



Registration of a Charge

Company name: **LARCH LIFE NO.1 (UK) LTD**

Company number: **05139897**



X9BR3H29

Received for Electronic Filing: **19/08/2020**

Details of Charge

Date of creation: **19/08/2020**

Charge code: **0513 9897 0065**

Persons entitled: **NATWEST MARKETS PLC (FORMERLY THE ROYAL BANK OF SCOTLAND PLC) AS SECURITY TRUSTEE**

Brief description: **BY WAY OF FIRST LEGAL MORTGAGE, SUPPLEMENTAL TO THE SECURITY AGREEMENT DATED 21 NOVEMBER 2013 AND REGISTERED AT COMPANIES HOUSE WITH CHARGE CODE 0513 9897 0057, THE FREEHOLD LAND AND BUILDINGS KNOWN AS GARDEN COTTAGE, DUNGATE MANOR, REIGATE HEATH, REIGATE, RH2 8QR BEING THE WHOLE OF THE LAND REGISTERED UNDER THE TITLE NUMBER SY777242. REFER TO THE INSTRUMENT FOR FURTHER INFORMATION.**

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: 5139897

Charge code: 0513 9897 0065

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th August 2020 and created by LARCH LIFE NO.1 (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th August 2020 .

Given at Companies House, Cardiff on 20th August 2020

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 19 AUGUST 2020

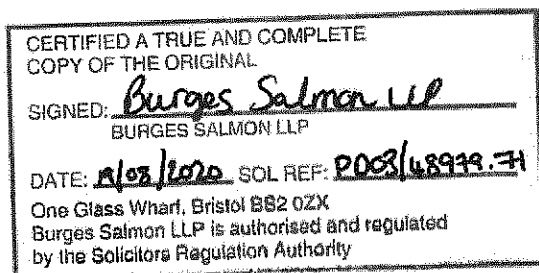
LARCH LIFE NO.1 (UK) LIMITED

and

NATWEST MARKETS PLC

relating to

the land and buildings known as Garden Cottage, Dungate Manor, Reigate Heath, Reigate,
RH2 8QR being the whole of the land registered under the title number SY777242.



Linklaters

Ref: L-189549

Linklaters LLP

CONTENTS

CLAUSE	PAGE
1. Definitions and interpretation	1
2. Creation of security	1
3. Supplemental Security	2
4. Governing law	3

THE SCHEDULE

SCHEDULE	PAGE
Schedule 1 Real Property	4

THIS SUPPLEMENTAL DEED is dated 19.08. 2020 and is made between:

- (1) LARCH LIFE NO.1 (UK) LIMITED (Registered number 05139897) (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 _____ in favour of NATWEST MARKETS PLC as security trustee referred to in the charges register or signed on such proprietor's behalf by an authorised signatory of NATWEST MARKETS PLC."

- (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 land and buildings known as Garden Cottage, Dungate Manor, Reigate Heath, Reigate, RH2 8QR being the whole of the land registered under the title number SY777242	Freehold	SY777242

SIGNATORIES

Chargor

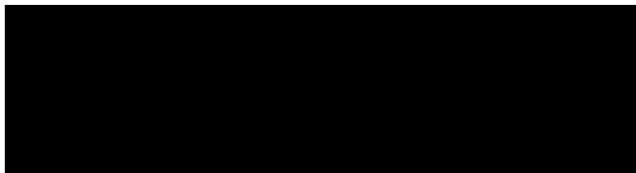
Executed as a Deed by

LARCH LIFE NO.1 (UK) LIMITED
acting by



Director

In the presence of:



Name of Witness

Address of Witness

Occupation of Witness

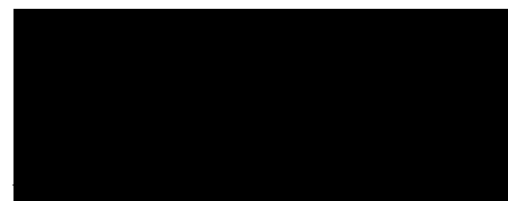
CLARE MADDISON
10 THE MEWS, QUENIBOROUGH
HALL DRIVE, LE7 3DZ
COMMUNICATIONS OFFICER

Security Agent

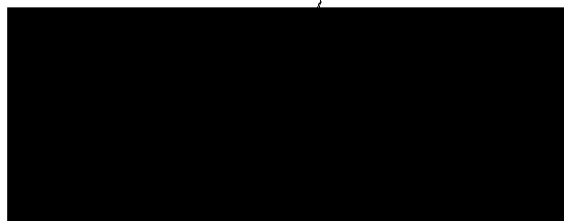
Executed as a deed by a duly authorised
attorney for

NATWEST MARKETS PLC

as Security Trustee for and on behalf of the
Finance Parties



as attorney for **NATWEST MARKETS PLC**



Name of Witness

Address of Witness

Occupation of Witness

BYRON CREESE
50 HAMMERSLEY
ROAD, LONDON, E 16,
SCIENCE RE-SEARCHER

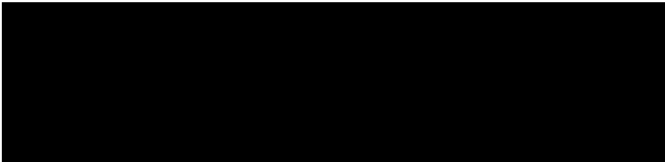
Borrower

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
HALL DRIVE, 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

in the presence of

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

Name of Witness

Address of Witness

Occupation of Witness

Byron CREED
50 HAMMERSLEY
Rd. London, E16
SCIENCE RESEARCH