



**Registration of a Charge**

Company name: **ASSURA CVSK LIMITED**

Company number: **07630948**



X4G33Q0H

Received for Electronic Filing: **16/09/2015**

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**Details of Charge**

Date of creation: **11/09/2015**

Charge code: **0763 0948 0007**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY AGENT)**

Brief description: **FREEHOLD LAND KNOWN AS CHURCH VIEW MEDICAL CENTRE,  
LANGTHWAITE ROAD, SOUTH KIRBY, PONTEFRACT WF9 3AP (TITLE  
NUMBER YY4048)**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7630948

Charge code: 0763 0948 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2015 and created by ASSURA CVSK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2015 .

Given at Companies House, Cardiff on 17th September 2015

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**

DEED OF ACCESSION

THIS DEED OF ACCESSION is made on 11 September 2015

BETWEEN:-

- (1) **ASSURA CVSK LIMITED** (the "New Chargor"), a company incorporated in England and Wales with registered number 07630948 whose registered office is at The Brew House, Greenalls Avenue, Warrington, England, WA4 6HL;
- (2) **ASSURA PRIMARY CARE PROPERTIES LIMITED** (the "Borrower"); and
- (3) **BARCLAYS BANK PLC** as the Security Agent.

WHEREAS:-

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Borrower.
- (B) The Borrower has entered into a deed dated 17 July 2015 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "Debenture") with Barclays Bank PLC as security agent for the Secured Parties.
- (C) The New Chargor at the request of the Borrower and in consideration of the Secured Parties making or continuing to make facilities available to the Borrower and after giving due consideration to the terms and conditions of the Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

2. **ACCESSION**

The New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. **SECURITY**

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

## EXECUTION VERSION

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Details of Land*);
- 3.2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (*Details of Shares*);
- 3.3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*);
- 3.4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*); and
- 3.5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (*Details of Specific Contracts*).

#### 4. **EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

#### 5. **GOVERNING LAW**

This Deed of Accession and any non-contractual obligations arising out of or in connection with it are governed by English law.

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

## SCHEDULE 1

## DETAILS OF LAND

Property Number	Medical Centre	Address	Title Number(s)	Owner	Tenure
1	Church View Medical Centre	Langthwaite Road, South Kirby, Pontefract WF9 3AP	YY4048	Assura CVSK Limited	Freehold

## SCHEDULE 2

## DETAILS OF SHARES

N/A

## SCHEDULE 3

## DETAILS OF MATERIAL INSURANCES

Property Name	Post Code	Master Policy Number and Certificate Number
Church View Medical Centre, Langthwaite Road, South Kirby, Pontefract	WF9 3AP	MR PPP 6065259 – S073

## SCHEDULE 4

## DETAILS OF INTELLECTUAL PROPERTY

N/A

## SCHEDULE 5

## DETAILS OF SPECIFIC CONTRACTS

**CHURCH VIEW MEDICAL CENTRE, LANGTHWAITE ROAD, SOUTH KIRKBY, WEST YORKSHIRE, WF9 3AP**

**NB. The companies marked with a \* below are now in liquidation/dissolved**

Chargor	Date	Description of Warranty	Parties
Assura CVSK Limited	30 July 2012	Structural Engineering Services	(1) WYG Engineering Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	30 July 2012	Mechanical and electrical design services	(1) TMS Design Consultants Limited (2) Community Ventures South Kirkby Limited

# EXECUTION VERSION

Assura CVSK Limited	30 July 2013	Architectural services in relation to the project	(1) P+HS Architects Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	BREAM consultancy services in relation to the project	(1) UDOX Solutions Limited* (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	Provision and installation of precast flooring and staircases	(1) CB Precast Flooring Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	Windows, Curtin walling and External doors	(1) Norking Aluminium Limited* (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	Roof Covering	(1) Chemplas Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	Structural Steelwork	(1) Compass Engineering Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	The design, supply, installation and commissioning of lifts	(1) Otis Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	21 March 2013	Mechanical and Electrical installation works	(1) LX Engineering (North) Limited (2) Community Ventures South Kirkby Limited
Assura CVSK Limited	5 April 2012	Construction Contract	(1) Community Ventures South Kirkby Limited (2) Miller Construction (UK) Limited

EXECUTION VERSION

The New Chargor

EXECUTED as a Deed (but not delivered until dated) by  
**ASSURA CYSK LIMITED**  
acting by *PAUL CARROLL*, a Director,  
in the presence of:-

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)  
)  
)

Signature of witness:



Director

Name of witness:

*DAVID PURCELL*

Address:



Occupation:



The Borrower

EXECUTED as a Deed  
by **ASSURA PRIMARY CARE PROPERTIES LIMITED**  
acting by *PAUL CARROLL*, a Director,  
in the presence of:-

)  
)  
)  
)  
)

Signature of witness:



Director

Name of witness:

*DAVID PURCELL*

Address:



Occupation:



Address:

Facsimile number:

The Security Agent

SIGNED for and on behalf of **BARCLAYS BANK PLC**

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**The New Chargor**

EXECUTED as a Deed (but not delivered )  
until dated) by )  
ASSURA CVSK LIMITED )  
acting by , a Director, )  
in the presence of:- )

Director

Signature of witness:

Name of witness:

Address:

Occupation:

**The Borrower**

EXECUTED as a Deed )  
by ASSURA PRIMARY CARE PROPERTIES )  
LIMITED )  
acting by , a Director, )  
in the presence of:- )

Director

Signature of witness:

Name of witness:

Address:

Occupation:

Address:

Facsimile number:

**The Security Agent**

SIGNED for and on behalf of BARCLAYS BANK )  
PLC )

