



Registration of a Charge

Company name: **LARCH BOSS LTD**

Company number: **05085790**



XA0H1WQH

Received for Electronic Filing: **17/03/2021**

Details of Charge

Date of creation: **17/03/2021**

Charge code: **0508 5790 0027**

Persons entitled: **NATWEST MARKETS PLC (FORMERLY THE ROYAL BANK OF SCOTLAND PLC) IN ITS CAPACITY AS SECURITY AGENT**

Brief description: **SUPPLEMENTAL TO THE PREVIOUS SECURITY AGREEMENT DATED 21 NOVEMBER 2013 (AND REGISTERED AT COMPANIES HOUSE WITH CHARGE CODE 0508 5790 0023), THE FREEHOLD LAND (AND ALL ASSOCIATED RIGHTS AND BENEFITS) BEING THE LAND ON THE NORTH EAST SIDE OF NAYLAND ROAD, GREAT HORKESLEY TO BE ASSIGNED BY HM LAND REGISTRY ON REGISTRATION OF THE TRANSFER OF PART OF TITLE NUMBER EX729644 DATED 17 MARCH 2021. FOR FURTHER INFORMATION, REFER TO THE INSTRUMENT.**

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: **BURGES SALMON LLP (LA05)**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5085790

Charge code: 0508 5790 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2021 and created by LARCH BOSS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2021 .

Given at Companies House, Cardiff on 18th March 2021

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

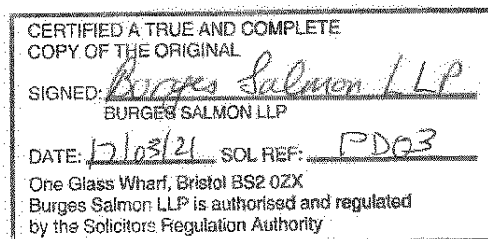
SUPPLEMENTAL SECURITY AGREEMENT

dated 17 MARCH 2021

LARCH BOSS LTD
and
NATWEST MARKETS PLC

relating to
the freehold land being the land on the north east side of Nayland Road, Great Horkeley.

Linklaters



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THE SCHEDULE

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THIS SUPPLEMENTAL DEED is dated 17 March 2021 and is made between:

- (1) **LARCH BOSS LTD** (Registered number 05085790) (the "**Chargor**");
- (2) **LARCH (NURSING HOMES) LTD** (formerly known as London & Regional (Nursing Homes) Limited) (Registered number 05007226) (the "**Borrower**");
- (3) **THE ROYAL BANK OF SCOTLAND PLC** as agent for the Finance Parties (the "**Agent**"); and
- (4) **NATWEST MARKETS PLC** (formerly **THE ROYAL BANK OF SCOTLAND PLC**) (the "**Security Agent**") as security trustee for the Finance Parties.

BACKGROUND:

- (A) This Deed is supplemental to a security agreement (the "**Security Agreement**") dated 21 November 2013 between, among others, the Chargor and the Security Agent.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Construction

- (a) Capitalised terms defined in the Security Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.3 (*Construction*) of the Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Security Agreement will be construed as references to this Deed.
- (c) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of the Chargor;

- (iii) is security for the payment of all the Secured Liabilities; and
- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(b) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.2 Security

(a) The Chargor charges by way of a first legal mortgage all estates or interests in the real property specified in Schedule 1 (*Real Property*).

(b) A reference in this Clause 2 to a mortgage of any real property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Land Registry

(a) The Chargor consents to a restriction in the following terms being entered on the Register of Title relating to the real property specified in Schedule 1 (*Real 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 17 March 2021 in favour of NATWEST MARKETS PLC referred to in the charges register."

(b) The Chargor consents to the obligation to make further advances being entered on the Register of Title relating to the real property specified in Schedule 1 (*Real Property*).

3. SUPPLEMENTAL SECURITY

3.1 Incorporation

- (a) The Security Agreement shall be read together with this Deed.
- (b) The terms of clause 3 (*Restrictions on dealings*) to clause 27 (*Remedies, Waivers and Determinations*) (inclusive) of the Security Agreement are deemed to be incorporated into this Deed as if set out in full in this Deed (with all necessary modifications).

3.2 Confirmation

The Chargor confirms that, as security for the payment of the Secured Liabilities, it has charged (by way of first fixed charge) or assigned absolutely (subject to a proviso for re-assignment on redemption) in favour of the Security Agent the assets relating to the property specified in Schedule 1 (*Real Property*) and referred to in clause 2.1(a)(iii) (*Creation of Security Interests*) to clause 2.1(a)(x) (*Creation of Security Interests*) (inclusive) and clause 2.2 (*Assignment*) of the Security Agreement.

3.3 Designation

The Borrower and the Agent designate this Deed as a Finance Document.

4. **GOVERNING LAW**

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
REAL PROPERTY

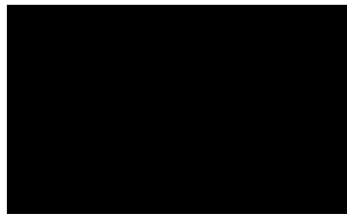
Property	Freehold/Leasehold	Title Number
The freehold land (and all associated rights and benefits) being the land on the north east side of Nayland Road, Great Horkesley.	Freehold	To be assigned by HM Land Registry on registration of the transfer of part of title number EX729644 dated 17 MARCH 2021 between (1) George Braithwaite and Kathryn De La Garza; and (2) Larch Boss Ltd.

SIGNATORIES

Chargor

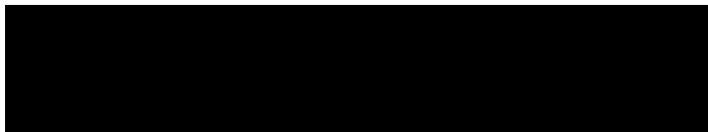
Executed as a Deed by:

LARCH BOSS LTD acting by



Director

In the presence of:



Name of Witness

Address of Witness

Occupation of Witness

CLARE MADDISON
10 THE MEWS, QUENBOROUGH
HALL DRIVE, QUENBOROUGH,
COMMUNICATIONS
OFFICER, LE7 3DZ

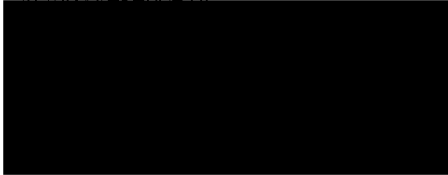
Security Agent

Executed as a deed by a duly authorised
attorney for

NATWEST MARKETS PLC

as Security Trustee for and on behalf of the
Finance Parties

in the presence of:



Name of Witness

Address of Witness

Occupation of Witness



as attorney for **NATWEST MARKETS PLC**

BYRON CREEVE
50 HAMMERSLEY RD
LONDON, E16
LECTURER

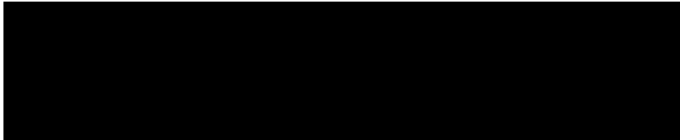
Borrower

Executed as a Deed by

LARCH (NURSING HOMES) LTD
acting by



In the presence of:



Name of Witness

Address of Witness

Occupation of Witness

CLARE MADDISON
10 THE MEWS, QUENIBOROUGH MALL
DRIVE, QUENIBOROUGH, LE7 3DZ
COMMUNICATIONS OFFICER

Agent

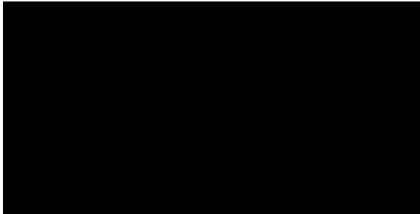
Executed as a deed by
a duly authorised attorney for

THE ROYAL BANK OF SCOTLAND PLC

as Agent for and on behalf of the Finance
Parties



as attorney for **THE
ROYAL BANK OF SCOTLAND PLC**



Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

BYRON CREESE
50 HAMMERSLEY RD
LONDON, E14
LECTURER