



Registration of a Charge

Company Name: **MICHAELHANNAH LIMITED**

Company Number: **08047562**



Received for filing in Electronic Format on the: **29/06/2022**

XB76I8U1

Details of Charge

Date of creation: **27/06/2022**

Charge code: **0804 7562 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY TRUSTEE**

Brief description: **LEASEHOLD PROPERTY KNOWN AS CLAREVILLE LODGE, 1 CLAREVILLE ROAD, CATERHAM, SURREY, CR3 6LA; FOR MORE DETAILS PLEASE REFER TO THE CHARGING INSTRUMENT.**

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: 8047562

Charge code: 0804 7562 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2022 and created by MICHAELHANNAH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2022 .

Given at Companies House, Cardiff on 1st July 2022

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

The entities listed in Schedule 1

as Chargors

and

GLAS Trust Corporation Limited

as Security Agent

relating to the land and buildings detailed in
Schedule 2 (Details of the Properties)

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

27 June 2022

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THIS DEED is made on 27 June 2022

BETWEEN:

- (1) The entities listed in Schedule 1 (*the Chargors*) to this Deed (each a "**Chargor**" and together, the "**Chargors**"); and
- (2) GLAS Trust Corporation Limited as security trustee for itself and the other Secured Parties (the "**Security Agent**", which expression shall include any person from time to time appointed as a successor, replacement or additional trustee in relation to the interests created by this deed).

RECITALS:

- (A) This deed is supplemental to a debenture dated 4 February 2021 (the "**Original Debenture**") between, amongst others, ACG Midco Limited and the Security Agent.
- (B) Each Chargor has acquired the relevant property specified next to its name in Schedule 2 (Details of the Properties) to this deed (the "**Properties**" and each a "**Property**") and is required to enter into this deed by clause 4 (*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*) 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 Each Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, all of its right title and interest in each Property specified next to its name in Schedule 2 (Details of the Properties).
- 2.2 Each Chargor confirms that, by the terms of the Original Debenture it has charged in favour of the Security Agent by way of fixed charge all Related Rights, as they relate to each Property specified next to its name in Schedule 2 (Details of the Properties).

3. INCORPORATION

- 3.1 The provisions of clauses 4 (*Further Assurance*) to clause 26 (*Miscellaneous*) (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 Chargors.
- 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 and supplemented by this deed) and to this deed.

4. **REPRESENTATIONS**

Each Chargor represents and warrants to each Secured Party that no consent is required from any other person for the granting of this charge.

5. **LAND REGISTRY**

- 5.1 Each Chargor hereby irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Register of Title of each Property specified next to its name in Schedule 2 (Details of the Properties) 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 or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [***date***] in favour of GLAS Trust Corporation Limited (as security agent) referred to in the Charges Register."

- 5.2 Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. The Security Agent 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.

6. **CONTINUATION**

- 6.1 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.
- 6.2 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 Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Secured Obligations.

7. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

No Chargor shall create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of any Property except as permitted by and in accordance with the Senior Facilities Agreement.

8. **FINANCE DOCUMENT**

This document is hereby designated as a Finance Document.

9. **GOVERNING LAW AND JURISDICTION**

- (a) This deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) 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 deed or any non-contractual obligations arising out of or in connection with this deed) (a "**Dispute**").

- (c) The parties to this deed 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 1

The Chargors

	Chargor	Registration number
1.	Kingly Care Partnership Limited	05948786
2.	Mylife Supported Living Limited	08920281
3.	Independence Homes Limited	03419025
4.	MichaelHannah Limited	08047562
5.	Christchurch Court Limited	03385427
6.	Hunters Moor 929 Limited	08384658
7.	Hamsard 3232 Limited	07472997
8.	Bethany Lodge Kent Limited	04658036
9.	Glocare Limited	06993494
10.	Huntercombe Neuro Ltd	12887805
11.	Huntercombe Young People Ltd	12887759
12.	Huntercombe Adult Ltd	12887793

SCHEDULE 2

Details of the Properties

Chargor	Freehold/ Leasehold	Lease Details	Description
Bethany Lodge Kent Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Bethany Lodge Kent Limited	Bethany House, Eastbridge Road, Dymchurch, Romney Marsh, TN29 OPG and Bethany Lodge, 35 Eastbridge Road, Dymchurch, Romney Marsh, TN29 OPG
MichaelHannah Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) MichaelHannah Limited	Clareville Lodge, 1 Clareville Road, Caterham, Surrey, CR3 6LA
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	37 Foxley Lane, Purley, CR8 3EH
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	61 Gunnersbury Road, Ealing, London, W5 4LP
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	7 Hall Road, Wallington, SM6 0RT
Kingly Care Partnership Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Kingly Care Partnership Limited	11-21 (odds) Mount Road, Hinckley, LE10 1AD
Glocare Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees	Janet Barnes Unit, 135 Cateswell Road, Hall Green, Birmingham B28 8LU and

		Limited and (2) Glocare Limited	Olive Carter Unit, 135 Cateswell Road, Hall Green, Birmingham, B28 8LU
Kingly Care Partnership Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Kingly Care Partnership Limited	Meadow View Specialist Care Centre, Kibblesworth, Gateshead, NE11 0YJ
Hunters Moor 929 Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Hunters Moor 929 Limited	Oak House, Sheridan Close, Lincoln, LN2 4JX
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	2 and 4 Dale Road, Purley, CR8 2EA
Michael Hannah Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Michael Hannah Limited	17 Mayfield Road, Sutton, SM2 5DU
Christchurch Court Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Christchurch Court Limited	Park House, 28 St Andrews Road, Bedford, MK40 2LW
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	33 and 37 Albion Road, Sutton, SM2 5TA
Kingly Care Partnership Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Kingly Care Partnership Limited	2 Essex Road, Rushden, NN10 0LG
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE	33 Russell Hill, Purley, CR8 2JB

		Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	
Mylife Supported Living Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Mylife Supported Living Limited	1 Willowmead, Summer Road, East Molesey, KT8 9LR
Hamsard 3232 Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Hamsard 3232 Limited	Woodlands, 120 Thief Lane, York, YO10 3HU
Independence Homes Limited	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Independence Homes Limited	1 Harestone Drive, Caterham, CR3 6HX
Huntercombe Neuro Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Neuro Ltd	Hothfield Manor, Church Lane, Hothfield, Ashford, TN26 1EL
Huntercombe Neuro Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Neuro Ltd	Nottingham Neurodisability Service, Hankin Street, Hucknall, Nottingham, NG15 7RR
Huntercombe Neuro Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited, (2) Huntercombe Neuro Ltd and (3) ACG Bidco Limited	Brain Injury Rehabilitation Unit, Frenchay Hospital, Frenchay Park Road, Bristol
Huntercombe Adult Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Adult Ltd	Conifer Lodge, 134 North Brink, Wisbech, PE13 1LL

Huntercombe Adult Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Adult Ltd	Holybourne Nursing and Residential Home, Huntercombe Hospital Roehampton, Holybourne Avenue, London, SW15 4JL
Huntercombe Young People Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Young People Ltd	Huntercombe Hospital Stafford, Ivetsey Bank, Wheaton Aston, ST19 9QT
Huntercombe Young People Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited and (2) Huntercombe Young People Ltd	Huntercombe House, 3 Norton Court, Norton Road, Stockton-On- Tees, TS20 2BL
Huntercombe Young People Ltd	Leasehold	Lease dated 27 June 2022 made between (1) BAE Systems Pension Funds Trustees Limited, (2) Huntercombe Young People Ltd and (3) ACG Bidco Limited	Huntercombe Manor Hospital, Huntercombe Lane South, Taplow, Maidenhead, SL6 0PQ

SIGNATORIES

THE CHARGORS

Executed as a deed
by **BETHANY LODGE KENT LIMITED** acting by
a director in the presence of a witness:

) Signature of director:

)
)

Name of director: *Katy Lineker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

SAM EVANS
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Executed as a deed
by **MICHAELHANNAH LIMITED** acting by a
director in the presence of a witness:

) Signature of director:

)
)

Name of director: *Katy Lineker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

SAM EVANS
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Executed as a deed
by **INDEPENDENCE HOMES LIMITED** acting by
a director in the presence of a witness:

) Signature of director:

)
)

Name of director: *Katy Lineker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

SAM EVANS
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

Executed as a deed
by **KINGLY CARE PARTNERSHIP LIMITED**
acting by a director in the presence of a witness:

) Signature of director:

)

)


Name of director: *Katy Lincker*

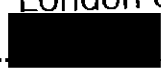
Signature of witness

Name of witness

Address of witness

Occupation of witness


.....
SAM EVANS
.....

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU
.....

.....

Executed as a deed
by **GLOCARE LIMITED** acting by a director in
the presence of a witness:

) Signature of director:

)

)


Name of director: *Katy Lincker*


Signature of witness

Name of witness

Address of witness

Occupation of witness


.....
SAM EVANS
.....

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU
.....

.....

Executed as a deed
by **HUNTERS MOOR 929 LIMITED** acting by a
director in the presence of a witness:

) Signature of director:

)

)

Name of director: *Katy Lincker*


Signature of witness

Name of witness

Address of witness

Occupation of witness


.....
SAM EVANS
.....

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU
.....

.....

Executed as a deed
by **CHRISTCHURCH COURT LIMITED** acting by
a director in the presence of a witness:

) Signature of director:
)
)

Name of director: *Katy Lincker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **MYLIFE SUPPORTED LIVING LIMITED**
acting by a director in the presence of a witness:

) Signature of director:
)
)

Name of director: *Katy Lincker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **HAMSARD 3232 LIMITED** acting by a
director in the presence of a witness:

) Signature of director:
)
)

Name of director: *Katy Lincker*

Signature of witness

Name of witness

Address of witness

Occupation of witness

[Redacted]

SAM EVANS

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

[Redacted]

[Redacted]

SAM EVANS

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

[Redacted]



[Redacted]


SAM EVANS

Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

[Redacted]

Executed as a deed
by **HUNTERCOMBE NEURO LTD** acting by a
director in the presence of a witness:


.....
SAM EVANS
.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

.....

) Signature of director:
) 
)
Name of director: Katy Lincker



Signature of witness


Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **HUNTERCOMBE YOUNG PEOPLE LTD** acting
by a director in the presence of a witness:


.....
SAM EVANS
.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

.....

) Signature of director:
) 
)
Name of director: Katy Lincker



Signature of witness


Name of witness

Address of witness

Occupation of witness

Executed as a deed
by **HUNTERCOMBE ADULT LTD** acting by a
director in the presence of a witness:


.....
SAM EVANS
.....
Gowling WLG (UK) LLP
4 More London Riverside
London SE1 2AU

.....

) Signature of director:
) 
)
Name of director: Katy Lincker

Signature of witness

Name of witness

Address of witness

Occupation of witness

THE SECURITY AGENT

Executed as a deed)
by **GLAS TRUST CORPORATION LIMITED** as)
Security Agent)
acting by its duly authorised attorney
in the presence of:

.....
Name:

.....

Signature of witness

.....

Name of witness

.....

Address of witness

.....

.....

Occupation of witness

Notice Details

Address: GLAS Trust Corporation Limited
55 Ludgate Hill, Level 1 West, London EC4M 7JW
Tel: +44 20 3597 2940
Email: tmg@glas.agency
Attention: Transaction Management Group/ACG-TRN00000447