

MR01

Particulars of a charge

004567 / 13



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 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

WEDNESDAY



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04/12/2013

#179

COMPANIES HOUSE

For official use

1

Company details

Company number 5 1 3 9 8 9 7

Company name in full LARCH LIFE NO 1 (UK) LTD

→ **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 d2 d5 m1 m1 y2 y0 y1 y3

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 THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY
TRUSTEE)

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Warren Park Nursing Home, Anthony Road, Largs, registered in the Land Register of Scotland under Title Number AYR35522

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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

☐

① This statement may be filed after the registration of the charge (use form MR06)

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Signature

Please sign the form here

Signature

Signature

X 

PARTNER FOR PINSENT MASONS LLP

X

This form must be signed by a person with an interest in the charge

MR01**Particulars of a charge****Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **IAN LYALL**

Company name **PINSENT MASONS LLP**

Address **PRINCES EXCHANGE**

1 EARL GREY STREET

Post town **EDINBURGH**

County/Region

Postcode **E H 3 9 A Q**

Country

DX **DX ED 723301 EDINBURGH 43**

Telephone **0131 777 7000**

**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: 5139897

Charge code: 0513 9897 0064

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th November 2013 and created by LARCH LIFE NO.1 (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th December 2013.

Given at Companies House, Cardiff on 6th December 2013



Companies House



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

STANDARD SECURITY

by

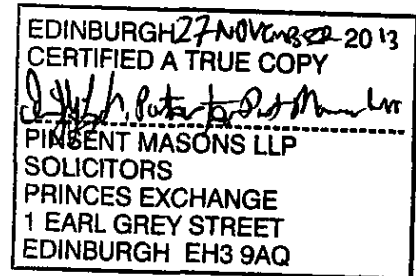
LARCH LIFE NO. 1 (UK) LTD

in favour of

THE ROYAL BANK OF SCOTLAND plc (as Security Trustee)

Subjects: Warren Park Nursing Home (otherwise known as Warren Park Care Centre), Anthony Road, Largs (Title Number AYR35522).

KA30 8EQ



Pinsent Masons

Pinsent Masons LLP

Princes Exchange

1 Earl Grey Street

Edinburgh

EH3 9AQ

Tel +44 (0)131 777 7000

Fax +44 (0)131 777 7003

Web Site <http://www.pinsentmasons.com>

STANDARD SECURITY BY LARCH LIFE NO 1 (UK) LTD IFO RBS OVER WARREN PARK NURSING HOME DOC

WE, LARCH LIFE NO 1 (UK) LTD (sometime named Cannon Life No 1 (UK) Limited and then LR Life No 1 (UK) Limited conform to Certificate of Incorporation on Change of Name dated 28 October, 2005 and now Larch Life No 1 (UK) Ltd conform to Certificate of Incorporation on Change of Name dated 20 November, 2012), incorporated under the Companies Acts with Company Number 5139897 and having our Registered Office at Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW (hereinafter referred to as the "Grantor") CONFIRM and DECLARE that, in this Standard Security

(a) unless the context otherwise requires or unless otherwise defined or provided for, words and expressions shall have the same meanings as are attributed to them under the Facilities Agreement (as hereinafter defined),

(b) the following words and expressions shall have the respective meanings given to them, namely -

"Agent" means The Royal Bank of Scotland plc, a company incorporated under the Companies Acts (company number SC090312) and having its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB as agent for the Finance Parties, which expression shall include any successor agent, permitted assignee and permitted transferee,

"Borrower" means Larch (Nursing Homes) Limited, incorporated in England and Wales under the Companies Acts (Registered Number 05007226) and having its Registered Office at Quadrant House, Floor 6, 4 Thomas More Square, London, E1W 1YW,

"Facilities Agreement" means the £355,000,000 facilities agreement originally dated 13 October 2005 (as previously amended pursuant to supplemental agreements dated 3 March 2006, 10 November 2008 and 20 November 2008) as amended and restated by the amendment and restatement agreement on or about the date of this Standard Security, between the Borrower as borrower, the Guarantors, the Lenders and the Royal Bank of Scotland plc as Hedging Bank, Agent and Security Trustee,

"Finance Document" has the meaning given to the term "Finance Document" in the Facilities Agreement,

"Finance Party" means the Agent, the Hedging Bank, the Security Trustee or a Lender and **"Finance Parties"** means all of them,

"Guarantors" means the companies detailed in Schedule 6 of the Facilities Agreement,

"Hedging Bank" means The Royal Bank of Scotland plc a company incorporated under the Companies Acts (Registered Number SC090312) and having its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB as counterparty under the Hedging Agreements,

"Lenders" means the lenders detailed in Schedule 1 of the Facilities Agreement,

"Obligors" means the Borrower and the Guarantors (each being an "Obligor"),

"Secured Liabilities" means all present and future debts, claims, liabilities and obligations due, owing or incurred by the Grantor or an Obligor to any Finance Party under or in connection with any Finance Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise),

"Security Trustee" means The Royal Bank of Scotland plc, a company incorporated under the Companies Acts (Registered Number SC090312) and having its registered address at 36 St Andrew Square, Edinburgh, EH2 2YB for itself as a Finance Party and in its capacity as security trustee for the Finance Parties, which expression shall include any successor security trustee appointed from time to time, and

(c) the provisions of Clause 1.2 (*Construction*) of the Facilities Agreement apply to this Standard Security as though they were set out in full in this Standard Security, except that references to the Agreement are construed to be references to this Standard Security,

(d) any reference in this Standard Security to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument.

And WE the Grantor HEREBY UNDERTAKE to the Security Trustee to pay and discharge the Secured Liabilities, For which we the Grantor GRANT a Standard Security in favour of the Security Trustee over ALL and WHOLE the subjects known as and forming Warren Park Nursing Home, Anthony Road, Largs, registered in the Land Register of Scotland under Title Number AYR35522, TOGETHER WITH (One) the fittings and fixtures in and upon the said subjects, (Two) the pertinents, rights and privileges, and (Three) the Chargor's whole right, title and interest, present and future, in and to the said subjects and others (which said subjects hereinbefore described are hereinafter referred to as the "Property"), The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being shall apply, And we the Grantor agree that the Standard Conditions shall be varied in so far as lawful and applicable by the Facilities Agreement under declaration that, in the event of there being any inconsistency between the Standard Conditions and the Facilities Agreement, the terms of the Facilities Agreement shall prevail, And we the Grantor grant warrandice, And we the Grantor consent to the registration of these presents for preservation and execution IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows -

SUBSCRIBED for and on behalf of
LARCH LIFE NO 1 (UK) LTD
at ^{LONDON}
on the ^{15th} day
of ^{November} 2013
by


GUY L. BIGNEU
MASSON

Director

Full Name



Witness

MEHMOUD / GOKAL

Full Name

ONE JILK ST

Address

LONDON