

LQ01

Notice of appointment of an administrative receiver, receiver or manager

What this form is for
You may use this form to give
notice of the appointment of an
administrative receiver, receiver or
manager of a company's property

What this form is NOT for
You cannot use this form to give
notice of a cessation to act as an
administrative receiver, receiver or
manager. To do this you must use
LQ02. Also, you cannot use this form
for a Scottish company.

TUESDAY



A1ESFL3N

A16

07/08/2012

#307

COMPANIES HOUSE

1 Company details

Company number **06127530**
Company name in full **A & R Healthcare Limited**

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

All fields are mandatory unless
specified or indicated by *

2 Statement of appointment

Name **I/We Michaelchurch Management Limited**
of 45 Great Peter Street, London,
SW1P 3LT
give notice that **Julian N R Pitts and David F**
Wilson of Begbies Traynor (Central) LLP, Glendora,
House, Hawthorn Park Coal Road, Leeds, LS14 1PA
was appointed as
☒ Receiver
☐ Administrative receiver
☐ Manager
of
☒ part of the property of the company
☐ the whole of the property of the company

The appointment was made by (Please complete A or B)

Name of court **A an order of the**

Date of order made on **04/05/2012**

Date of appointment **B me/us**

on **04/05/2012**

Please enter the date and description of the instrument

Date of instrument **21/04/2012**

Description of instrument **under the Powers contained in the legal mortgage of**
the property known as Seaview Nursing Home,
Marine Parade, Saltburn by the Sea, Cleveland, TS12 1DY

Case 51
Charge 3

LQ01

Notice of appointment of an administrative receiver, receiver or manager

3

Signature

Please sign the form here

Signature

Signature


Director

LQ01

Notice of appointment of an administrative receiver, receiver or manager

Where to send

Daniel Hurton

Begbies Traynor (Central) LLP

Glendevon House

Hawthorn Park

Coal Road

Leeds LS14 1PQ

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 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

0113 2375560

Dated 20 December 2011

SANTANDER UK PLC

and

MICHAELCHURCH MANAGEMENT LIMITED

MORTGAGE SALE AGREEMENT

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THIS AGREEMENT is made on the 20 December 2011

BETWEEN

- (1) **SANTANDER UK PLC**, a company incorporated in England and Wales (registered number 02294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (the "Seller"), and
- (2) **MICHAELCHURCH MANAGEMENT LIMITED**, a company incorporated in England and Wales (registered number 7667483) whose registered office is situated at 45 Great Peter Street, London SW1P 3LT (the "Buyer")

WHEREAS

- (A) The Seller (or a member of the Seller's Group) holds a portfolio of Mortgages secured on commercial properties in England and Wales.
- (B) The Seller has agreed to sell (or procure the sale of), and the Buyer has agreed to purchase, all right title, interest, benefit and obligation (both present and future) of the Seller (or the relevant member of the Seller's Group), to and under the Mortgages on the terms set out in this Agreement.

IT IS NOW AGREED as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following words and expressions bear the meanings respectively set out below

"Additional Services"	has the meaning given in <u>clause 6.2</u>
"Administration Services"	has the meaning given in <u>clause 6.1</u>
"Assets"	means the Loans, Mortgages, Collateral Security and Other Interests.
"Borrower"	means in relation to each Mortgage, the person named as such in the relevant Mortgage Deed and, where there is more than one such person means a reference to each and all of them
"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in London
" XXXXXX Mortgages"	means the Mortgages registered against title numbers XXXXXX , XXXXXX and XXXXXX

- (K) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules

1 3 The headings in this Agreement do not affect its interpretation

1 4 A reference in Schedule 1 (Warranties) to "so far as the Seller is aware" means the actual knowledge of each of Paul Hammett and Rob Smith and such knowledge as each of them would have had he made due enquiry at the date of this Agreement. The Seller shall not be deemed to have knowledge of any matter save as aforesaid

2 SALE AND PURCHASE

2 1 Subject to the terms and conditions of this Agreement, with effect from and including the Completion Date, the Seller with full title guarantee agrees to transfer (or procure the transfer) by way of an assignment and the Buyer agrees to take an assignment of

- (A) subject to the subsisting rights of redemption of each of the Borrowers and all other rights of the Borrowers under the Mortgage Documentation (and otherwise free from any encumbrances) all right, title, interest and benefit of the Seller (both present and future) in and under each of the Assets including without limitation

(i) the right to demand, sue for, recover, receive and give receipts for all principal monies payable or to become payable under the Mortgages or the unpaid part thereof, and the interest and all other amounts due or to become due thereon together with all right, title, benefit and interest arising under or in connection with the agreements for the Loans;

(ii) the benefit of all securities for all principal monies and interest payable under the Mortgages (including without limitation any Collateral Security), the benefit of and the right to sue on all covenants with and obligations in favour of the Seller in each Mortgage including covenants and obligations on the part of sureties and the right to exercise all powers of the Seller in relation to each Mortgage

(iii) the benefit of any cash collateral deposited by a Borrower as security for a Loan;

(iv) to the extent assignable without any third party consent, all causes and rights of action of the Seller against any person in connection with any report, valuation, opinion, certificate or other statement of fact or opinion given in connection with any Mortgage or affecting the decision to make the relevant Loan; and

- (B) the benefit of the Seller (both past and future) in relation to any deeds of appointment where the Seller has appointed an administrator or a receiver.

- 2.2 The sale and purchase of the Mortgages pursuant to clause 2.1(A) shall
- (A) in the case of any Property which comprises registered land in England and Wales, be effected by a Form of Transfer in the form set out or referred to in Schedule 3, and
 - (B) in the case of unsecured loans identified as such (if any) on the List of Mortgages, be effected by this Agreement itself
- 2.3 If at (or at any time after) Completion, the Seller holds, or there is held to its order or it receives, or there is received to its order any property, interest, right or benefit hereby agreed to be sold and/ or the proceeds thereof or any correspondence relating thereto, the Seller undertakes with the Buyer that it will hold such property, interest, right or benefit and/ or the proceeds thereof upon trust for the Buyer and in the case of proceeds shall forthwith pay such proceeds to the Buyer or as the Buyer may direct
- 2.4 If at (or at any time after) Completion the Buyer holds, or there is held to its order or it receives, or there is received to its order, any property interest, right or benefit which is not hereby agreed to be sold and/ or the proceeds thereof or any correspondence relating thereto, the Buyer undertakes with the Seller that it will hold such property, interest, right or benefit and/ or the proceeds thereof upon trust for the Seller as the beneficial owner thereof or as the Seller may direct and in the case of proceeds shall forthwith pay such proceeds to the Seller or as the Seller may direct
- 2.5 The Buyer acknowledges that with effect from Completion the Seller will have no residual beneficial or other interest in any of the Loans, Mortgages or other Assets and that accordingly with effect from Completion all risk in relation to the Loans shall be the Buyer's and the Buyer shall have no recourse to the Seller in respect of any arrears, bad debts or other losses in relation to the Loans (save only to the extent that there may be a breach of Warranty or any other term of this Agreement by the Seller)
- 2.6 All costs, outgoings and other liabilities relating to Properties including but not limited to a receiver's costs and expenses, property manager's fees and expenses, the cost of any works at or to the Properties and utility costs shall be apportioned on a time basis so that such part of such costs, outgoings and other liabilities as is attributable to the period ending on the day of Completion (which for these purposes shall include any such costs, outgoings and other liabilities incurred after Completion pursuant to instructions given by the Seller prior to Completion) shall be borne by the Seller and each part of such costs, outgoings and liabilities as is attributable to the period commencing on the day immediately after the day of Completion shall be borne by the Buyer
- 2.7 The Seller shall deliver to the Buyer as soon as reasonably practicable, and in any event within 30 Business Days after Completion, a statement of accounts from each receiver or administrator appointed in respect of each Property setting out all fees incurred in relation to such appointment and Property (as at a date not more than

five Business Days prior to the Completion Date), confirming that all such fees have been paid and describing any works or activities which have been approved to be performed following the Completion Date but which have yet to be invoiced and/or paid or which have already been paid by the Seller

3 CONSIDERATION AND RETENTIONS

- 3.1 The total consideration payable by the Buyer (the "Consideration") for the sale and purchase of the Loans and all the rights and obligations referred to in clause 2.1 shall be [REDACTED].
- 3.2 At Completion the Buyer shall pay to the Seller an amount equal to the Consideration in accordance with clause 4.3(A) less the amount of [REDACTED] to be retained in respect of the [REDACTED].
- 3.3 In respect of the [REDACTED] the Buyer undertakes to the Seller to use its reasonable endeavours to further investigate the issues discovered prior to the date hereof including but not limited to certain leasehold, planning, environmental and access issues which relate to the Properties the subject of the [REDACTED] and to determine whether in the Buyer's reasonable opinion it will be able to dispose of such Properties on acceptable commercial terms within a reasonable period of time.
- 3.4 The Buyer may give the Seller notice in writing that it wishes to pay the [REDACTED] unconditionally forthwith in which case the Buyer shall promptly transfer the amount of the [REDACTED] to the Seller.
- 3.5 If the Buyer has not given the Seller notice in accordance with either clause 3.4 above or clause 3.6 below within six months of Completion then following the date which falls six months plus two Business Days from Completion, the Buyer shall promptly transfer the amount of the China Retention to the Seller.
- 3.6 The Buyer may give notice in writing to the Seller that the [REDACTED] shall no longer form part of this Agreement and with effect from such notice
- (A) the [REDACTED] shall be deemed assigned to the Seller (with such title as transferred to the Buyer hereunder), and
 - (B) the Consideration payable to the Seller shall be automatically reduced by the amount of the [REDACTED].
- 3.7 Should the Buyer give notice in accordance with clause 3.6 above in relation to the [REDACTED], the Seller shall reimburse the Buyer on demand for any amount paid by the Buyer (less any amount received by the Buyer) pursuant to clause 2.6 above regarding the Property the subject of the [REDACTED].

Schedule 5 (List of Mortgages)

Address	Title number(s)	Date of charge	Borrower(s)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Seaview Nursing Home, 41 Marine Parade, Saltburn-by-the-Sea TS12 1DY	CE82919	5 April 2007	A & R Healthcare (Co No. 06127530)
Seaview Nursing Home, 31 Pearl Street TS12 1DU	CE76077	5 April 2007	A & R Healthcare (Co. No 06127530)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

AS WITNESS the hands of a duly authorised signatory of the Seller and the Buyer on the date,
which appears first on page 1

Signed by)
for and on behalf of)
SANTANDER UK PLC)

Signed by) 
for and on behalf of)
MICHAELCHURCH MANAGEMENT LIMITED)

2. 10/6/02

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