



**Registration of a Charge**

Company name: **LOUGHTON CARE CENTRE LIMITED**

Company number: **07861667**

Received for Electronic Filing: **21/07/2016**



X5BNWRS2

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**Details of Charge**

Date of creation: **20/07/2016**

Charge code: **0786 1667 0003**

Persons entitled: **HSBC BANK PLC**

Brief description:

**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:

**STEPHENSON HARWOOD LLP**



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

Company number: 7861667

Charge code: 0786 1667 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2016 and created by LOUGHTON CARE CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st July 2016 .

Given at Companies House, Cardiff on 22nd July 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**

**Security Accession Deed**

Dated 20 July 2016

**Between**

- (1) Loughton Care Centre Limited, a company incorporated under the laws of England and Wales with registered number 07861667 having its registered office at Millhouse, 32038 East Street, Rochford, Essex (the **New Chargor**);
- (2) Gibson Bidco Limited, a company incorporated under the laws of England and Wales with registered number 10113823 having its registered office at 5 Welbeck Street, London, W1G 9YQ (the **Company**) for itself and as agent for and on behalf of each of the existing Chargors; and
- (3) HSBC Bank plc, as agent and trustee for itself and the Finance Parties (the **Security Agent**).

**Recitals**

This deed is supplemental to a security agreement dated 20 July 2016 between, among others, the Company, the Chargors named in it and the Security Agent (as supplemented and amended from time to time, the **Security Agreement**).

**This deed witnesses****1 Definitions and interpretation****1.1 Definitions**

Words and expressions defined in the Security Agreement shall have the same meanings in this Deed.

**1.2 Construction**

The principles of construction set out in clause 1.2 (*Construction*) of the Security Agreement shall apply to this Deed, insofar as they are relevant to it, as they apply to the Security Agreement.

**1.3 Incorporation of provisions into each Security Accession Deed**

Clauses 1.3 (*Third party rights*), 1.6 (*Incorporation of terms from the Facility Agreement*), 6 (*Positive covenants*), 7 (*Negative covenants*), 10 (*Enforcement*), 11 (*Appointment and powers of Receivers*), 12 (*Protection of purchasers*), 13 (*Protection of the Secured Parties and Receivers*), 14 (*Preservation of Security*), 15 (*Tacking for further advances*), 16 (*Further assurance*), 17 (*Power of attorney*), 18 (*Discharge of Security*), 20 (*Governing law*) and 21 (*Enforcement*) of the Security Agreement are deemed to form part of this Deed as if expressly incorporated into this Deed and as if references in those Clauses to (a) the Security Agreement were references to this Deed and (b) the Security Assets were references to the assets of the Chargor from time to time charged in favour of, or assigned (whether at law, or in equity) to the Security Agent by or pursuant to this Deed.

**2. Accession of New Chargor**

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

**3. Creation of Security**

The New Chargor mortgages, charges and assigns to the Security Agent all its business, undertaking and assets on the terms of clause 4 (*Creation of Security*) of the Security Agreement provided that:

- 3.1 the Real Property charged by way of legal mortgage shall be the Real Property referred to in Schedule 1 (*Real Property*);
- 3.2 the shares charged by way of fixed charge shall include the shares referred to in Schedule 2 (*Shares*);
- 3.3 the Controlled Accounts charged by way of fixed charge shall include those set out in Schedule 3 (*Accounts*);
- 3.4 the Assigned Agreements assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Assigned Agreements set out in Schedule 4 (*Assigned Agreements*); and
- 3.5 the Insurances assigned or (if and to the extent that the assignment does not take effect as an assignment) charged by way of fixed charge shall include the Insurances set out in Schedule 5 (*Insurances*).

**4. Consent of existing Chargors**

The existing Chargors (acting by their agent, the Company) agree to the terms of this Deed and agree that its execution will in no way prejudice or affect the Security granted by each of them under (and covenants given by each of them in) the Security Agreement.

**5. Notices**

The New Chargor confirms that its address details for notices are as follows:

Address: 5 Welbeck Street, London W1G 9YQ

Attention: Tim Ashlin

Fax: +44 (0)20 3475 7661

**6. Law**

This Deed is governed by English law.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

**Schedule 1 – Real Property**

**Schedule Z – Shares**

1. Name of the Issuer

2.

3. Description of the Shares

4. The following table sets forth the number of shares of each class of shares issued by the Issuer, the number of shares of each class of shares owned by the Issuer, and the number of shares of each class of shares owned by the Issuer's affiliates.

5. The following table sets forth the number of shares of each class of shares issued by the Issuer, the number of shares of each class of shares owned by the Issuer, and the number of shares of each class of shares owned by the Issuer's affiliates.

**Schedule 3 – Controlled Accounts**



**Schedule 4 – Assigned Agreements**

- 1 JCT Design and Build Contract 2011 between (1) Loughton Care Centre Limited and (2) Dalton Homes (North East) Limited dated 30 November 2012;
- 2 Appointment of a Quantity Surveyor between (1) Loughton Care Centre Limited and (2) Hush Minoan Partnership Limited dated 30 November 2012;
- 3 Appointment of a CDM Co-ordinator between (1) Loughton Care Centre Limited and (2) Hush Minoan Partnership Limited dated 30 November 2012;
- 4 Appointment of an Employer's Agent and Project Manager between (1) Loughton Care Centre Limited and (2) Holmes and Sharpe Limited trading as Northstar dated 30 November 2012;
- 5 Civil and Structural Engineer Collateral Warranty between (1) Portland Consulting Engineers Limited, (2) Loughton Care Centre Limited and (3) Dalton Homes (North East) Limited dated 30 November 2012; and
- 6 Sub-Contractor Collateral Warranty between (1) Donaldson Timber Engineering Limited, (2) Loughton Care Centre Limited and (3) Dalton Homes (North East) Limited dated 6 January 2014.

**Schedule 5 – Insurances**

- 1 Commercial Combined – Care Home insurance policy by Howden Care Scheme with policy number C16F0748
- 2 Engineering breakdown and inspection insurance policy by Allianz Insurance PLC with policy number 61/NZ/23530967/5

Howden Care Scheme  
C16F0748

Howden Care Scheme

Howden Care Scheme

Howden Care Scheme

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Howden Care Scheme

Howden Care Scheme

Howden Care Scheme

Howden Care Scheme

EXECUTION PAGE TO SECURITY ACCESSION DEED

New Chargor

(1) Loughton Care Centre Limited

Executed as a deed by Loughton Care Centre Limited acting by a director in the presence of:

SIGNATURE  
REDACTED

Director

signature of witness SIGNATURE REDACTED

W. J. ATRAM  
print name

name Luke Whitford  
print name of witness

address ADDRESS REDACTED

Company

(2) Gibson Bidco Limited

Executed as a deed by Gibson Bidco Limited acting by a director in the presence of:

SIGNATURE REDACTED

Director

signature of witness SIGNATURE REDACTED

ZACHARY TSAI  
signature  
print name

name Luke Whitford  
print name of witness

address ADDRESS  
REDACTED

The Security Agent

Signed for and on behalf of  
HSBC Bank plc

SIGNATURE REDACTED  
J BRIGGS.



