



Registration of a Charge

Company name: **ROSEBERRY CARE CENTRES GB LIMITED**

Company number: **06281674**



X4ZKXRCO

Received for Electronic Filing: **28/01/2016**

Details of Charge

Date of creation: **27/01/2016**

Charge code: **0628 1674 0008**

Persons entitled: **HEALTHCARE PROPERTY HOLDINGS LIMITED**

Brief description: **CEDAR GRANGE CARE HOME, MAIN STREET, CHERRY BURTON,
BEVERLEY HU17 7RF REGISTERED AT THE LAND REGISTRY UNDER
TITLE NUMBER YEA34893**

Contains fixed charge(s).

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: **STEPHEN KINGSLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6281674

Charge code: 0628 1674 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2016 and created by ROSEBERRY CARE CENTRES GB LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2016 .

Given at Companies House, Cardiff on 29th January 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

Dated

27th January

2016

ROSEBERRY CARE CENTRES GB LIMITED

-to-

HEALTHCARE PROPERTY HOLDINGS LIMITED

SUPPLEMENTAL LEGAL CHARGE

1 Cornhill
London
EC3V 3ND

53 King Street
Manchester
M2 4LQ

Tel: 03330 143 401

www.gunnercooke.com

150518zg Supplemental legal charge Cedar Grange.doc

To: HM Chief Land Registrar

Note: This deed contains (in Clause 5.2 of the Debenture incorporated by virtue of Clause 3 hereof) an application to enter a restriction in the Proprietorship Register

THIS ~~SUPPLEMENTAL~~ LEGAL CHARGE is made the 27th day of January 2016
BETWEEN:

- (1) ROSEBERRY CARE CENTRES GB LIMITED (a company incorporated and registered in England with Company Registration Number 6281674) whose registered office is at Unit 2 Defender Court Sunderland Enterprise Park Sunderland SR5 3PE (the **Chargor**) in favour of
- (2) HEALTHCARE PROPERTY HOLDINGS LIMITED a company incorporated in Jersey with Company Registration Number 98426) whose registered office is situate at 1 Waverley Place Union Street St Helier Jersey JE1 1SG (the **Creditor**)

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1. Terms defined or to which an interpretation is ascribed in the Debenture shall unless otherwise defined herein bear the same meaning herein and in case of conflict between any of the terms hereof and any terms of the Debenture the terms of the Debenture shall prevail

1.2. In this Supplemental Legal Charge:

1.2.1. **Real Property** means all estates and other interests in freehold leasehold and other immovable property situated in England and Wales of which the Chargor is the registered proprietor or owner particulars of which are specified in the Schedule together with the Fixtures thereon and other immovable property from time to time on any such freehold or leasehold

1.2.2. **Debenture** means a debenture created by the Chargor in favour of the Creditor and dated 21 November 2007 by way of security for the Obligations as therein defined

1.3. In this Supplemental Legal Charge:

1.3.1. any obligation on the Chargor hereunder to do something shall include an obligation to procure that the same be done and any obligation not to do something shall include an obligation not to permit suffer or allow the same to be done

1.3.2. the terms of the Debenture and any documents supplemental or ancillary thereto are incorporated herein to the extent required for any agreement for the disposition of the Real Property herein contained to be a valid agreement in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

1.3.3. any references to this Supplemental Legal Charge or any other agreement or document shall be construed as a reference to this Supplemental Legal Charge or as the case may be such other agreement or document as the same may have been or may from time to time be amended varied novated or supplemented (and so that any reference to this Supplemental Legal Charge shall include unless the context otherwise requires any agreement or document expressed to be supplemental hereto or expressed to be collateral herewith or which is otherwise entered into pursuant to or in accordance with the provisions hereof); and

1.4. Clause and Schedule headings are for ease of reference only

2. Introduction

The Chargor has acquired the Real Property and intends to grant this Supplemental Legal Charge by way of security in accordance with the terms of the Debenture

3. **Incorporation of Clauses**

This Supplemental Legal Charge is to be read as one with the Debenture and accordingly Clauses 1 and 2 and Clauses 4 to 24 inclusive of the Debenture shall to the extent relevant be deemed to be incorporated in this Supplemental Legal Charge *mutatis mutandis* as if they were set out in full herein and for the avoidance of doubt shall be binding on the parties hereto in accordance with the terms thereof and as if the expression **Real Property** referred to the Real Property as defined herein and as if the expression "this Debenture" referred to this Supplemental Legal Charge.

4. **Application to HM Land Registry**

For the avoidance of doubt clause 5.2 of the Debenture is repeated for the benefit of HM Land Registry:-

- "5.2 The Chargor hereby applies to HM Chief Land Registrar to enter the following restriction in the Proprietorship Register of any registered land forming part of the Property:

"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 27 Jan 2016 in favour of Healthcare Property Holdings Limited referred to in the charges register or their conveyancer"

5. **Security**

- 5.1. The Chargor with full title guarantee hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Creditor) charges in favour of the Creditor with the payment and discharge of the Obligations by way of first legal mortgage all right title estate and other interests of the Chargor in the Real Property
- 5.2. The Chargor hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Creditor) assigns with full title guarantee to the Creditor (unless such shall not be capable of assignment and subject to any necessary consents to any such assignments being forthcoming) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to the Real Property including those against any manufacturer supplier or installer of such property any builder contractor or professional adviser engaged in relation to any such property and any lessee sub-lessee or licensee of any of the Real Property (including any rent deposit deed) and any guarantor or surety for the obligations of such person

IN WITNESS WHEREOF this Supplemental Legal Charge has been executed as a Deed by the Chargor and has been signed by or on behalf of the Creditor and is intended to be and is hereby delivered on the day and year first before written

The Schedule
The Real Property

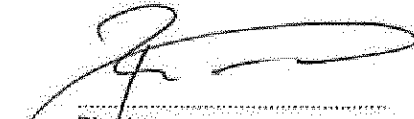

Property	Address	Lease Date	Title Number
Cedar Grange Care Home	Main Street Cherry Burton Beverley HU17 7RF	25 February 2004	YEA34893

EXECUTED as a Deed (but not delivered until the date hereof) by ROSEBERRY CARE CENTRES GB LIMITED

by*
a director

and by*
director/company secretary*

* please insert name of signatory in block capitals
* please delete as appropriate

} 
Director

Director/Company Secretary*

TO HM LAND REGISTRAR

I hereby certify that the within written charge does not contravene any of the provisions of the Memorandum and Articles of Association of the Chargor


Company Secretary of the Chargor