



Registration of a Charge

Company name: **CARE UK MENTAL HEALTH PARTNERSHIPS LIMITED**

Company number: **01833385**



X2KW4DGO

Received for Electronic Filing: **11/11/2013**

Details of Charge

Date of creation: **08/11/2013**

Charge code: **0183 3385 0008**

Persons entitled: **ING BANK N.V., LONDON BRANCH**

Brief description: **PURSUANT TO THE CHARGE THE COMPANY CHARGED BY WAY OF FIRST LEGAL MORTGAGE THE PROPERTY, BEING: RIVERBANK, 2A PARK ROAD, HULL HU3 1TH WITH TITLE NUMBER HS79941; WALSALL, 255 LICHFIELD ROAD, LITTLE BLOXWICH, WALSALL WS3 3DH WITH TITLE NUMBER MM2029; AND RHODES FARM, THE RIDGEWAY, MILL HILL, LONDON NW7 1RH WITH TITLE NUMBER NGL320196 (COLLECTIVELY THE "PROPERTY"), TOGETHER WITH ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) ON THE PROPERTY.**

Notification of addition to or amendment of charge.

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:

SHEARMAN & STERLING (LONDON) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1833385

Charge code: 0183 3385 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2013 and created by CARE UK MENTAL HEALTH PARTNERSHIPS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2013 .

Given at Companies House, Cardiff on 11th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Supplemental Legal Charge

The Companies listed in Schedule 1

and

ING Bank N.V., London Branch
as Security Agent

relating to a Debenture dated 21 July 2010

Note: the application of recoveries under this supplemental legal charge
is regulated by the terms of the Intercreditor Agreement

8th November
~~October~~ 2013

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CONTENTS

CLAUSE	PAGE
1. INTERPRETATION AND CONSTRUCTION	1
2. CHARGING CLAUSE	1
3. INCORPORATION	1
4. LAND REGISTRY	2
5. CONTINUATION	2
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	2
7. ACKNOWLEDGEMENTS	3
8. INTERCREDITOR AGREEMENT	3
9. COVENANT TO RELEASE	3
10. GOVERNING LAW AND JURISDICTION	3
11. COUNTERPARTS	3
SCHEDULE 1	1
The Charging Companies	1
SCHEDULE 2	2
The Properties	2

THIS DEED is made on 8th November ~~October~~ 2013

BETWEEN:

- (1) The Companies listed in Schedule 1 (the "Charging Companies"); and
- (2) ING BANK N.V., LONDON BRANCH as security trustee for itself and the other Secured Parties (the "Security Agent").

RECITALS

- (A) This deed is supplemental to a debenture dated 21 July 2010 (the "Original Debenture") between, amongst others, each Charging Company and the Security Agent.
- (B) Each Charging Company owns or has acquired an interest in the freehold¹ properties specified in the schedule to this deed (together the "Property") and is required to enter into this deed pursuant to clause 5 (*Further Assurance*) of the Original Debenture.
- (C) This deed is supplemental to the Original Debenture and it is intended that it takes effect as a deed notwithstanding the fact that a party may only execute it under hand.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION AND CONSTRUCTION

- 1.1 Words and expressions defined in the Original Debenture and in the Senior Facilities Agreement (itself defined in the Original Debenture) and the Senior Secured Indenture (itself defined in the Original Debenture) have, unless expressly defined in this deed or the context requires otherwise, the same meaning in this deed.
- 1.2 The provisions of clause 1.3 (*Other References*) of the Original Debenture apply to this deed as though they were set out in full in this deed except that references to the Original Debenture are to be construed as references to this deed.
- 1.3 The terms of the Senior Finance Documents and of any side letters between any party in relation to any Senior Finance are incorporated in this deed to the extent required for any purported disposition of the Property contained in this deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. CHARGING CLAUSE

Each Charging Company, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property.

3. INCORPORATION

The provisions of clauses 4 (*Continuing Security*) to clause 25 (*Governing Law and Jurisdiction*) (both inclusive) of the Original Debenture shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed and references in the Original Debenture to "a Charging Company" shall be deemed to be references to each of the Charging Companies.

4. **LAND REGISTRY**

- (a) In relation to the real property charged by way of legal mortgage under this deed situated in England and Wales, the Charging Companies hereby irrevocably consent to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Proprietorship Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) on the prescribed Land Registry form and in the following or substantially similar terms:

"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 ● in favour of ING Bank N.V., London Branch as Security Agent referred to in the charges register."

- (b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into this deed) and this security has been made for securing those further advances. In relation to the real property charged by way of legal mortgage under this deed situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Charges Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of this deed) that there is an obligation to make further advances on the security of the registered charge.
- (c) In respect of any part of the Property title which is registered at Land Registry, it is certified that the security created by this deed does not contravene any of the provisions of the articles of association of the Charging Companies.

5. **CONTINUATION**

- (a) The Original Debenture will remain in full force and effect as supplemented by this deed. From the date of this deed, the Original Debenture and this deed shall be read and construed together.
- (b) This security is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other security or right which the Security Agent and/or any other Secured Party may now or after the date of this deed hold for any of the Indebtedness and this security may be enforced against each of the Charging Companies without first having recourse to any other rights of the Security Agent or any other Secured Party.
- (c) References in the Original Debenture to "this deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this deed.

6. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Charging Companies shall not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Property,

except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent.

7. **ACKNOWLEDGEMENTS**

7.1 This document is a Transaction Security Document for the purposes of the Senior Facilities Agreement and a Security Document for the purposes of the Senior Secured Indenture.

7.2 For the avoidance of doubt, from the date of this deed the Property shall not be treated as an Excluded Leasehold Property for the purposes of this deed or the Original Debenture.

8. **INTERCREDITOR AGREEMENT**

The application of recoveries under this deed is regulated by the terms of the Intercreditor Agreement.

9. **COVENANT TO RELEASE**

Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of each of the Charging Companies, take any action which may be necessary to release the Property from the security constituted by this deed.

10. **GOVERNING LAW AND JURISDICTION**

- (a) This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- (c) For the benefit of the Secured Parties only, the parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

11. **COUNTERPARTS**

This 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 the deed.

IN WITNESS whereof this deed has been duly executed on the above date first above written.

SCHEDULE 1

The Charging Companies

Name	Registered Number
Care UK Mental Health Partnerships Limited	01833385
Care UK Learning Disabilities Services Limited	02622175

SCHEDULE 2

The Property²

Address	Proprietor	Title No
Riverbank, 2a Park Road, Hull HU3 1TH	Care UK Mental Health Partnerships Ltd	HS79941
Walsall, 255 Lichfield Road, Little Bloxwich, Walsall WS3 3DH	Care UK Mental Health Partnerships Ltd	MM2029
Rhodes Farm, The Ridgeway, Mill Hill, London NW7 1RH	Care UK Mental Health Partnerships Ltd	NGL320196
Whitwood House, 82 Lumley Street, Highton, Castleford, West Yorkshire WF10 5LD	Care UK Learning Disabilities Services Ltd	WYK139439
Whitwood Hall, Whitwood Lane, Castleford, West Yorkshire WF10 5QD	Care UK Learning Disabilities Services Ltd	WYK426698
Whitwood Grange, Smawthorne Lane, Castleford, West Yorkshire WF10 4ES	Care UK Learning Disabilities Services Ltd	WYK880370

SIGNATORIES TO SUPPLEMENTAL LEGAL CHARGE

Charging Companies

Executed as a deed by)
CARE UK MENTAL HEALTH)
PARTNERSHIPS LIMITED)
acting by CHRISTOPHER ROBERT BROWN
in the presence of:

Signature of director

Signature of witness

Name of witness

R. WATSON

Address of witness

Occupation of witness

Personal Assistant

Notice Details

Address: Connaught House, 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

Fax No.:

Attention: Jonathan Calow, Group Director of Legal Services

Executed as a deed by)
CARE UK LEARNING)
DISABILITIES SERVICES)
LIMITED)
acting by DEBORAH JANE MARRIOTT-LAVERY
in the presence of:

Signature of director

Signature of witness

Name of witness

L. EASTLEY

Address of witness

Occupation of witness

BUS. DEVELOPMENT DIRECTOR

Notice Details

Address: Connaught House, 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

Fax No.:

Attention: Jonathan Calow, Group Director of Legal Services

Security Agent


Signed as a Deed on behalf of)
ING BANK N.V., LONDON)
BRANCH)
a company incorporated in the)
Netherlands by
and
being persons who, in accordance
with the laws of that territory, are
acting under the authority of the
company

Authorised signatory

Authorised signatory

Notice Details

Address: Structured Acquisition Finance
60 London Wall, London EC2M 5TQ

Fax No.: 

Attention: Keith Green

Supplemental Legal Charge

The Companies listed in Schedule 1

and

ING Bank N.V., London Branch
as Security Agent

relating to a Debenture dated 21 July 2010

Note: the application of recoveries under this supplemental legal charge
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CONTENTS

CLAUSE	PAGE
1. INTERPRETATION AND CONSTRUCTION	1
2. CHARGING CLAUSE	1
3. INCORPORATION	1
4. LAND REGISTRY	1
5. CONTINUATION	2
6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	2
7. ACKNOWLEDGEMENTS	3
8. INTERCREDITOR AGREEMENT	3
9. COVENANT TO RELEASE	3
10. GOVERNING LAW AND JURISDICTION	3
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SCHEDULE 1	1
The Charging Companies	1
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825
THIS DEED is made on 28 November 2013

BETWEEN:

- (1) **The Companies listed in Schedule 1** (the "**Charging Companies**"); and
- (2) **ING BANK N.V., LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

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The Charging Companies

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Care UK Learning Disabilities Services Limited	02622175

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The Property

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Walsall, 255 Lichfield Road, Little Bloxwich, Walsall WS3 3DH	Care UK Mental Health Partnerships Ltd	MM2029
Rhodes Farm, The Ridgeway, Mill Hill, London NW7 1RH	Care UK Mental Health Partnerships Ltd	NGL320196
Whitwood House, 82 Lumley Street, Highton, Castleford, West Yorkshire WF10 5LD	Care UK Learning Disabilities Services Ltd	WYK139439
Whitwood Hall, Whitwood Lane, Castleford, West Yorkshire WF10 5QD	Care UK Learning Disabilities Services Ltd	WYK426698
Whitwood Grange, Smawthorne Lane, Castleford, West Yorkshire WF10 4ES	Care UK Learning Disabilities Services Ltd	WYK880370

SIGNATORIES TO SUPPLEMENTAL LEGAL CHARGE

Charging Companies

Executed as a deed by)
CARE UK MENTAL HEALTH)
PARTNERSHIPS LIMITED)
acting by)
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address: Connaught House, 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

Fax No.:

Attention: Jonathan Calow, Group Director of Legal Services

Executed as a deed by)
CARE UK LEARNING)
DISABILITIES SERVICES)
LIMITED)
acting by
in the presence of:

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

Notice Details

Address: Connaught House, 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

Fax No.:

Attention: Jonathan Calow, Group Director of Legal Services

Security Agent

Signed as a Deed on behalf of)
ING BANK N.V., LONDON)
BRANCH)
a company incorporated in the)
Netherlands by *MARTIN RIORDAN*

and *MARTIN BRUNS*

being persons who, in accordance
with the laws of that territory, are
acting under the authority of the
company

Authorised signatory



Authorised signatory



Notice Details

Address: Structured Acquisition Finance
 60 London Wall, London EC2M 5TQ

Fax No.:



Attention: Keith Green