



Registration of a Charge

Company name: **AARONCARE LIMITED**

Company number: **02077314**



X6G0466W

Received for Electronic Filing: **29/09/2017**

Details of Charge

Date of creation: **26/09/2017**

Charge code: **0207 7314 0070**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

MIKHAIL KLEPTSOV



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2077314

Charge code: 0207 7314 0070

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2017 and created by AARONCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2017 .

Given at Companies House, Cardiff on 3rd October 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

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

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA

Case Reference :
2558F Scotland

Floating Charge

If a UK company/LLP signs as the Customer, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

We, Aaroncare Limited incorporated under the Companies Acts (registered number 02077314) in security for our undertaking to pay and discharge all or any of the Secured Obligations owed by us to the Secured Parties (including **Barclays Bank PLC** having its registered office at 1 Churchill Place, London in its capacity as security trustee for the Secured Parties and any of their transferees, assignees or successors whomsoever from time to time permitted under the Senior Facility Agreement (hereinafter together referred to as the "**Security Agent**") do hereby grant in favour of the Security Agent, a floating charge over the whole of the property which is, or may be from time to time while this instrument is in force, comprised in our property and undertaking including our uncalled capital for the time being, (all of which are hereinafter referred to as "**our assets**") And we hereby undertake and agree as follows, *videlicet*:

First

- (1) In this Floating Charge (including the foregoing):
- (a) unless a contrary indication appears terms defined in, or construed for the purposes of, the Senior Facility Agreement shall have the same meanings when used in this Floating Charge (unless the same are otherwise defined in this Floating Charge);

(b) the following expressions shall so far as the contexts admit have the following meanings:

"**Debenture**" means the English law debenture dated 27 February 2015 between, amongst others, Aaroncare Limited as chargor and the Security Agent.

"**Senior Facility Agreement**" means the senior facility agreement dated 27 February 2015 and made between (1) Custodes Midco Limited (as Parent) (2) Custodes Acqco Limited (as Borrower) (3) the entities listed in part 1 of the schedule of the Senior Facility Agreement as Original Guarantors and (4) Barclays Bank plc (in its capacities as Original Lender, Agent, Security Agent and Mandated Lead Arranger) (as amended and restated pursuant to an amendment and restatement agreement among (1) Barclays Bank plc (in its capacities as Original Lender, Agent, Security Agent and Mandated Lead Arranger (2) Custodes Midco Limited (as Parent) (3) Custodes Acqco Limited (as Borrower) and (4) the entities listed in schedule 2 of the amendment and restatement agreement as Original Guarantors dated on or around the date hereof) and as further amended, varied and/or restated from time to time;

"**Secured Obligations**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each Obligor or other member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under of pursuant to any Senior Finance Document (including all monies covenanted to be paid under this Floating Charge); and

"**Security Period**" means the period beginning on the date of this Floating Charge and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and



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(UKBSC - Feb 2014)

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Senior Finance Documents.

(2) This Floating Charge shall be subject to the terms of the Senior Facility Agreement and in the event of any conflict or inconsistency between any provision of the Floating Charge and the Senior Facility Agreement (including without limitation any conflict between any term defined in this Floating Charge and any term defined in the Senior Facility Agreement), the Senior Facility Agreement will prevail.

(3) The provisions of clause 1.2 (*Interpretation*), 1.4 (*Inconsistency between this Deed and the Subordination Deed*) and 1.5 (*Trust*) of the Debenture apply to this Floating Charge as though they were set out in full in this Floating Charge, except that references to "this Deed" will be construed as references to this Floating Charge.

(4) This Floating Charge is supplemental to the Debenture.

Second	<p>(1) We, as principal obligor and not merely as surety, covenant in favour of the Security Agent that we will pay and discharge the Secured Obligations from time to time when they fall due.</p> <p>(2) Every payment by us of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Senior Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in paragraph (1) of this Clause Second above.</p> <p>(3) Except as herein otherwise provided or as may hereafter be otherwise agreed in writing by the Security Agent, the floating charge hereby created shall rank in priority to any fixed security as defined in the Insolvency Act 1986, or any statutory amendment or re-enactment thereof for the time being in force (which Act as so amended or re-enacted is hereinafter referred to as "the said Act") and any other floating charge, being a fixed security or floating charge which shall have been created by us after our execution hereof.</p> <p>(4) Without the previous consent in writing of the Security Agent we shall not be entitled or at liberty to create or grant any such fixed security or floating charge or any other security, mortgage or charge affecting our assets or any part thereof, heritable, immoveable or moveable, or to sell, dispose of or deal with otherwise than in the ordinary course of our business and for the purpose of carrying on the same, our book or other debts, securities for money or any other part of our assets, heritable, immoveable or moveable, declaring that the sale or other disposal of any part of our heritable or immoveable property and the sale or assignation or other disposal of any such debts or securities in connection with the factoring or discounting thereof shall be deemed not to be in the ordinary course of business.</p> <p>(5) Any such fixed security already subsisting in favour of the Security Agent or which may at any time hereafter be granted by us in favour of the Security Agent shall rank in priority to the floating charge hereby created.</p> <p>(6) Any floating charge or fixed security granted or purported to be granted in favour of a person other than the Security Agent and to which the prior written consent of the Security Agent is required under (2) above shall, if granted without such consent, rank after and be postponed to the floating charge hereby created.</p>
Third	Clauses 21.1 and 21.2 of the Debenture are deemed incorporated in this Floating Charge as if set out in full (with all necessary modifications).
Fourth	The security created by this instrument is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Floating Charge shall remain in full force and effect as continuing security for the duration of the Security Period.
Fifth	Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from us (including details of any

relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against us of the matters to which it relates.

- Sixth This Floating Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any Secured Party may at any time hold for any Secured Obligation. We are deemed to be a principal debtor in relation to this Floating Charge. The obligations of us under, and the security created by, this Floating Charge shall not be impaired by any forbearance, neglect, indulgence, extension or time, release, surrender or loss of securities, dealing, amendment or arrangement by any Secured Party which would otherwise have reduced, released or prejudiced this Floating Charge or any surety liability of ours (whether or not known to us or any Secured Party).
- Seventh The sums and obligations due and to become due by us to the Secured Parties as before mentioned shall, without any demand being made therefor, also fall to be repaid or satisfied to the Security Agent immediately upon the occurrence of a Declared Default.
- Eighth As at the date or dates upon which any of the said sums and obligations shall fall to be repaid or satisfied to the Security Agent as provided in Clause Seventh hereof respectively, or at any other time and from time to time thereafter, it shall be competent to the Security Agent in its option (1) to capitalise the interest, discount, commission and banking charges then accrued or outstanding and all sums of principal (including any such interest and others so capitalised) shall bear interest computed as aforesaid as well after as before any decree obtained by the Security Agent for the said sums and (2) if the Secured Parties shall have more than one account for us in its books, to transfer all or any part of a credit balance on any account to any other account then in debit and to do so without prior notice to us and subject only to notifying us of any such transfer having been made.
- Ninth (1) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this floating charge. At any time after any of the said sums and obligations shall fall to be paid or satisfied to the Security Agent following the occurrence of a Declared Default or after the Security Agent shall have been requested by us in writing so to do, this floating charge shall become immediately enforceable and the Security Agent shall, where permissible by law, be entitled to appoint an administrator of us or have power by instrument in writing to appoint any person or persons whether an officer or officers of the Security Agent or not to be a receiver or administrative receiver (each a "Receiver") or Receivers of our assets, and may in like manner appoint any person or persons to be a Receiver or Receivers in place of any Receiver removed by the Court or otherwise ceasing to act.
- (2) Every Receiver appointed by the Security Agent shall be our agent and we shall be solely responsible for his acts or defaults and for his remuneration, costs and expenses (including legal and other professional fees plus disbursements) properly incurred by the Receiver.
- (3) Every Receiver so appointed shall have the powers conferred on Receivers by the said Act and otherwise by law in Scotland and, so far as not inconsistent with applicable law, elsewhere and in addition and without prejudice to these powers shall have power to exercise any rights which may be available to us by virtue of any security granted in our favour.
- Tenth At any time after any of the said sums and obligations shall fall to be paid or satisfied following the occurrence of a Declared Default as aforesaid or after any power conferred by any fixed security or floating charge ranking in priority to the floating charge hereby created shall become exercisable, the Security Agent shall have power in its sole discretion to redeem or to procure the transfer to themselves of that fixed security or floating charge or any other fixed security or floating charge so ranking in priority and all sums paid by the Security Agent in consideration of such redemption or transfer shall be at our debit on current account and repayable by us as provided for other sums and

obligations in Clause Seventh hereof and shall from the date of payment thereof by the Security Agent bear interest at the rate or rates charged and computed as aforesaid.

- Eleventh Clauses 18 (*Application of proceeds and subordination deed*) , 24.2 and 32 (*Release*) of the Debenture are deemed incorporated in this Floating Charge as if set out in full (with all necessary modifications).
- Twelfth All the provisions of this Floating Charge are severable and distinct from one another and if at any time any provision becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- Thirteenth (1) To the extent that our assets constitute "Financial Collateral" and this Floating Charge and our obligations under this Floating Charge constitute a "Security Financial Collateral Arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226) each Receiver and the Security Agent shall have the right after this Floating Charge has become enforceable to appropriate all or any part of that financial collateral in or towards satisfaction of the Secured Obligations.
(2) For the purpose of (1) above, the value of the financial collateral appropriated shall be such amount as the Receiver or Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.
- Fourteenth (1) The notice provisions set out in clause 34 of the Senior Facility Agreement (other than clauses 34.3(c), 34.6 and 34.7) are deemed incorporated in this Floating Charge as if set out in full (with all necessary modifications).
(2) The address and fax numbers for us and for the Security Agent for all communications or documents given under or in connection with this Floating Charge are those identified with the respective names in the execution pages to the Senior Facility Agreement or subsequently notified from time by either of us or the Security Agent to the other for the purposes of the Senior Facility Agreement or the Debenture.
- Fifteenth This Floating Charge is designated a Finance Document.

- Sixteenth (1) We agree that Scots law applies to this instrument and we irrevocably submit to the jurisdiction of the Scottish courts. We irrevocably consent to the registration of this instrument and of any certificate or determination referred to in Clause Fifth above for preservation and execution.
- (2) This Clause Sixteenth is for the benefit of the Security Agent. As a result, the Security Agent shall not be prevented from taking action in any other court of competent jurisdiction. We irrevocably agree that a decree (or other ruling) in any proceedings in connection with this instrument in the Scottish courts will be conclusive and binding on us. We irrevocably consent to any such decree or other ruling being enforced against us by the Security Agent in the courts of any other jurisdiction.

In Witness whereof these presents consisting of this and the five preceding pages are subscribed for us and on our behalf at: ALVER HOUSE, 11000 on the 26/9/17

by Signature [REDACTED]
Full Name COLIN STONES Director

AND Signature [REDACTED]
Full Name NICHOLAS YARRAS Director/Company Secretary/Witness
Address [REDACTED] (Witness only)
[REDACTED] (Witness only)