



Registration of a Charge

Company name: **DIRECT CARE LIMITED**

Company number: **04038630**



X71K8LSB

Received for Electronic Filing: **12/11/2018**

Details of Charge

Date of creation: **06/11/2018**

Charge code: **0403 8630 0003**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

Contains fixed charge(s).

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:

PROSKAUER ROSE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4038630

Charge code: 0403 8630 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2018 and created by DIRECT CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th November 2018 .

Given at Companies House, Cardiff on 14th November 2018

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**

ACCESSION DEED

THIS ACCESSION DEED is made on

6 November 2018

BETWEEN

- (1) Each Company Listed In Schedule 1 hereto (each an “Acceding Company”);
- (2) Keys Midco Limited (Company Number: 10627189) (the “Parent”); and
- (3) Wilmington Trust (London) Limited (Company Number: 05650152) (as Security Agent for the Secured Parties (as defined below) (the “Security Agent”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 22 December 2017 and made between (1) the Chargors named in it and (2) the Security Agent (the “Debenture”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANIES

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors), covenants in the terms set out in Clause 2 (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first fixed charge all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified in Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its Cash Collateral and Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) (if any), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part 6 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)), all claims under the Insurances and all proceeds of the Insurances.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets owned by the Acceding Companies*);

- (ii) the Charged Securities listed in Part 1 of Schedule 2 to this Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) Consent

Pursuant to Clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “this Deed” and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1

The Acceding Companies

Company name	Registered number	Registered office
New Care Solutions Limited	04675584	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH
Direct Care Limited	04038630	Maybrook House, Second Floor, Queensway, Halesowen, England, B63 4AH

SCHEDULE 2

Details of Security Assets owned by the Acceding Companies

Part 1

Real Property

Registered land			
Acceding Company	Address	Administrative area	Title number
New Care Solutions Limited	Bedgale House, Bedgale Road, Elm, Wisbech PE14 0AZ	Cambridgeshire	CB219586
New Care Solutions Limited	Southview, Langhorns Lane, Outwell, Wisbech PE14 8SH	Cambridgeshire	NK269896
New Care Solutions Limited	Pear Tree Cottage, Seas End Road, Spalding PE12 6JZ	Lincolnshire	LL150078

Part 2

Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
New Care Solutions Limited	Direct Care Limited	Ordinary shares of £0.50 each	100	100 Ordinary Shares of £0.50 each.

Part 3

Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
New Care Solutions Limited		Barclays Bank plc	20-79-73
Direct Care Limited		National Westminster Bank Plc	60-30-09

Part 4

Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
None at the date of this Deed.				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
None at the date of this Deed.		

Part 5

Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None at the date of this Deed.			

Part 6

Insurances

Acceding Company	Insurer	Policy number
None at the date of this Deed.		

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the
first date specified on page 1, by **NEW CARE SOLUTIONS LIMITED**
acting by:

)
)
)

Director



Witness signature



Witness name:

ELIZABETH IRONS

Witness address:

MAYBROOK HOUSE

QUEENSWAY

HALESOWEN

B63 4AH

Address:

Maybrook House, Queensway, Halesowen, B63 4AH

Email:

david.manson@keyschildcare.co.uk

Telephone no:

07748 111388

Attention:

David Manson

Executed as a deed, but not delivered until the
first date specified on page 1, by **DIRECT CARE LIMITED**
acting by:

)
)
)

Director



Witness signature



Witness name:

ELIZABETH IRONS

Witness address:

MAYBROOK HOUSE

QUEENSWAY

HALESOWEN

B63 4AH

Address:

Maybrook House, Queensway, Halesowen, B63 4AH

Email:

david.manson@keyschildcare.co.uk

Telephone no:

07748 111388

Attention:

David Manson

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **KEYS**)
MIDCO LIMITED)
acting by:

Director

Witness signature

Witness name:

Witness address:

Address:

Email:

Telephone no:

Attention:

[REDACTED]

[REDACTED]

ELIZABETH IRONS

MAYBROOK HOUSE

QUEENSWAY

HALESOWEN B63 4AH

Maybrook House, Queensway, Halesowen, B63 4AH

david.manson@keyschildcare.co.uk

07748 111388

David Manson

THE SECURITY AGENT

Signed by for and on behalf of

WILMINGTON TRUST (LONDON) LIMITED)

)

) Signature

A large black rectangular redaction box covering the signature area.

Keith Reader
Authorised Signatory

Address: Third Floor, 1 King's Arms Yard, London, EC2R 7AF

Email: safzal@wilmingtontrust.com

Attention: Sajada Afzal