

MR01

Particulars of a charge



Companies House

303234/130

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

☒ **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 the
instrument Use form MP1

This form must be delivered to the Registrar for registration
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
scanned and placed on the public record



R28LJP2A
RCS 17/05/2013 #125
COMPANIES HOUSE
A28DLUS3
A23 14/05/2013 #59
COMPANIES HOUSE

FRIDAY
TU

1 Company details

Company number 0 2 7 8 6 3 7 3

Company name in full WOODLAND NURSING HOMES 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 3 0 0 4 2 0 1 3

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

8 CANADA SQUARE, CITY OF LONDON E14 5HQ

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

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4	Description	
Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p> <p>LEGAL MORTGAGE OVER FREEHOLD PROPERTY KNOWN AS WALLIS COURT, ST LUKES ROAD, TORQUAY TQ2 5NY REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER DN60496</p> <p>WITH THE BENEFIT OF ALL RIGHTS, LICENCES, GUARANTEES, RENT, DEPOSITS CONTRACTS, DEEDS, UNDERTAKINGS AND WARRANTIES RELATING TO THE PROPERTY,</p> <p>ANY SHARES OR MEMBERSHIP RIGHTS IN ANY MANAGEMENT COMPANY FOR THE PROPERTY,</p> <p>ANY GOODWILL OF ANY BUSINESS FROM TIME TO TIME CARRIED ON AT THE PROPERTY,</p> <p>ANY RENTAL AND OTHER MONEY PAYABLE UNDER ANY LEASE, LICENCE OR OTHER INTEREST CREATED IN RESPECT OF THE PROPERTY, AND</p> <p>ANY OTHER PAYMENTS WHATEVER IN RESPECT OF THE PROPERTY</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
5	Fixed charge or fixed security	
	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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Trustee statement ^①

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

☐

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

9

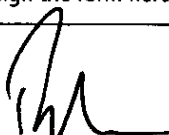
Signature

Please sign the form here

Signature

Signature

X



X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **PHILIP BROWN**

Company name **CLARKE WILLMOTT LLP**

Address

Post town **TAUNTON**

County/Region

Postcode

Country

DX **97175 TAUNTON BLACKBROOK**

Telephone **0845 209 1692**



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 or email 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

PROFORMA

Company Number 02786373
Company Name Woodland Nursing Homes Limited
Contact Name/ Organisation Philip Brown, Clarke Willmott LLP
Address DX 97175 TAUNTON BLACKBROOK

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR01/LLMR01)
- ☒ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

Part 6 of our MR01 form stated that the mortgage deed contains a floating charge
The mortgage deed does not contain a floating charge and the answer to the two
questions posed at part 6 of form MR01 should be answered in the negative



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2786373

Charge code: 0278 6373 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2013 and created by WOODLAND NURSING HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th May 2013.

DX

Given at Companies House, Cardiff on 20th May 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Checker's
Initial

HSBC Bank plc

LEGAL MORTGAGE

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.

**WE CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL**

**FOR AND BEHALF OF
clarke willmott LLP**

DATE 09/05/2013

Third Party Legal Mortgage A2dco

THIS LEGAL MORTGAGE dated the
thousand and *thirteen*

30th

day of

April

two

BETWEEN Mortgagor Woodland Nursing Homes Limited Number 02786373
("you")

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, P O Box 3924, 79 Hoyle Street, Sheffield S1 9BD

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 Wallis Court St Lukes Road Torquay TQ2 5NY registered at H M Land Registry with title number: ; **DN60496**
- (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 30 April 2013 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 a deed by Woodland Nursing Homes Limited acting by

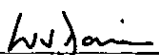
Signature  _____

Director

(For use by a
Company
without a
Common
Seal)

Name in full PEARL JACKSON

(Block letters)

Signature  _____

Director/Secretary

Name in full WILLIAM JEREMY DAVIS

(Block letters)

Executed as a deed by affixing the Common Seal
of Woodland Nursing Homes Limited in the presence of

Director _____

Company
Seal

(For use by a
Company
with a
Common
Seal)

Director/Secretary _____

For and on behalf of HSBC Bank plc

