

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there  
instrument Use form MR08



\*A51G130Z\*

A17

24/02/2016

#239

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 09729306

Company name in full ADL Liverpool Limited /

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 22 02 2016

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name HSBC BANK PLC /

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

4

## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

A Legal Mortgage over the freehold property known as Pelham Grove Nursing Home, Lark Lane, Liverpool  
HM Land Registry Title Number(s) **LA308082**

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes☒ No

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box

☒ Yes☐ No

8

Trustee statement<sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

## Signature

Please sign the form here

Signature

Signature

X *Clare Mumford* X

This form must be signed by a person with an interest in the charge

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Irene Hodson
Company name	Clarke Mummott LLP.
Address	Blackbrook Gate, Blackbrook Park Avenue
Post town	Taunton
County/Region	Somerset
Postcode	TA1 2PG
Country	ENGLAND.
DX	97175 Blackbrook
Telephone	0845 209 1308.

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

For companies registered in Scotland  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 9729306

Charge code: 0972 9306 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd February 2016 and created by ADL LIVERPOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2016

*Dx*

Given at Companies House, Cardiff on 1st March 2016



**Companies House**




**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

WE CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL

FOR AND BEHALF OF  
clarke willmott LLP



Checker's Initial	
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DATE 23 02 2016

**HSBC Bank plc**

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## LEGAL MORTGAGE

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### **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE**

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 edition) You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official

HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage

If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities

The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower

The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf

If there is more than one person named as Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person

This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future

This Mortgage and the Mortgage Deed Conditions contain other terms which affect you

**This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.**

**Third Party Legal Mortgage A2dco**

THIS LEGAL MORTGAGE dated the  
thousand and **SIXTEEN**

**22nd**

day of

**February**

two

BETWEEN Mortgagor ADL Liverpool Limited Number 09729306  
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY

to secure the Debt of Borrower ADL Plc Number 02463465

("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions

#### The Main Subject Matter of this Mortgage

##### 1. The Property and other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it)

- (a) **the Property: Freehold property known as Pelham Grove Nursing Home Lark Lane Liverpool registered at H M Land Registry with title number: ; LA308082**
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property,
- (c) any shares or membership rights mentioned in paragraph 3 of the Conditions,
- (d) any goodwill of any business from time to time carried on at the Property,
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property, and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower

##### 2 The Debt which is secured on the Property and other assets

The Debt ("the Debt") is

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in future due, or becoming due, from the Borrower to the Bank

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way)

- (i) overdrafts, personal and other loans or facilities and further advances of money,
- (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities,

**Form of Charge Filed at H M Land Registry under reference MD618V**

- (iii) discount, commission and other lawful charges and expenses,
  - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement
  - (b) money agreed to be paid by you under paragraph 24 of the Conditions,
  - (c) any amount due under the indemnity in paragraph 33 of the Conditions
- The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank

**3. Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above,

"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 charge dated 22 February 2016 in favour of the HSBC Bank plc referred to in the Charges Register"

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

**IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE**

Signed as deed by ADL Liverpool Limited acting by

Signature W. J. Davies Director

Name in full WILLIAM JEREMY DAVIES  
(Block letters)

(For use by a Company  
without a Common Seal)

Signature [Signature] Director/Secretary

Name in full \_\_\_\_\_  
(Block letters)

Signed as deed by ADL Liverpool Limited acting by

Signature \_\_\_\_\_ Director

Name in full \_\_\_\_\_  
(Block letters)

(For use where one director is  
authorised to sign)

In the presence of  
Signature of witness [Signature] Witness

Full name of witness Sir William Davies  
(Block letters)

Address Box Cottage, Sudbrook Lane, Peresham TW10 7AT

Occupation DIRECTOR

For and on behalf of HSBC Bank plc

[Signature]