



Registration of a Charge

Company name: **ABBEY TOTAL CARE GROUP LIMITED**

Company number: **04746712**



X70PAGX5

Received for Electronic Filing: **28/02/2018**

Details of Charge

Date of creation: **23/02/2018**

Charge code: **0474 6712 0003**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description:

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: **WE 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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4746712

Charge code: 0474 6712 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd February 2018 and created by ABBEY TOTAL CARE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th February 2018 .

Given at Companies House, Cardiff on 1st March 2018

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 27 February 2018 *Osborne Clarke LLP*

Signed

Charge of Securities

Osborne Clarke LLP, One London Wall, London, EC2Y 5EB

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner: Abbey Total Care Group Limited **Registered No:** 04746712

Bank: National Westminster Bank Plc

Securities:

- (a) 1000 ordinary shares of £1.00 each held by the Owner in Abbey Care Services Limited, a company incorporated in England and Wales with registered number 10099941; and
- (b) all other securities and investments belonging to the Owner, (i) which are held in the name of or to the order of the Bank or any nominee of the Bank, (ii) in respect of which the title documents or certificates are deposited with or held to the order of the Bank or any nominee of the Bank, or (iii) which are named in any schedule given to the Bank by the Owner,

in each case including all income, rights and cash on deposit derived from them.

1. **Owner's Obligations**

The Owner will pay to the Bank on demand all the Owner's Obligations. The **Owner's Obligations** are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

- 1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.
- 1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Securities or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

2. **Charge**

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee, assigns to the Bank all rights to the Securities.

3. **Undertakings**

The Owner undertakes:

- 3.1 to deposit with the Bank or its nominee all share certificates and other documents of title in respect of the Securities and all documents relating to any bonus or rights or other issue of stock or shares in respect of the Securities.
- 3.2 to pay any payments due in respect of the Securities.
- 3.3 where required by the Bank, to transfer to the Bank or its nominee legal title to any of the Securities and to procure that those Securities are registered in the name of the Bank or its nominee.
- 3.4 where required by the Bank, to mandate to the Bank all income derived from the Securities.
- 3.5 to comply with any obligation to provide information to the issuer of the Securities about the Owner or the voting rights held.

4. **Restrictions**

- 4.1 The Owner will not, without the Bank's consent:
 - 4.1.1 permit or create any mortgage, charge or lien on the Securities, or
 - 4.1.2 dispose of or assign the Securities.

- 4.2 If the Bank consents to the Owner disposing of any of the Securities and purchasing others as the Bank may approve, then the replacement securities will be subject to this deed and references to Securities includes them.

5. Return of Securities on Discharge

On discharge of this deed the Owner will accept in place of any of the Securities, other securities of the same class and denomination.

6. Powers of the Bank

- 6.1 The Bank will only exercise the rights attached to the Securities in accordance with the Owner's instructions except that the Bank may:

6.1.1 sell or instruct the sale of or transfer the Securities without restriction,

6.1.2 make all payments due in respect of the Securities or the rights attached to the Securities, and

6.1.3 exercise any rights attached to the Securities to realise or preserve their value.

- 6.2 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

- 6.3 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make a withdrawal will not waive this restriction in respect of future withdrawals.

- 6.4 The Bank may serve notice of this deed on any person to perfect the security.

7. Power of Attorney

To give effect to this deed and secure the exercise of any of the Bank's powers, the Owner irrevocably appoints the Bank to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

8. Application of Payments

- 8.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides.

- 8.2 If the Bank receives notice of any charge or other interest affecting the Securities, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date.

9. Preservation of Other Security and Rights and Further Assurance

- 9.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

- 9.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed.

10. Consents, Notices and Demands

- 10.1 All consents, notices and demands must be in writing.

- 10.2 The Bank may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to the Bank.

10.3 A notice or demand signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

10.4 A notice from the Owner to the Bank will be effective on receipt.

11. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

13. Possession and Exercise of Powers

13.1 The Bank does not have an immediate right to possession of the Securities, and the Owner will continue in possession until the Bank takes possession. If the Bank makes a demand, the Bank may then take possession or exercise any of its other powers without further delay.

13.2 Any purchaser or third party dealing with the Bank may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.

13.3 The Bank will not be liable to account to the Owner for any money not actually received by the Bank.

14. Law

14.1 English law applies to this deed and the English courts have exclusive jurisdiction.

14.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by

the Owner

)
) Director
)
)
)
) Director/Secretary
)

A witness is required if there is only one signature – which must be a Director

Witness' name in full _____

Signature _____

Address _____

Occupation _____

Date 12 31 10 20 11 8

You must date
the document