



Registration of a Charge

Company name: **CUROCARE LIMITED**

Company number: **06259354**



X3HL8J00

Received for Electronic Filing: **01/10/2014**

Details of Charge

Date of creation: **26/09/2014**

Charge code: **0625 9354 0004**

Persons entitled: **SANTANDER UK PLC AS SECURITY TRUSTEE**

Brief description: **FREEHOLD LAND AND BUILDINGS KNOWN AS ORCHARD COTTAGE,
31A OAKDENE AVENUE, ERITH, DA8 1EJ. TITLE NO.: P101487;
FREEHOLD LAND AT 33A OAKDENE AVENUE, ERITH, DA8 1EJ. TITLE
NO.: SGL583977.**

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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6259354

Charge code: 0625 9354 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2014 and created by CUROCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2014 .

Given at Companies House, Cardiff on 1st October 2014

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 Legal Mortgage

Curocare Limited

as Chargor

and

Santander UK plc

as Original Lender

relating to freehold land and buildings known as "Orchard Cottage, 31a Oakdene Avenue, Erith, DA8 1EJ" and "Land at 33a Oakdene Avenue, Erith, DA8 1EJ" and registered under title numbers P101487 and SGL583977 at the Land Registry respectively

Note: the application of recoveries under this security instrument is regulated by the terms of the Intercreditor Deed

26 September 2014

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THIS DEED is made on 26/9 2014

BETWEEN:

- (1) **CUROCARE LIMITED** (a company incorporated in England and Wales with registered number 06259354) (the "**Chargor**"); and
- (2) **SANTANDER UK PLC** as security trustee for itself and the other Secured Parties (the "**Original Lender**").

RECITALS:

- (A) This deed is supplemental to a debenture dated 31 May 2013 (the "**Original Debenture**") between, amongst others, the Chargor and the Original Lender.
- (B) The Chargor has acquired an interest in each property specified in the schedule to this deed (each a "**Property**" and together the "**Properties**") and is required to enter into this deed by clause 5 (Further Assurance) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE as follows:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Senior Facilities Agreement (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.2 (Construction) and 1.3 (Other References) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.

2. CHARGING CLAUSE

- 2.1 The Chargor, as continuing security for the payment of the Secured Liabilities, charges in favour of the Original Lender by way of first ranking security with full title guarantee and by way of first legal mortgage, each Property together with all buildings and fixtures (including trade fixtures) on each Property.
- 2.2 The Chargor confirms that, as continuing security for the payment of all the Secured Liabilities it has charged in favour of the Original Lender by way of fixed charge the assets relating to each Property and referred to in clause 3.1(b) (Fixed Charges) of the Original Debenture.

3. INCORPORATION

- 3.1 The provisions of clauses 4 (Continuing Security) to clause 25 (Governing Law and Jurisdiction) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Chargor" shall be deemed to be references to the Chargor.
- 3.2 References in the Original Debenture to "**this deed**", "**hereof**", "**hereunder**" and expressions of similar import shall be deemed to be references to the Original Debenture as amended by this deed and to this deed.

4. **LAND REGISTRY**

- 4.1 The Chargor hereby irrevocably consents to the Original Lender applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of each Property on the prescribed Land Registry form and in the following or substantially similar terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [**date**] in favour of ●."

- 4.2 Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to the Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Original Lender may apply to the Chief Land Registrar for a notice to be entered onto the Register of Title of each Property (including where subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.

- 4.3 The Chargor certifies that the security created by this deed does not contravene any of the provisions of its memorandum or articles of association.

- 4.4 The Chargor hereby irrevocably undertakes to ensure the registration of particulars of this deed at Companies Registry in England and Wales and promptly pay all appropriate registration fees, or if the Original Lender gives notice to the Chargor that the Original Lender will submit the relevant forms to the Companies Registry, the Chargor shall promptly provide the Original Lender with all duly completed forms reasonably requested by the Original Lender and all appropriate registration fees.

5. **CONTINUATION**

- 5.1 The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.

- 5.2 This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Original Lender and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Liabilities and this security may be enforced against the Chargor without first having recourse to any other rights of the Original Lender or any other Secured Party.

6. **REPRESENTATION**

The Chargor represents and warrants to the Original Lender on the date of this deed and on each date that any Secured Liabilities is outstanding that there are no proceedings, actions or circumstances relating to either Property which materially and adversely affect its value or the Chargor's ability to use either Property for the purposes for which it is currently used.

7. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Chargor shall not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of either Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of either Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

(c) dispose of the equity of redemption in respect of all or any part of either Property, except as permitted by the Senior Facilities Agreement or with the prior consent of the Original Lender.

8. **FINANCE DOCUMENT**

This document is hereby designated a Finance Document.

9. **INTERCREDITOR DEED**

This deed is subject to the terms of an Intercreditor Deed between, amongst others, the Original Lender and the Chargor dated 31 May 2013.

10. **GOVERNING LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

11. **ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been entered into as a deed on the date stated at the beginning of this deed.

SCHEDULE

The Properties

1. All that freehold land and buildings known as "Orchard Cottage, 31a Oakdene Avenue, Erith, DA8 1EJ" registered at the Land Registry under title number P101487.
2. All that freehold land and buildings known as "Land at 33a Oakdene Avenue, Erith, DA8 1EJ" and registered at the Land Registry under title number SGL583977.

SIGNATORIES

The Chargor

Executed as a deed by)
CUROCARE LIMITED acting by *Dunson*)
Sweetland, a director)
in the presence of:)

DBT SWEETLAND

Signature of director

Signature of witness

Name of witness *LOUISE WIGGS*

Address of witness

Occupation of witness

Address: Lyceum Capital Partners LLP, Burleigh House, 357 Strand, London, WC2R 0HS

Facsimile: +44 (0)20 7836 3138

Attention: Andrew Aylwin/Simon Hitchcock

Original Lender

Signed by)
)
Authorised signatory)
for and on behalf of)
SANTANDER UK PLC)
)

Notice Details

Address: 2 Triton Square, Regents Place, NW1 3AN

Facsimile: +44 (0)161 953 3517

Email: anne.frost@santander.co.uk

Attention: Anne Frost

Original Lender

Signed by)
David Fleming)
Authorised signatory)
for and on behalf of)
SANTANDER UK PLC)
)

Notice Details

Address: 2 Triton Square, Regents Place, NW1 3AN

Facsimile: +44 (0)161 953 3517

Email: anne.frost@santander.co.uk

Attention: Anne Frost