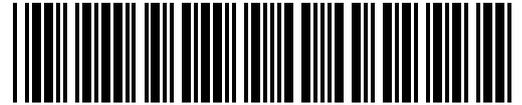




Registration of a Charge

Company Name: **VOYAGE 1 LIMITED**

Company Number: **02215899**



Received for filing in Electronic Format on the: **11/05/2021**

XA4AQQ4X

Details of Charge

Date of creation: **28/04/2021**

Charge code: **0221 5899 0164**

Persons entitled: **LLOYDS BANK PLC**

Brief description: **REDCLIFFE HOUSE LIMITED REDCLIFFE HOUSE, REDCLIFFE ROAD, MANSFIELD, NOTTINGHAMSHIRE NG18 2QN THE CEDARS (MANSFIELD) LIMITED: THE CEDARS, 67 MANSFIELD ROAD, BLIDWORTH, NOTTINGHAMSHIRE NG21 0RB EVESLEIGH CARE HOMES LIMITED: OAK HOUSE, 193 WEALD DRIVE, FURNACE GREEN, CRAWLEY, WEST SUSSEX RH10 6NZ EVESLEIGH CARE HOMES LIMITED: THE ACORNS, 5A WALTON HEATH, POUND HILL, CRAWLEY, WEST SUSSEX RH10 3UE EVESLEIGH CARE HOMES LIMITED: THE ORCHARDS, 49 THREE BRIDGES ROAD, THREE BRIDGES, CRAWLEY, WEST SUSSEX RH10 1JJ**

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:

SIMPSON THACHER & BARTLETT



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2215899

Charge code: 0221 5899 0164

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2021 and created by VOYAGE 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2021 .

Given at Companies House, Cardiff on 12th May 2021

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**

SUPPLEMENTAL MORTGAGE

28 April 2021

**Supplemental Mortgage
Supplemental to the Debenture dated 8 May 2017**

VOYAGE 1 LIMITED

and

**LLOYDS BANK PLC
as Security Agent**

THIS DEED is made on 28 April 2021

BETWEEN:

- (1) VOYAGE 1 LIMITED (the “Charging Company”); and
- (2) LLOYDS BANK PLC, a public limited company incorporated under the laws of England and Wales with registration number 00002065 with its office at 25 Gresham Street, London, EC2V 7HN, as security agent for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the “Security Agent” which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of and in accordance with the Intercreditor Agreement) (as each such term is defined in the Debenture (defined below)).

RECITALS

- (A) This Deed is supplemental to a debenture dated 8 May 2017 (the “Debenture”) between, amongst others, the Charging Company and the Security Agent.
- (B) The Charging Company owns an interest in the properties described in the schedule to this Deed, together with all buildings, fixtures, fittings, fixed plant or machinery from time to time situated on, or forming part of, such property (the “Property”).
- (C) This Deed 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 Debenture and the Intercreditor Agreement (as defined in the Debenture) have, unless expressly defined in this Deed or the context requires otherwise, the same meaning in this Deed.
- 1.2 “Secured Obligations” has the meaning given to that term in the Intercreditor Agreement.
- 1.3 The provisions of clauses 1.2 (*Construction*) to clause 1.6 (*Obligations Secured by this Debenture*) (inclusive) of the Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Debenture are to be construed as references to this Deed.
- 1.4 The terms of the other Secured Debt Documents and of any side letters between the Parties in relation to the Secured Debt Documents are incorporated into this Deed and each other Secured Debt Document to the extent required for any purported disposition of the Real Property contained in any Secured Debt Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. COVENANT TO PAY

The Charging Company covenants with the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) that it shall on demand discharge each of the Secured Obligations on their due date in accordance with their respective terms (or, if they do not specify a time for payment, immediately on demand).

3. CHARGING CLAUSE

Subject to clause 3.4 (*Excluded Assets*) of the Debenture, the Charging Company charges with full title guarantee in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as continuing security for the payment and discharge of the Secured Obligations, the Property by way of first legal mortgage.

4. INCORPORATION

The provisions of clauses 12 (*Enforcement of Security*) to clause 29 (*Jurisdiction*) (inclusive) of the 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 Debenture to a "Charging Company" shall be deemed to be references to the Charging Company under this Deed, references to the "Debenture," "this Deed", "hereof", "hereunder" and expressions of similar import shall be deemed to be references to this Deed and references to "Charged Property" shall be deemed to include (but not limited to) the Property.

5. LAND REGISTRY

- 5.1 As soon as reasonably practicable following the date hereof, the Charging Company shall apply to the Land Registry to enter a restriction in the Proprietorship Register of the Property 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 Lloyds Bank plc referred to in the charges register",

together with both a notice of the mortgage on the Charges Register of the Property as a first ranking legal mortgage and a notice of the obligation to make further advances (as required pursuant to sub-clause (d) of clause 6.5 of the Debenture).

- 5.2 Subject to the terms of the Secured Debt Documents, the Secured Parties are under an obligation to make further advances to the Charging Company (which obligation is deemed to be incorporated into this Deed and the Debenture) and this security has been made for securing those further advances. The Charging Company shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to the Property that there is an obligation to make further advances on the security of the registered charge.
- 5.3 If the Charging Company fails to make the applications set out in paragraphs 5.1 or 5.2 above or if the Security Agent gives notice to the Charging Company that it will make such applications on its behalf, the Charging Company irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may reasonably request in connection with such application.

6. CONTINUATION

- 6.1 The Debenture will remain in full force and effect as supplemented by this Deed. From the date of this Deed, the Debenture and this Deed shall be read and construed together.
- 6.2 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 Secured Obligations and this security may be enforced against the Charging Company without first having recourse to any other rights of the Security Agent or any other Secured Party.

6.3 References in the Debenture to “this Deed”, the “Debenture”, “hereof”, “hereunder” and expressions of similar import shall be deemed to be references to the Debenture as supplemented by this Deed.

7. NEGATIVE PLEDGE

7.1 The Charging Company shall not create or agree to create or permit to subsist any Security over all or any part of the Charged Property other than where it is not expressly prohibited by the Secured Debt Documents.

8. FURTHER ASSURANCE

8.1 The covenants set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in paragraph 8.2 below.

8.2 Subject to the Agreed Security Principles, the Charging Company shall promptly do all such acts (including making filings and registrations) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s)):

- (a) to perfect the Security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Secured Debt Documents or by law; and/or
- (b) following the occurrence of an Enforcement Event, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under this Deed.

9. PROTECTION OF SECURITY

The Charging Company shall, as soon as reasonably practicable if requested by the Security Agent, either deliver (or procure delivery to the Security Agent of), and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents in the possession of or under the control of any Charging Company (if any) constituting or evidencing title relating to the Property and subject to the Security created by paragraph 3 or the Charging Company shall procure that, all such deeds, certificates and other documents are held to the order of the Security Agent pursuant to an undertaking in a form satisfactory to the Charging Company and the Security Agent (each acting reasonably).

10. GOVERNING LAW

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

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

| | Name of Chargor | Address | |
|----|-----------------------------------|--|-------------------------|
| 1. | Redcliffe House Limited | Redcliffe House, Redcliffe Road, Mansfield, Nottinghamshire NG18 2QN | NT323764 |
| 2. | The Cedars (Mansfield) Limited | The Cedars, 67 Mansfield Road, Blidworth, Nottinghamshire NG21 0RB | NT365815 |
| 3. | Evesleigh Care Homes Limited | Oak House, 193 Weald Drive, Furnace Green, Crawley, West Sussex RH10 6NZ | SX153251 |
| 4. | Evesleigh Care Homes Limited | The Acorns, 5a Walton Heath, Pound Hill, Crawley, West Sussex RH10 3UE | WSX245784, WSX272120 |
| 5. | Evesleigh Care Homes Limited | The Orchards, 49 Three Bridges Road, Three Bridges, Crawley, West Sussex RH10 1JJ | WSX3993 |

SIGNATORIES TO SUPPLEMENTAL MORTGAGE

Charging Company

EXECUTED as a DEED by
VOYAGE 1 LIMITED acting by


Director

Witnessed by: 

Name: JANE PARKER

Occupation: HOUSEWIFE

Notice Details

Address: Voyage Care Wall Island, Birmingham Road, Lichfield, Staffordshire, WS14 0QP

Fax: 

Attention: Laura Jordan

The Security Agent

Signed by

Lloyds Bank plc



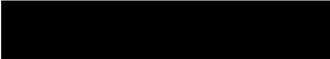
By: JENNIFER ESPINER

By: _____

Title: ASSOCIATE DIRECTOR, AGENCY

Title: _____

Address: 25 Gresham Street, London, EC2V 7HN

Fax: 

Attention: NIMA RODRIGUES