56
COMPANIES HOUSE

use
uk

1 Company details

Company number 04174718

Company name in full Cleeve Hill Healthcare Limited

→ **Filling 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 03/01/2013

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

4 Amount secured

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

Amount secured All obligations for the payment or repayment by the Company to
Barclays Bank plc (the "Bank") of money in any currency, whether
present or future, actual or contingent, joint or several, whether
incurred as principal or surety or in any way whatsoever, including
any liability (secured or unsecured) of the Company to a third party
which subsequently becomes payable to the Bank by assignment or
otherwise and including principal interest, commission, fees and
other charges now or in the future due, owing or incurred (before or
after that demand) by the Company to the Bank in any manner

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

MG01**Particulars of a mortgage or charge****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

Barclays Bank plc

Address

1 Churchill Place, London

Postcode

E 1 4 5 H P

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

- 1 1 The Company charges to Barclays Bank plc (the "Bank") with full title guarantee with the payment or discharge of all Indebtedness
- 1 1 1 by way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at HM Land Registry,
- 1 1 2 by way of fixed charge
- a) all freehold and leasehold Land in England and Wales now vested in the Company and registered at HM Land Registry,
 - b) all other Land which is now, or in the future becomes, the Company's property,
 - c) all plant and machinery now or in the future attached to any Land,
 - d) all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land,
 - e) all the Company's Securities,
 - f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company
 - which relate to Assets themselves subject to a fixed charge in the Bank's favour, or
 - which are now or in the future deposited by the Company with the Bank, together with all the Company's rights and interest in these contracts and policies (including the benefit of all claims arising and all money payable under them),
 - g) all the Company's goodwill and uncalled share capital for the time being,
 - h) all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others,
 - i) the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world,
 - j) all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world,
 - k) all trade debts now or in the future owing to the Company,

See continuation page

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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

None

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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).


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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 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 **Emily Watson**

Company name **Charles Russell LLP**

Address **Compass House**

Lypiatt Road

Post town **Cheltenham**

County/Region **Gloucestershire**

Postcode

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Country **United Kingdom**

DX **DX 7442 Cheltenham**

Telephone **01242 221122**

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 created by a Limited Liability Partnership (LLP)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- l) all other debts now or in the future owing to the Company save for those arising on fluctuating accounts with associates (as defined in section 1152(3) of the Companies Act 2006),
- m) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Asset itself subject to a fixed charge in the Bank's favour,
- 1 1 3 by way of floating charge
- a) all the Company's assets which are not effectively charged by the fixed charges detailed above, and
- b) without exception all the Company's Assets insofar as they are situated for the time being in Scotland, but in each case so that the Company shall not without the Bank's prior written consent
- create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge),
 - with respect to any of the Floating Charge Assets the Company may not, except with the Bank's prior written consent, create or attempt to create any fixed or floating security of any kind or any trust over any of the Company's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Company's Assets,
 - sell, transfer part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

Interpretation

"**Assets**" means all of the Company's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

"**Floating Charge Assets**" means those of the Company's Assets that are for the time being comprised in the floating charge created by clause 1 1 3 above, but only insofar as concerns that floating charge,

"**Indebtedness**" includes any obligation for the payment or repayment by the Company to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Company to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges,

"**Intellectual Property**" means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and in each case, any extensions and renewals of, and any applications for, these rights,

"**Land**" includes freehold and leasehold, and any other interest or estate in, land an (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"**Securities**" means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than one of you) and all other investments as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000

- which now or in the future represent a holding in a subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or
 - the certificates for which are now or in the future deposited by the Company with the Bank or which, if uncertificated, are held in an escrow or other account in the Bank's favour or held in the Bank's name or that of the Bank's nominee or to the Bank's order,
- including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4174718
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JANUARY
2013 AND CREATED BY CLEEVE HILL HEALTHCARE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 FEBRUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY
2013

Do



Companies House



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