



Registration of a Charge

Company name: **WARREN PARK (CHAPELTOWN) LIMITED**

Company number: **09333453**



X44Y5DFD

Received for Electronic Filing: **09/04/2015**

Details of Charge

Date of creation: **07/04/2015**

Charge code: **0933 3453 0002**

Persons entitled: **FERN TRADING LIMITED (COMPANY NUMBER 06447318)**

Brief description:

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:

SHOOSMITHS LLP ON BEHALF OF FERN TRADING LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9333453

Charge code: 0933 3453 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2015 and created by WARREN PARK (CHAPELTOWN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2015 .

Given at Companies House, Cardiff on 10th April 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

ACCESSION DEED

(to be registered at Companies House)

THIS ACCESSION DEED is made on the 7th day of April 2015

Between:

- (1) **Warren Park (Chapletown) Limited**, a company incorporated in England and Wales (company number 09333453) whose registered office is at 133 Station Road, Sidcup, Kent DA15 7AA (the "**Acceding Obligor**"); and
- (2) **Fern Trading Limited**, a company incorporated in England and Wales (company number 06447318) whose registered office is at 33 Holborn, London EC1N 2HT (the "**Lender**").
- (3) **Astonbrook Care Limited** registered in England & Wales (registered number 09187663) (the "**Company**"),

and is supplemental to a debenture dated 4 December 2014 between, amongst others, the Lender and the Company (the "**Debenture**").

This Deed witnesses as follows:

- 1 Terms defined in the Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
- 2 The Acceding Obligor confirms that it has been supplied with a copy of the Debenture and that it is a Subsidiary of the Company.
- 3 The Acceding Obligor agrees to and Debenture with effect from the date of this Deed as an Obligor as if it were named in the Debenture as an Obligor (but so that the security created on this accession will be created on the date of this Deed).
- 4 Without prejudice to the generality of paragraph 3 above:
 - (a) all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Obligations; and
 - (b) all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5 The Acceding Obligor:
 - a) charges by way of legal mortgage any Real Property owned by it and specified in Part 1 of the schedule to this Deed;
 - b) charges by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to it (other than property charged under paragraph (a) above);
 - c) charges by way of fixed charge, all Plant and Machinery owned by it and its interest in any such Plant and Machinery in its possession, and specified in Part 2 of the schedule to this Deed;

- d) charges by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under paragraph o) below;
- e) charges by way of fixed charge, other than those validly and effectively assigned under paragraph o) below,
 - i all present and future Investments owned by it and specified in Part 3 of the schedule to this Deed;
 - ii all Investment Derivative Rights owned by it;
 - iii where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- f) charges by way of fixed charge, all present and future Intellectual Property Rights owned by it and specified in Part 4 of the schedule to this Deed;
- g) charges by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts held by it and the debt represented by those Accounts;
- h) charges by way of fixed charge, its goodwill;
- i) charges by way of fixed charge, its uncalled capital;
- j) charges by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 5 of the schedule to this Deed;
- k) charges by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 6 of the schedule to this Deed;
- l) to the extent permitted by law or under the terms of grant of any of the same, charges by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- m) charges by way of fixed charge, all rights, interests and claims in any pension fund now or in the future;
- n) charges by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed; and
- o) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title, interest and benefit from time to time in and to the:
 - i Material Contracts;
 - ii Insurance Policies;
 - iii Investments, and

- 6 The Additional Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its Real Property registered at the Land Registry:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Deed dated [●] in favour of Fern Trading Limited referred to in the charges register."*
- 7 The Additional Obligor applied to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any of its Real Property registered at the Land Registry:
- "Fern Trading Limited under a facility agreement dated 4 December 2014 between, Astonbrook Care Limited, Astonbrook Care Holdings Limited and Fern Trading Limited is under an obligation (subject to the terms of that facility agreement) to Astonbrook Care Limited to make further advances and the security agreement referred to in the charges register dated [●] in favour of Fern Trading Limited secures those further advances."*
- 8 The fact that no or incomplete details of any asset are inserted in the schedule to this Deed does not affect the validity of the security created by this Deed.
- 9 If the Acceding Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
- a) the Acceding Obligor must notify the Lender immediately;
 - b) unless the Lender otherwise requires, the Acceding Obligor must use all reasonable endeavours to obtain the consent as soon as practicable; and
 - c) the Acceding Obligor must promptly supply the Lender with a copy of the consent obtained by it.
- 10 The Acceding Obligor confirms that:
- (a) it is a limited liability company incorporated under the laws of England and Wales;
 - (b) no Enforcement Event is continuing or would occur as a result of it becoming an Additional Obligor; and
 - (c) each of the representations set out in clause 8 (*Representations*) of the Debenture are true and correct as at the date of this Deed as if made by reference to it, this Deed and the facts and circumstances then existing.
- 11 The Company for itself and as agent for the Obligors under the Debenture, agrees to all matters provided for in this Deed.
- 12 The Acceding Obligor acknowledges that other persons may be added to, or released from, the Debenture without the Acceding Obligor's consent.
- 13 The Debenture continues in full force and effect and the Debenture and this Accession Deed shall be read and construed as one document.

- 14 The provisions of Clauses 22.4 (Partial invalidity), 24 (Counterparts) and 26 (Jurisdiction) of the Debenture apply to this Deed as if set out in full in this Deed but as though references to the Debenture were references to this Deed.
- 15 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 16 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed was executed and delivered as a deed on the date written above.

SCHEDULE TO ACCESSION DEED

Accounts

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Real Property - Registered Land

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Real Property - Unregistered Land

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Intellectual Property Rights

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Shares

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Material Contracts

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SIGNATORIES

THE ACCEDING OBLIGOR

SIGNED as a DEED by)

Warren Park (Chapletown) Limited)

acting by a director in the presence of:

) Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address

Occupation

THE ORIGINAL OBLIGOR

SIGNED as a DEED by)

Astonbrook Care Limited)

acting by a director in the presence of:

) Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address

Occupation

THE LENDER

SIGNED by Fern Trading Limited

By: