



Registration of a Charge

Company name: **Care & Company Limited**

Company number: **04440261**



X5KE4BBE

Received for Electronic Filing: **23/11/2016**

Details of Charge

Date of creation: **16/11/2016**

Charge code: **0444 0261 0001**

Persons entitled: **HSBC BANK PLC**

Brief description: **NOT APPLICABLE.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4440261

Charge code: 0444 0261 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2016 and created by Care & Company Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2016 .

Given at Companies House, Cardiff on 24th November 2016

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**



Dated 16 November 2016

BERKELEY HOME HEALTH HOLDCO LIMITED
THE COMPANIES LISTED IN SCHEDULE 1
HSBC BANK PLC

SECURITY DEED OF ACCESSION

This Deed is made on

16 November

2016

Between

- (1) Berkeley Home Health Holdco Limited (registered in England with number 08982994) for itself and for the Chargors (**Parent**);
- (2) The companies listed in Schedule 1 (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) HSBC Bank plc (registered in England with number 00014259) (**Lender**).

Whereas

- (A) This Deed is supplemental to a debenture dated 29 July 2016 between, inter alia, the Parent, the Chargors and the Lender (**Debenture**).
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoint the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargors or their Subsidiaries including those listed in schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms) and 1.6 (Intercreditor deed) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

The Acceding Chargors agree to be a Chargor for the purposes of the Debenture with immediate effect and agree to be bound by all of the terms of the Debenture as if they had originally been a party to it.

2.2 Covenant to pay

The Acceding Chargors covenant with the Lender that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by a Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of each Acceding Chargor in and to the relevant Secured Asset; and
- (d) in favour of the Lender.

2.4 First legal mortgages

The Acceding Chargors charge by way of first legal mortgage the properties described in schedule 2 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) The Acceding Chargors assign:
 - (i) the agreements described in schedule 4 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) Each Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements, and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Default which is continuing, each Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement.

2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estate in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property);
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, (together the **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them;
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 Floating charge

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Acceding Chargor is obliged to take under this Deed or the Debenture. Each Acceding Chargor ratifies and confirms whatever any attorney does or prompts to do pursuant to its appointment under this clause 4.

5 Notices

The Acceding Chargors confirm that their address details for notices in relation to clause 23 (Notices) of the Debenture are as follows:

Address: c/o August Equity LLP, 10 Slingsby Place, St. Martin's Courtyard, Covent Garden, London WC2E 9AB

Email: andy.ewers@berkeleyhomehealth.com

Attention: Andy Ewers

6 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 this Deed.

7 Governing law and jurisdiction

Clause 33 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

Schedule 1

The Acceding Chargors

Name	Jurisdiction of incorporation	Registered number
CMG (Domiciliary Care Investments) Ltd	England and Wales	02441624
Convivium Care Ltd	England and Wales	04705848
Eve Personal Homecare Limited	England and Wales	07111249
Care Your Way Limited	England and Wales	04943245
Care & Company Limited	England and Wales	04440261
Rainbow Care Limited	England and Wales	04670617

Schedule 2

Properties

Schedule 3

Subsidiary Shares

Schedule 4

Relevant Agreements

SIGNATURES TO THE SECURITY DEED OF ACCESSION

THE PARENT

Executed as a deed by
Berkeley Home Health Holdco Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name

KAREN TASKER

Address

THE ACCEDING CHARGORS

Executed as a deed by
CMG (Domiciliary Care Investments) Ltd
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name

KAREN TASKER

Address

Executed as a deed by
Convivium Care Ltd
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name

KAREN TASKER

Address

EXECUTION VERSION

Executed as a deed by
Eve Personal Homecare Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name KAREN TASKER

Address

Executed as a deed by
Care Your Way Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name KAREN TASKER

Address

Executed as a deed by
Care & Company Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name KAREN TASKER

Address

EXECUTION VERSION

Executed as a deed by
Rainbow Care Limited
acting by a director in the presence of

)
)
)

Director

Signature of witness

Name KAREN TASKER

Address

THE LENDER

Executed as a deed
by
as duly authorised attorney
for and on behalf of **HSBC Bank plc**
in the presence of:

)
)
)
)
)

Witness

Signature

Name

Address

EXECUTION VERSION

Executed as a deed by)
Rainbow Care Limited)
acting by a director in the presence of) Director

.....
Signature of witness

Name

Address

.....

THE LENDER

Executed as a deed
by **ANDREW COOKE**
as duly authorised attorney
for and on behalf of **HSBC Bank plc**
in the presence of:

)
)
)
)
)

Witness

Signature

Name **WILLY PHAN**

Address **8 CANADA SQUARE**

LONDON, E14 5HR