

MG06

Particulars of a charge subject to which property has
been acquired

20562813



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 charge subject to
which property has been acquired

☐ **What this form is NOT for**
You cannot use this form if you
submitting particulars of a charge
subject to which property has
acquired for a company registered
in Scotland To do this, please use
form MG06s



A2Z1KTQB

A20

07/01/2014

#153

COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 5 2 7 4 9 2 4

Company name in full Total Care Alliance Limited (the "Company")

For official use

0041

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d 0 5 m 0 7 y 2 0 y 1 2 ✓

3 Description of the instrument (if any) creating or evidencing the charge

Description ☒ A Legal Charge entered into between SACCS Limited ("SACCS") and
Clydesdale Bank Plc (trading as Yorkshire Bank (the "Bank") dated 5
July 2012 (the "Legal Charge")

**Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be**

4 Date of acquisition of the property which is subject to the charge

d 3 1 m 1 2 y 2 0 y 1 3

5 Amount secured

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

Continuation page

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

Amount secured All present and future obligations and liabilities (including without limitation all sums of principal,
interest and expenses) whether actual or contingent whether owed solely or jointly and whether as
principal debtor, guarantor, cautioner, surety, indemnifier or otherwise (or the equivalent in any
other relevant jurisdiction) of SACCS to the Bank and in whatever manner and on any account (the
"Secured Liabilities")

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6**Mortgagee(s) or person(s) entitled to the charge**

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

Clydesdale Bank PLC ✓

Address

30 St Vincent Place

Glasgow

Postcode

G 1 2 H L

Name

Address

Postcode

Name

Address

Postcode

7**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 Charged Property

a The Fields, Great Ness, Shrewsbury, SY4 2LE (title number SL49412)

b 146 Underdale Road, Shrewsbury SY2 5EG (title number SL67859)

c Inscape, Plealey Road, Longden, Shrewsbury SY5 8ET (title number SL82466)

d Greenlands, Prescott Road, Prescott, Baschurch, Shrewsbury SY4 2DP (title number SL88893)

e Sandiway, Ryton, Dorrington, Shrewsbury SY5 7LW (title number SL135577)

f Land on the South West side of Fairfields (aka The Meadows), Soutlon Road, Wem, Shrewsbury (title number SL181504)

g Grove Cottage, 21 Grove Road, Atherstone, CV9 1DP (title number WK360421)

h 69 Lullington Road, Overseal, Swadlingcote, DE12 6NG (title number DY129987)

i 201 Forest Road, Coalville LE67 3SP (title number LT221380)

j 24 Montley, Wilnecote, B77 4JF (title number SF251136) ✓

k 2 The Meadows, Mytton Lane, Shawbuey SY4 4HS (title number SL752)

being the property more particularly described in the schedule to the Legal Charge and any part of it or them (the "Property")

2 Charge

2 1 SACCS as security for the due and punctual payment and performance of the Secured Liabilities and with full title guarantee has been by means of the Legal Charge charged to the Bank

2 1 1 by way of legal mortgage the Property (with the intent that the security shall extend to and include SACCS' full interest in the Property or in the proceeds of the sale thereof), together with all buildings and fixtures (including trade and tenant's fixtures) which are at any time on or attached to the Property

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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 866)

9

Signature

Please sign the form here

Signature

Signature

✓ X  X

For and on behalf of T & H Secretarial Services Limited

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

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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 **Alison Chivers**

Company name **Trowers & Hamlins LLP**

Address **3 Bunhill Row**

Post town **London**

County/Region

Postcode **E C 1 Y 8 Y Z**

Country **UK**

DX **774 London/City**

Telephone **0207 423 8000**

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 deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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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7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>2 1 2 by way of assignment all rental and other money payable under any lease, licence or other interest created in respect of the Property,</p> <p>2 1 3 by way of fixed charge all plant, machinery and other items legally and beneficially owned by SACCS, whether at the time of the grant of the Legal charge or in the future,</p> <p>2 1 4 by way of fixed charge all rights and interest in and claims under all insurance contracts or policies now or in the future held and affecting the Property (including all money payable under them),</p> <p>2 1 5 by way of fixed charge and goodwill relating to the Property or the business or undertaking conducted at the Property,</p> <p>2 1 6 by way of fixed charge the entitlement of SACCS (by virtue of an estate or interest in the Property) to any share or shares in any company connected with the Property when issued and all rights, benefits and advantages at any time arising in respect of the shares and SACCS shall (if the Bank so requires) transfer such shares to the Bank or as the Bank shall direct and shall deposit certificates relating to the shares with the Bank, and</p> <p>2 1 7 by way of floating charge all moveable plant, machinery, furniture, furnishings, tools, equipment and other goods now or at any time after the date of the Legal Charge placed on or in or used in connection with the Property or the business or undertaking conducted at the Property</p> <p>✓ 3 Negative Pledge SACCS has covenanted with the Bank that SACCS will not without the prior consent in writing of the Bank, create or allow to subsist any Encumbrance (other than a Permitted Encumbrance) In the event that SACCS creates any Encumbrance in breach of this prohibition the Legal Charge shall rank in priority to that Encumbrance</p> <p>"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, lien, encumbrance, hypothecation, security interest, title retention or other preferential right having the effect of creating security</p> <p>"Permitted Encumbrance" means</p> <p>(a) a fixed security in favour of the Bank</p> <p>(b) any Encumbrance arising by operation of law, and</p> <p>(c) an Encumbrance consented to in writing by the Bank</p>



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5274924

CHARGE NO. 41

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE FOR ALL SUMS
DUE OR TO BECOME DUE SECURED ON THE PROPERTY
ACQUIRED BY TOTAL CARE ALLIANCE LIMITED ON THE 31
DECEMBER 2013 WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 JANUARY
2014

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2014

DX



Companies House



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