



Registration of a Charge

Company name: **FOX STRATEGIC LAND AND PROPERTY LIMITED**

Company number: **06254195**



X51ECZGX

Received for Electronic Filing: **24/02/2016**

Details of Charge

Date of creation: **22/02/2016**

Charge code: **0625 4195 0002**

Persons entitled: **SITARA FINANCE LIMITED (IN ITS CAPACITY AS SECURITY AGENT)**

Brief description: **REAL PROPERTY AS LISTED IN SCHEDULE 1 PART 1 OF THE DEBENTURE DATED 9 OCTOBER 2015 AND REPLACEMENT PROPERTIES AS LISTED IN SCHEDULE 2 OF THE DEED OF VARIATION DATED 22 FEBRUARY 2016.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **FLADGATE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6254195

Charge code: 0625 4195 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2016 and created by FOX STRATEGIC LAND AND PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2016 .

Given at Companies House, Cardiff on 25th February 2016

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



Date: 22 FEBRUARY 2016

DEED OF VARIATION

THE COMPANIES NAMED HEREIN AS THE
CHARGORS

and

SITARA FINANCE LIMITED

Ref: EHW/28024/0009

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DATE: 22 FEBRUARY

2016.

PARTIES:

- (1) **THE COMPANIES** listed in Schedule 1 (**Chargors**); and
- (2) **SITARA FINANCE LIMITED** a private limited company incorporated and registered in Ireland with registration number 524774 and having its registered address at Custom House, Plaza Block 6, International Financial Services Centre, Dublin 1, Ireland (**Security Agent**).

Preliminary

- (A) The parties to this deed entered into a debenture on 9 October 2015 (**Debenture**).
- (B) Clause 4.1(a) of the Debenture states that the Chargors charge all of the Real Property to the Security Agent by way of first legal mortgage.
- (C) This deed sets out the basis in which Unit 2, Arkwright Court, Blackburn Interchange, Commercial Road, Darwen BB3 0FG (**Property 1**) registered at the Land Registry with title number LAN25295 no longer forms part of the Security Assets and will be replaced by the properties listed in Schedule 2 (**Replacement Properties**).

1. Interpretation

- 1.1 Whenever a party consists of more than one person any obligation of or to that party is joint and several.
- 1.2 Words importing one gender include all genders, words importing the singular include the plural and words importing persons include corporations and vice versa.
- 1.3 The headings are for locating references in the text and are not to be taken into account in interpretation.
- 1.4 Any reference to a statute (generally or specifically) includes any statutory extension, modification, amendment or re-enactment of that statute and any regulations or orders made under it.
- 1.5 Words and expressions defined in the Debenture shall, unless the context requires otherwise, have the same meaning in this deed.

2. Variation

The Debenture shall be varied by replacing Property 1 with the Replacement Properties.

3. Continuing security

Save as amended pursuant to this deed the Debenture will continue in full force and effect.

4. Contracts (Rights of Third Parties) Act 1999

Nothing in this deed confers or shall be deemed to confer on any person who is not a party to it a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

5. Variations

No variations of this deed are effective unless made in writing signed by the parties or their authorised agents.

6. Successors and assigns

This deed will be binding upon each party's successors and assigns and personal representatives.

7. No waiver

Neither party will be affected by any delay or failure in exercising or any partial exercising of his rights under this deed unless he has signed an express written waiver or release.

8. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this deed, but all the counterparts shall together constitute the same deed.

9. Deed

This document has been executed as a deed but is not delivered until it has been dated.

**Schedule 1
Chargors**

Chargor	Company Number	Registered Address
Gladman Developments Limited	03341567	Gladman House, Congleton, Cheshire, CW12 1LB.
Fox Strategic Land and Property Limited	06254195	Gladman House, Congleton, Cheshire, CW12 1LB.
Gladman Care Homes Limited	05107546	Gladman House, Congleton, Cheshire, CW12 1LB.
Gladman Commercial Properties	05630650	Gladman House, Congleton, Cheshire, CW12 1LB.
Gladman Commercial Properties (St Asaph) Limited	06305698	Gladman House, Congleton, Cheshire, CW12 1LB.
Gladman Commercial Properties (Burntwood) Limited	06305538	Gladman House, Congleton, Cheshire, CW12 1LB.
Gladman Commercial Properties (Rugby) Limited	06305548	Gladman House, Congleton, Cheshire, CW12 1LB.

Schedule 2
Replacement Properties


Chargor	Address	Title Number
Gladman Commercial Properties	Whitworth Court, Manor Farm Road, Runcorn WA7 1WA	CH501056
Gladman Care Homes Limited	Unit 2, John Bradshaw Court, Alexandria Way, Congleton CW12 1LB	CH562035
Gladman Care Homes Limited	Unit 3, John Bradshaw Court, Alexandria Way, Congleton CW12 1LB	CH562036

Executed as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by:

Signature.....

Director

Print name.....J.M.S. SHEPHERD

Signature.....

Director/Secretary

Print name.....D. GLADMAN

Executed as a deed by
FOX STRATEGIC LAND AND PROPERTY LIMITED
acting by:

Signature.....

Director

Print name.....J.M.S. SHEPHERD

Signature.....

Director/Secretary

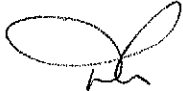
Print name.....D. GLADMAN

Executed as a deed by
GLADMAN CARE HOMES LIMITED
acting by:

Signature.....

Director

Print name.....J.M.S. SHEPHERD

Signature.....

Director/Secretary


Print name.....D. GLADMAN

Executed as a deed by
GLADMAN COMMERCIAL PROPERTIES
acting by:

Signature.....


Director

Print name.....J.M.S. SHEPHERD

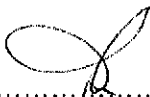

Signature.....
Print name..... D. GLADMAN

Director/Secretary

Executed as a deed by
**GLADMAN COMMERCIAL PROPERTIES
(ST ASAPH) LIMITED**
acting by:



Signature.....
Print name..... J.M.S. SHEPHERD

Director

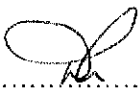

Signature.....
Print name..... D. GLADMAN

Director/Secretary

Executed as a deed by
**GLADMAN COMMERCIAL PROPERTIES
(BURNTWOOD) LIMITED**
acting by:



Signature.....
Print name..... J.M.S. SHEPHERD

Director

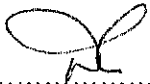

Signature.....
Print name..... D. GLADMAN

Director/Secretary

Executed as a deed by
**GLADMAN COMMERCIAL PROPERTIES
(RUGBY) LIMITED**
acting by:


Signature.....
Print name..... J.M.S. SHEPHERD

Director


Signature.....
Print name..... D. GLADMAN

Director/Secretary