



**Registration of a Charge**

Company name: **DARLINGTON NEUROLOGICAL CARE CENTRE LTD**

Company number: **10532297**



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Received for Electronic Filing: **27/02/2017**

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**Details of Charge**

Date of creation: **17/02/2017**

Charge code: **1053 2297 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS LENDER**

Brief description: **ALL THOSE LEASEHOLD PREMISES KNOWN AS LAND AT LAKESIDE CARE CENTRE, LAKESIDE, DARLINGTON AND DEMISED BY A LEASE DATED ON OR AROUND 17 FEBRUARY 2017 AND MADE BETWEEN (1) BADBY PROPERTIES (DARLINGTON) S.A R.L. AND (2) DARLINGTON NEUROLOGICAL CARE CENTRE LTD.**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**LISA ZHAO, CMS CAMERON MCKENNA LLP**



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

Company number: 10532297

Charge code: 1053 2297 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2017 and created by DARLINGTON NEUROLOGICAL CARE CENTRE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2017 .

Given at Companies House, Cardiff on 28th February 2017

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**

DATE: 17 FEBRUARY 2017

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**SUPPLEMENTAL LEGAL MORTGAGE OVER LAKESIDE CARE CENTRE, LAKESIDE,  
DARLINGTON**

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**DARLINGTON NEUROLOGICAL CARE CENTRE LTD (AND OTHERS)**  
and

**THE ROYAL BANK OF SCOTLAND PLC**

**Supplemental Legal Mortgage Over Land**

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CMS Cameron McKenna LLP  
Cannon Place  
78 Cannon Street  
London EC4N 6AF  
T +44 20 7367 3000  
F +44 20 7367 2000

## TABLE OF CONTENTS

1.	Definitions and Interpretation .....	2
	Definitions .....	2
	Construction.....	2
2.	Grant of Security .....	2
	Legal Mortgage.....	2
	Implied Covenants for Title.....	3
3.	Incorporation of Provisions of Debenture.....	3
	Incorporation.....	3
	Confirmation.....	3
4.	Perfection of Security .....	4
	Registration at HM Land Registry .....	4
	Further Advances .....	4
5.	Counterparts.....	4
6.	Governing Law .....	4
7.	Enforcement.....	4
	Jurisdiction.....	4
	Service of Process .....	5
	Waiver of Immunity.....	5
	Schedule 2 New Mortgaged Property.....	7
	Part 1 - Registered Land .....	7
	Part 2 - Unregistered Land.....	7

THIS SUPPLEMENTAL DEED is made on the

17

day of

FEBRUARY  
2017

**BETWEEN:**

- (1) THE COMPANIES whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the "Chargors" and each a "Chargor"); and
- (2) THE ROYAL BANK OF SCOTLAND PLC (registered number SC090312) whose registered office is at 36 St Andrew Square, Edinburgh, EH2 2YB as lender (the "Lender").

**WHEREAS:**

- (A) This Supplemental Deed is supplemental to a debenture dated on around the date of this Supplemental Deed and made among (1) the Chargors and (2) the Lender (the "Debenture") in connection with the Facilities Agreement and the other Finance Documents (as defined in the Debenture).
- (B) In consideration of the Lender providing and continuing to provide the facilities contained in the Facilities Agreement, each Chargor has agreed to enter into this Supplemental Deed.
- (C) The board of directors of each Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Deed is in the interests of that Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

*Definitions*

- 1.1 Terms defined in the Debenture shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed:

"New Mortgaged Property": any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any "New Mortgaged Property" shall include references to the whole or any part or parts of it.

*Construction*

- 1.2 All of the provisions of Clauses 1.2 to 1.12 (*Construction*) (inclusive) of the Debenture shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to this "Deed" were references to this Supplemental Deed.
- 1.3 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Lender may not execute this document as a deed.
- 1.4 This Supplemental Deed is designated as a Finance Document.

**2. GRANT OF SECURITY**

*Legal Mortgage*

- 2.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Lender by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 2 (*New Mortgaged Property*).

- 2.2 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Debenture*), any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:
- 2.2.1 the benefit of any covenants for title given or entered into by any predecessor in title of each Chargor, and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities, in respect of that New Mortgaged Property;
  - 2.2.2 the proceeds of sale of any part of, and any other moneys paid or payable in respect of or in connection with, that New Mortgaged Property; and
  - 2.2.3 all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that New Mortgaged Property.

*Implied Covenants for Title*

- 2.3 The security granted by each Chargor under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

**3. INCORPORATION OF PROVISIONS OF DEBENTURE**

*Incorporation*

- 3.1 The parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Debenture and this Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to “**this Deed**” shall be read as a reference to the Debenture as supplemented by this Supplemental Deed.
- 3.3 The definitions of “**Charged Property**” and “**Mortgaged Property**” in the Debenture shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*).

*Confirmation*

- 3.4 This Supplemental Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Supplemental Deed.
- 3.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 3.
- 3.6 Each Chargor certifies that this Supplemental Deed does not contravene its constitutional documents.

#### **4. PERFECTION OF SECURITY**

##### ***Registration at HM Land Registry***

- 4.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Lender in relation to any New Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Lender to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such New Mortgaged Property:

*"No disposition of the registered estate by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction.] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of [insert full name of the Lender] referred to in the charges register [or its conveyancer [or specify appropriate details]]".*

- 4.2 If the title to any New Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that New Mortgaged Property without the prior consent in writing of the Lender.
- 4.3 Whether or not the title to any of the New Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any New Mortgaged Property, that Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Supplemental Deed, that Chargor shall immediately and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

##### ***Further Advances***

- 4.4 The Lender covenants with each Chargor that it shall perform its obligations to make advances under any agreement to which it and any Chargor is a party (including any obligation to make available further advances).

#### **5. COUNTERPARTS**

- 5.1 This Supplemental Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Deed. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

#### **6. GOVERNING LAW**

This Supplemental Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

#### **7. ENFORCEMENT**

##### ***Jurisdiction***

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute relating to the existence, validity

or termination of this Supplemental Deed or any non-contractual obligation arising out of or in connection with this Supplemental Deed) (a “Dispute”).

- 7.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 7.3 Clauses 7.1 and 7.2 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

#### *Service of Process*

- 7.4 Without prejudice to any other mode of service allowed under any relevant law, each Chargor (other than a Chargor incorporated in England and Wales):
- 7.4.1 irrevocably appoints Sunfleur Limited, whose address for service is c/o Patron Capital Partners, One Vine Street, One Vine Street, London, W1J 0AH as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed (and by its execution of this Deed accepts that appointment); and
- 7.4.2 agrees that failure by an agent for service of process to notify the relevant Chargor of the process will not invalidate the proceedings concerned.
- 7.5 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the relevant Chargor must immediately (and in any event within five (5) days of such event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another agent for this purpose.

#### *Waiver of Immunity*

- 7.6 To the extent that any of the Chargors may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), that Chargor irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of that jurisdiction.

IN WITNESS of which this Supplemental Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

**SCHEDULE 1**  
**THE CHARGORS**

	<b>Name of Chargor</b>
1.	Badby Properties (Darlington) S.à r.l., (formerly registered under the corporate name Patron Amos S.à r.l.), a private limited liability company ( <i>société à responsabilité limitée</i> ) incorporated under the laws of Luxembourg, with registered office at 6, Avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under registration number B 211.134.
2.	Darlington Neurological Care Centre Ltd, a private limited company incorporated under the laws of England and Wales, with registered office at One Vine Street, London, United Kingdom, W1J 0AH, and company number 10532297

## SCHEDULE 2

### NEW MORTGAGED PROPERTY

#### Part 1 - Registered Land

(Freehold, commonhold or leasehold property in England and Wales of which the relevant Chargor is registered as the proprietor at the Land Registry)

Name of Chargor	Premises at:	County/District	Registered at HM Land Registry under Title No:
Badby Properties (Darlington) S.à r.l.	The freehold property known as Lakeside Care Centre, Lakeside, Darlington, DL1 5TH registered at the Land Registry under Title Number DU127912 and land to the south of Darlington, Lakeside registered under Title Number DU298982.	Durham	DU127912 and DU298982
Darlington Neurological Care Centre Ltd	All those leasehold premises known as land at Lakeside Care Centre, Lakeside, Darlington and demised by a lease dated on or around the date of this Deed and made between (1) Badby Properties (Darlington ) S.à r.l. and (2) Darlington Neurological Care Centre Ltd	Durham	To be confirmed when lease is entered into.

#### Part 2 - Unregistered Land

(Freehold or leasehold property in England and Wales title to which is not registered at the Land Registry of which the relevant Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title:

None.

**EXECUTION PAGE**

**THE CHARGORS**

Executed as a deed by )  
**BADBY PROPERTIES** )  
**(DARLINGTON) S.À R.L.** )  
on being signed by: )  
..... **Géraldine Schmit** )  
..... **Manager**



Manager

Executed as a deed by  
**DARLINGTON NEUROLOGICAL CARE)**  
**CENTRE LTD**

)  
)  
on being signed by: )

.....  
Director

.....  
in the presence of:

Signature of witness: .....

Name: .....

Address: .....

Occupation: .....

EXECUTION PAGE

THE CHARGORS

Executed as a deed by )  
**BADBY PROPERTIES** )  
**(DARLINGTON) S.À R.L.** )  
on being signed by: ) .....  
 ) Manager  
.....

Executed as a deed by  
**DARLINGTON NEUROLOGICAL CARE)**  
**CENTRE LTD**

)  
)  
on being signed by: )  
Director

DANIEL KAY  
in the presence of:

Signature of witness:

Name:

Address:

Occupation:

.....  
.....  
.....  
.....  
.....

**THE LENDER**

Executed as a deed by

**THE ROYAL BANK OF SCOTLAND PLC**

on being signed by:

.....*Neil Perry*.....

in the presence of:

)  
)  
)  
)



Authorised Signatory

Signature of witness:



Name:

.....*THOMAS HATTON*.....

Address:

.....*3rd Floor, Argyll House  
Rugby, WTB 3PB*.....

Occupation:

.....*BANKER*.....