



Registration of a Charge

Company name: **BRIO RETIREMENT LIVING (STOW ON THE WOLD) LIMITED**
Company number: **07576197**



X91LNVCB

Received for Electronic Filing: **25/03/2020**

Details of Charge

Date of creation: **20/03/2020**
Charge code: **0757 6197 0009**
Persons entitled: **FERN TRADING LIMITED**
Brief description:
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 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: **DAC BEACHCROFT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7576197

Charge code: 0757 6197 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th March 2020 and created by BRIO RETIREMENT LIVING (STOW ON THE WOLD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2020 .

Given at Companies House, Cardiff on 26th March 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

DAC BEACHCROFT

Dated

20 March

2020

(1) BRIO RETIREMENT LIVING (STOW ON THE WOLD) LIMITED

- and -

(2) FERN TRADING LIMITED

Assignment

DAC Beachcroft LLP
Portwall Place Portwall Lane Bristol BS1 9HS UK (Sat Nav/Geographical postcode: BS1 6NA)
tel: +44 (0) 117 918 2000 fax: +44 (0) 117 918 2100
DX 7846 Bristol 1

© DAC Beachcroft LLP 2020

IDMS1BRS_ACTIVE1_135941567_3

THIS AGREEMENT is made the twentieth day of March 2020

BETWEEN:

- (1) **BRIO RETIREMENT LIVING (STOW ON THE WOLD) LIMITED** incorporated and registered in England and Wales with company number 07576197 whose registered office is at 80 Cheapside, London, EC2V 6EE (the "**Chargor**"); and
- (2) **FERN TRADING LIMITED** incorporated and registered in England and Wales with company number 06447318 whose registered office is at 6th Floor 33 Holborn, London, England, EC1N 2HT (the "**Lender**").

BACKGROUND:

- (A) The Chargor has entered into a sale and purchase agreement with Places For People Homes Limited (registered as a non-charitable industrial and provident society under the Industrial and Provident Societies Act 1965 with registered number 19447R) and the Lender on or around the date of this Agreement (the "**Sale Agreement**").
- (B) This Deed is supplemental to the Debenture (as defined below) pursuant to which the Chargor mortgaged and charged, among other things, all its then existing freehold and leasehold properties in favour of the Lender for the purpose of providing security to the Lender in respect of the Secured Obligations (as defined below).
- (C) The Chargor has agreed to assign all payments pursuant to the Sale Agreement to the Lender on the terms and conditions set out below.

NOW IT IS HEREBY AGREED as follows:

PART A: PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires the following words and expressions shall have the following meanings:

Debenture:	means the all monies fixed and floating debenture granted by the Chargor in favour of the Lender dated 18 December 2017 and registered at Companies House on 21 December 2017.
Obligor:	has the meaning given to that term in the Debenture.
Sale Agreement:	has the meaning given to that term at Recital A above.
Secured Assets:	means all the assets, property and rights of the Chargor described in clause 2 (<i>Assignment</i>).
Secured Obligations:	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever) owed by an Obligor to the Lender together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights.

Security Interest: means a floating charge, debenture, mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or other security interest of any kind or any agreement or arrangements having substantially the same economic or financial effect (including any "hold back" or "flawed asset" arrangement).

- 1.2 The provisions of clause 1.2 (*Interpretation*) of the Debenture apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to the Debenture shall be read as a reference to this Deed.
- 1.3 If the Lender considers that an amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.4 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 1.5 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.
- 1.6 This Deed is supplemental to the Debenture and shall be in addition to and shall not prejudice, determine or affect any Security Interests created by the Debenture.
- 1.7 All provisions of the Debenture shall be deemed incorporated and shall apply to this Deed as if set out in full herein mutatis mutandis.
- 1.8 Notwithstanding the entry into of this Deed, the Security Interests created by the Debenture shall continue in full force and effect.

2. ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Obligations any and all compensation, damages, income, profit or rent which the Chargor may derive from the Sale Agreement or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Obligations.

3. CHARGOR ENTITLED TO EXERCISE RIGHTS

Until the Lender serves a notice on the Chargor to the contrary, the Chargor shall be entitled to exercise all its rights in the Sale Agreement, subject to the other provisions of this Deed.

4. **REPRESENTATIONS BY THE CHARGOR**

The Chargor represents and warrants to the Lender that the Sale Agreement is an asset in which it has an interest and repeats the representations at clause 8.1 of the Debenture on the date of this Deed.

5. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

6. **FURTHER ASSURANCE**

The Chargor shall, promptly after being requested to do so by the Lender, do all such acts and things, give such instructions (in material or dematerialised form) and sign, seal, execute and deliver all such deeds and other documents as the Lender may require (and in such form as the Lender may require) for perfecting or protecting the Security Interests created by this Deed or under the Debenture, or for facilitating the realisation of the Secured Assets and the exercise of the rights, powers and discretions conferred on the Lender or any Receiver (as defined in the Debenture) under this Deed or the Debenture.

7. **GOVERNING LAW AND JURISDICTION**

7.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNATURE PAGE

**EXECUTED AS A DEED by BRIO
RETIREMENT LIVING (STOW ON THE
WOLD) LIMITED**

(Director)

acting by a director:

In the presence of:

WITNESS:

Signature

Name LEANNE ROFFE

Address 10 CLIFTON

YORK

YO30 6AE

Occupation TEAM COORDINATOR

(PLEASE COMPLETE IN CAPITALS)

**EXECUTED AS A DEED by FERN TRADING
LIMITED**

(Director)

acting by a director:

In the presence of:

WITNESS:

Signature

Name

Address

.....

.....

.....

Occupation

(PLEASE COMPLETE IN CAPITALS)

SIGNATURE PAGE

**EXECUTED AS A DEED by BRIO
RETIREMENT LIVING (STOW ON THE
WOLD) LIMITED**

.....
(Director)

acting by a director:

In the presence of:

WITNESS:

Signature

Name

Address

.....

.....

Occupation

(PLEASE COMPLETE IN CAPITALS)



**EXECUTED AS A DEED by FERN TRADING
LIMITED**

.....
(Director)

acting by a director: **PAUL LATHAM**

In the presence of:

WITNESS:

Signature 

Name **DOMAS KARSOKAS**

Address **33 HOLBORN**

..... **LONDON, EC1N 2HT**

.....

Occupation **INVESTMENT MANAGER**

(PLEASE COMPLETE IN CAPITALS)