



**Registration of a Charge**

Company Name: **ALYSIA CARING LIMITED**

Company Number: **08442175**



Received for filing in Electronic Format on the: **22/12/2021**

XAJVH6J5

**Details of Charge**

Date of creation: **21/12/2021**

Charge code: **0844 2175 0003**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description: **THE FREEHOLD PROPERTY, CHERRY BLOSSOM CARE HOME, WARWICK ROAD, WALTON, PETERBOROUGH, PE4 6DE, TITLE NUMBER: CB345800.**

**Contains fixed charge(s).**

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

**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: **GATELEY PLC**



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

Company number: 8442175

Charge code: 0844 2175 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2021 and created by ALYSIA CARING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2021 .

Given at Companies House, Cardiff on 23rd December 2021

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**

DATE 21 December 2021

**PARTIES**

- (1) **ALYSIA CARING LIMITED** a company incorporated and registered in England and Wales (registered number 08442175) whose registered office is Southgate Office Village Block F, 288 Chase Road, London, N14 6HF (the **Acceding Chargor**); and
- (2) **AIB GROUP (UK) P.L.C.** a company incorporated and registered in Northern Ireland with company number NI018800 whose registered office is 92 Ann Street, Belfast BT1 3HH as lender (the **Lender**).

**INTRODUCTION**

- (A) This accession deed is supplemental to a Debenture (the **Debenture**) dated 1 April 2021 between the Chargor named in that Debenture and the Lender (as previously supplemented and amended by earlier Security Accession Deeds, if any).
- (B) This document is intended to take effect as a deed despite the fact the Lender may only execute it under hand.

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Capitalised terms defined in the Debenture (as defined above) have the same meaning in this accession deed unless expressly defined in this accession deed.
- 1.2 The provisions of clause 1.3 (*Construction*) of the Debenture apply to this accession deed as though they were set out in full in this accession deed, except that references to 'this deed' will be construed as references to this accession deed.
- 1.3 The schedules to this accession deed form part of this accession deed as if set out on the body of this accession deed.
- 1.4 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between any parties relating to any Finance Document are incorporated into this accession deed to the extent necessary to ensure that any disposition of property in this accession deed is valid under that section.

**2. ACCESSION**

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

**3. CREATION OF SECURITY**

**3.1 Security**

- 3.1.1 The Acceding Chargor covenants to pay or discharge, on demand, the Secured Liabilities when they fall due and in accordance with the terms of the Finance Documents.
- 3.1.2 This Security is:
  - (a) created in favour of the Lender;
  - (b) created over present and future assets of the Acceding Chargor;
  - (c) security for payment of all the Secured Liabilities; and
  - (d) made with full title guarantee under the LPMPA.
- 3.1.3 Clause 3.2 and clause 3.3 shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each Charged Asset within any particular class of assets specified.
- 3.1.4 Any failure to create an effective fixed Security Interest (for whatever reason) over a Charged Asset shall not affect the fixed nature of the Security Interest over any other Charged Asset, whether within the same class of assets or not.

### **3.2 Fixed charges**

3.2.1 The Acceding Chargor charges by first legal mortgage its Property listed in schedule 1 to this accession deed.

3.2.2 The Chargor charges by first fixed charge:

- (a) all its other interests in Property (not effectively charged by clause 3.2.1);
- (b) all its interest in Equipment;
- (c) its Subsidiary Shares, including those listed in schedule 2 to this accession deed;
- (d) all its Securities other than its Subsidiary Shares;
- (e) its Blocked Accounts, including those listed in schedule 3 to this accession deed;
- (f) all its other Bank Accounts;
- (g) all its Intellectual Property;
- (h) all its goodwill and uncalled capital;
- (i) all its Receivables;
- (j) its interests in the Material Contracts including those listed in schedule 4 to this deed; and
- (k) to the extent not effectively assigned under clause 3.3:
  - (i) all its Insurance;
  - (ii) all monies payable to it in respect of any claims under any Material Contracts;
  - (iii) its interests in the Hedging Agreement; and
  - (iv) all its Rental Income.

### **3.3 Assignments**

The Acceding Chargor assigns and will assign absolutely (subject to a condition for reassignment on irrevocable discharge in full of the Secured Liabilities) all its rights, title, interest and benefit in and to:

- 3.3.1 all its Insurance;
- 3.3.2 all monies payable to it in respect of any claims under any Material Contracts;
- 3.3.3 its interests in the Hedging Agreement; and
- 3.3.4 all its Rental Income.

### **3.4 Floating charge**

3.4.1 The Acceding Chargor charges by a first floating charge all its assets not effectively mortgaged, charged or assigned by fixed mortgage, fixed charge or assignment.

3.4.2 The floating charge created by clause 3.4.1 is a qualifying floating charge for the purpose of Paragraph 14 of Schedule B1 to the Insolvency Act.

## **4. NEGATIVE PLEDGE AND NO DISPOSAL**

The Acceding Chargor may not:

- 4.1 create, purport to create or permit to exist any Security Interest over any Charged Asset (unless it is Permitted Security); or
- 4.2 dispose of any Charged Asset (unless it is a Permitted Disposal),  
except as permitted by and in accordance with the Facilities Agreement or otherwise with the prior written consent of the Lender.

5. **REPRESENTATIONS AND WARRANTIES**

The Acceding Chargor is the legal and beneficial owner of the Subsidiary Shares identified against its name in schedule 2 to this accession deed (or, in the case of any held by a nominee its behalf, the beneficial owner); and

5.1 it is the legal and beneficial owner of the Charged Assets.

6. **INCORPORATION INTO DEBENTURE**

This accession deed and the Debenture shall be read together as one instrument and references in the Debenture to 'this deed' are deemed to include this accession deed.

7. **NOTICES**

The address (and the department or officer, if any, for whose attention the communication is to be made) of the Acceding Chargor for any communication or document to be made or delivered under or in connection with the Debenture (including this accession deed) is:

Address: Southgate Office Village Block F, 288 Chase Road, London, N14 6HF

Attention:

8. **GOVERNING LAW**

This accession deed and any non-contractual obligations arising out of or relating to it are governed by the laws of England and Wales.

**EXECUTED** as a deed and delivered on the date stated at the beginning of this accession deed.

# **SCHEDULE 1 – PROPERTY**

<b>Description</b>	<b>Tenure</b>	<b>Title Number</b>
Cherry Blossom Care Home, Warwick Road, Walton, Peterborough, PE4 6DE	Freehold	CB345800



**SCHEDULE 2 – SUBSIDIARY SHARES**

*Intentionally left blank*

**SCHEDULE 3 – BLOCKED ACCOUNTS**

*Intentionally left blank*



**SCHEDULE 4 – MATERIAL CONTRACTS**

*Intentionally left blank*

EXECUTION PAGE

CHARGOR

EXECUTED as a DEED by ALYSIA CARING )  
LIMITED acting by two directors )  
)

  
Director

  
Director

LENDER

SIGNED by \_\_\_\_\_ as attorney  
for AIB GROUP (UK) PLC under a power of  
attorney dated \_\_\_\_\_ :

