



Registration of a Charge

Company Name: **IMPACT PROPERTY 4 LIMITED**

Company Number: **11593214**



Received for filing in Electronic Format on the: **27/09/2023**

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Details of Charge

Date of creation: **22/09/2023**

Charge code: **1159 3214 0038**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **LAND AT RADBROOK NURSING HOME, STANHILL ROAD, SHREWSBURY SY3 6AL WITH TITLE NUMBER SL259553 EXCLUDING THE LAND SHOWN SHADED RED ON THE PLAN ATTACHED AT PART III OF THE SCHEDULE WHICH IS DUE TO BE REGISTERED WITH TITLE NUMBER SL280906 AND LAND ADJOINING RADBROOK NURSING HOME, STANHILL ROAD OFF BANK FARM ROAD, RADBROOK, SHREWSBURY, SHROPSHIRE, SY3 6AL CURRENTLY FORMING PART OF TITLE NUMBER SL185177 SHOWN EDGED AND COLOURED PURPLE ON THE PLAN ATTACHED AT PART III OF THE SCHEDULE AND AS MORE PARTICULARLY DESCRIBED IN THE SCHEDULE OF THE INSTRUMENT.**

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: **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:

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11593214

Charge code: 1159 3214 0038

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd September 2023 and created by IMPACT PROPERTY 4 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2023 .

Given at Companies House, Cardiff on 29th September 2023

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**

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Dated: 22 September 2023

(1) **IMPACT PROPERTY 4 LIMITED**

(2) **HSBC UK BANK PLC** as Security Agent

Supplemental Mortgage

This Supplemental Mortgage is made on 22 September 2023 between:

- (1) **IMPACT PROPERTY 4 LIMITED**, registered in England and Wales (registered number 11593214) and having its registered office at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF (the "**Chargor**"); and
- (2) **HSBC UK BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Mortgage:

"**Facility Agreement**" means a facility agreement dated 3 April 2020 between, amongst others, the Chargor, the Security Agent and the other Finance Parties, as amended and restated pursuant to amendment and restatement agreements dated 6 October 2021 and 31 October 2022 and as further amended by amendment agreements dated 30 March 2023 and 8 September 2023.

"**Mortgaged Property**" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"**Secured Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

"**Security Agreement**" means a security agreement dated 31 October 2022 between the Chargor and the Security Agent.

1.2 Construction

In this Supplemental Mortgage:

- 1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Mortgage;
- 1.2.2 the provisions of clause 1.2 (*Construction*) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:
 - 1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and
 - 1.2.2.2 references to the Real Property listed in Schedule 2 (*Details of Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage; and
- 1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

- 1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.
- 1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

2. **COVENANT TO PAY**

The Chargor, as principal debtor and not just as surety, covenants with the Security Agent to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargor charges by way of first legal mortgage the Mortgaged Property.

3.2 **Fixed charges**

The Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;
- 3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and
- 3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Chargor assigns by way of security:

- 3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);
- 3.3.2 the Lease Documents; and
- 3.3.3 the Rental Income,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 2 (*Details of Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

- 4.1.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Mortgage; and

- 4.1.2 references to the Real Property listed in Schedule 2 (*Details of Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Mortgage.

5. **RESTRICTION**

The Chargor shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at HM Land Registry:

"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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of HSBC UK Bank plc referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. **CONTINUATION**

- 6.1 Except as supplemented by this Supplemental Mortgage, the Security Agreement will remain in full force and effect.
- 6.2 On and from the date of this Supplemental Mortgage:
- 6.2.1 this Supplemental Mortgage and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and
- 6.2.2 the Chargor acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Mortgage.

7. **COUNTERPARTS**

This Supplemental Mortgage 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 the Supplemental Mortgage.

8. **GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. **JURISDICTION**

- 9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 9.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.
- 9.3 This Clause 9 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.

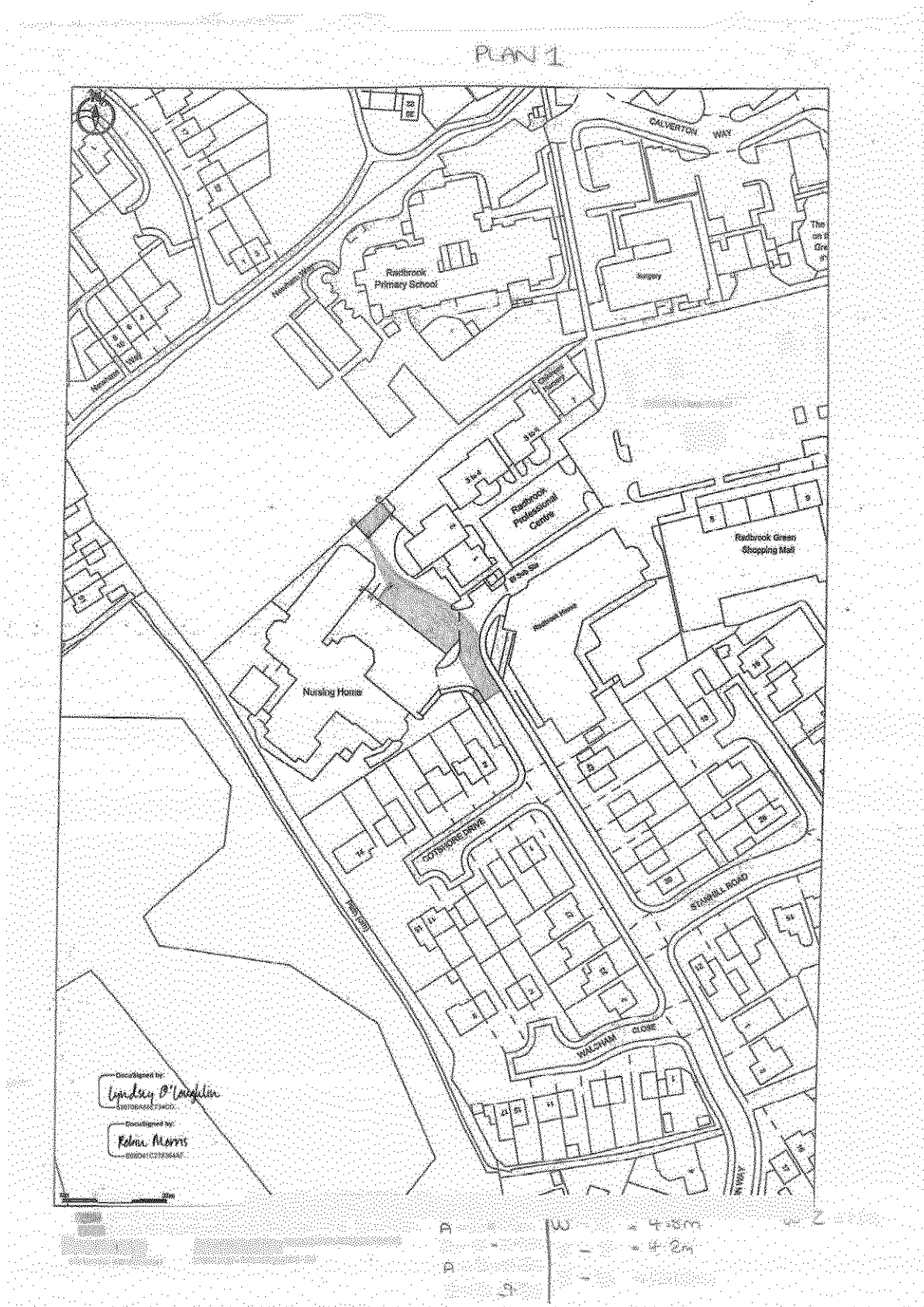
SCHEDULE**Details of Secured Property****Part I – Mortgaged Property**

Property Name	Title Number	Address	Tenure	Chargor
Radbroke Nursing Home	SL259553	Radbroke Nursing Home, Stanhill Road, Shrewsbury SY3 6AL excluding the land shown shaded red on the plan attached at Part III of this Schedule which is due to be registered with Title Number SL280906 and which is the subject of a transfer dated 9 January 2023 made between (1) Morris Care Limited and (2) Morris & Company Limited	Freehold	Impact Property 4 Limited
	Provisional Title Number SL280905	Land adjoining Radbroke Nursing Home, Stanhill Road, Off Bank Farm Road, Radbroke, Shrewsbury, Shropshire, SY3 6AL currently forming part of Title Number SL185177 shown edged and coloured purple on the plan attached at Part III of the Schedule and which is the subject of a transfer dated 9 January 2023 made between (1) Morris & Company Limited and (2) Morris Care Limited	Freehold	Impact Property 4 Limited

Part II – Insurances

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Impact Property 4 Limited	Buildings Insurance with policy number: 100615806CPO	15 August 2023	99.99%: Aviva Insurance Ltd, Aviva, London International Team, St Helens, 1 Undershaft, London EC3P 3DQ (For the attention of Robert Goodwin) 0.01% Aspen Insurance (UK) Ltd, 30 Fenchurch Street, London, EC3M 3BD
Impact Property 4 Limited	Rent, Property Owners' Liability Insurance with policy number: 100615806CPO	15 August 2023	Aviva Insurance Ltd, Aviva, London International Team, St Helens, 1 Undershaft, London EC3P 3DQ (For the attention of Robert Goodwin)
Impact Property 4 Limited	Terrorism Insurance with policy number: 100615806CPO	15 August 2023	Arch Insurance (UK) Ltd, 5 th Floor, 60 Great Tower Street, London, England EC3R 5AZ

Part III - Plan



EXECUTION of SUPPLEMENTAL MORTGAGE

Executed as a deed by)
IMPACT PROPERTY 4 LIMITED,)
acting by one director in the presence of:)
Witness signature: [Redacted] **Director**
Name: David Yaldron
Witness name: Charlotte Finch
Witness address: [Redacted]

The Security Agent
Executed as a deed by **HSBC UK BANK PLC**)
acting by its attorney Sean Sheffield)
in the presence of:)
HSBC UK BANK PLC acting by its attorney
Witness signature: [Redacted]
Witness name: Cameron Mair
Witness address: [Redacted]