



Registration of a Charge

Company Name: **BLACKWELLS (HEREFORD) LIMITED**

Company Number: **04954523**



Received for filing in Electronic Format on the: **31/12/2021**

XAKJ4ZDS

Details of Charge

Date of creation: **30/12/2021**

Charge code: **0495 4523 0005**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **FREEHOLD PROPERTY SITUATED AT 210 WHITECROSS ROAD, HEREFORD (HR4 0DJ) REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER HW25613. PLEASE SEE SCHEDULES 2, 3 AND 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: 4954523

Charge code: 0495 4523 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th December 2021 and created by BLACKWELLS (HEREFORD) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2021 .

Given at Companies House, Cardiff on 4th January 2022

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**

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is dated 30 December 2021 and is made between:

- (1) **ACCOMPLISH GROUP MIDCO LIMITED** (incorporated in England and Wales with company number 09052762 for itself and for the Chargors (the “**Parent**”);
- (2) **EACH COMPANY LISTED IN SCHEDULE 1** (each an “**Additional Chargor**” and together the “**Additional Chargors**”); and
- (3) **GLAS TRUST CORPORATION LIMITED**, as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

BACKGROUND

- (a) This Security Accession Deed is supplemental to a debenture dated 29 November 2018 between, among others, the Parent and the Security Agent (the “**Debenture**”) and the Additional Chargors intend to accede to the Debenture as a Chargors.
- (b) The Additional Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so have each appointed the Parent as its agent on the terms set out in the Security Accession Deed.
- (c) The Additional Chargors are required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

(b) Interpretation

Clauses 1.2 (*Terms defined in other Finance Documents*), 1.3 (*Construction*), 1.4 (*Intercreditor Agreement*), 1.5 (*Disposition of property*), 1.6 (*Clawback*), 1.7 (*Third Party Rights*) and 1.8 (*Deed*) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to “this Debenture” shall be construed as reference to this Security Accession Deed.

2. ACCESSION OF ACCEDING CHARGORS

(a) Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

(b) Covenant to pay

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. FIXED SECURITY

(a) General

All Security created by the Additional Chargors under this Clause 3 and Clause 4 (*Floating Charge*) is:

- (i) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (ii) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (iii) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
- (iv) granted in respect of all the right, title and interest (if any), present and future, of the relevant Additional Chargor in and to the relevant Charged Asset.

For the avoidance of doubt, no grant of security (whether by way of charge, grant, assignment or otherwise) under Clause 3, Clause 4 or otherwise, shall be deemed to extend to (and shall not be intended to extend to) any assets deemed to be *situs* in Jersey.

(b) Legal mortgage

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 2 (*Material Real Property*) to this Security Accession Deed).

(c) Assignment by way of Security

- (i) Each Additional Chargor assigns and agrees to assign and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (A) any Insurance Policies; and
 - (B) each Specific Contract.
- (ii) Each Additional Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (iii) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Additional 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 Specific Contracts and the Insurance Policies.

(d) Fixed charges

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (*Legal mortgage*) or assigned pursuant to Clause 3.3 (*Assignment by way of Security*)) charges:

- (i) by way of first fixed charge, the Material Real Property;
- (ii) by way of first fixed charge, the Accounts;
- (iii) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (iv) by way of first fixed charge, the Intellectual Property;
- (v) by way of first fixed charge, the Plant and Machinery;
- (vi) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (vii) by way of first fixed charge, the Investments;
- (viii) by way of first fixed charge, the Partnership Assets and the Partnership Rights; and
- (ix) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (*Assignment by way of Security*).

(e) Fixed security

Clause 3.2 (*Legal mortgage*) and Clause 3.3 (*Assignment by way of Security*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Security Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FLOATING CHARGE

(a) Floating charge

- (i) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (*Legal mortgage*), 3.3 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (ii) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

(b) Conversion of floating charge to fixed Security

- (i) The Security Agent may at any time by notice to the Additional Chargors convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:

- (A) this Security Accession Deed is enforceable in accordance with clause 15 (*When Security becomes Enforceable*) of the Debenture;
 - (B) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (C) the Security Agent considers that it is prudent in order to protect the priority of the Security.
- (ii) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
- (A) an Additional Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (B) an Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (C) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or
 - (D) an Administration Event occurs or a resolution is passed or an order is made for the winding-up of an Additional Chargor or an Event of Default under clause 26.7 (*Insolvency proceedings*) of the Facilities Agreement is continuing.

5. PROVISIONS AS TO SECURITY

(a) Implied covenants for title

- (i) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed.
- (ii) It shall be implied in respect of Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed that each Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

(b) Further Loans

- (i) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to the Additional Chargors, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.
- (ii) Each Additional Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

6. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affects any Security Interest granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

7. SECURITY POWER OF ATTORNEY

(a) Appointment and powers

- (i) Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:
- (ii) carrying out any obligation imposed on an Additional Chargor by this Security Accession Deed or any other agreement binding on an Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and
- (iii) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause 15 (*When Security becomes Enforceable*) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

(b) Exercise of power of attorney

The Security Agent may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

- (i) the occurrence of an Event of Default which is continuing; or
- (ii) the failure by the Parent to comply with any further assurance or perfection of security obligations required by the terms of the Debenture.

8. COUNTERPARTS

This Security Accession 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 Security Accession Deed.

9. GOVERNING LAW AND JURISDICTION

Clause 28 (*Governing Law and Jurisdiction*) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been executed as, and is intended to take effect as, a deed by the Parent and each Additional Chargor and is delivered and has been signed by the Security Agent on the date written on the first page of this Security Accession Deed.

SCHEDULE 1
ADDITIONAL CHARGORS

Company	Registration Number
Chepstow House (Ross) Limited	04584013
Lyndale (Hereford) Limited	04582959
Malvern View (Lydiate) Limited	04579414
Blackwells (Hereford) Limited	04954523
The Old Posting Office (Haughton) Limited	04813788
Monpekson Care Limited	03313742
Transparent Care Limited	10071901

SCHEDULE 2
MATERIAL REAL PROPERTY

Chargor	Property description	Tenure
Malvern View (Lydiate) Limited	573 Birmingham Road, Lydiate Ash, Bromsgrove (B61 0HX) registered at the Land Registry under Title number HW18405	Freehold
Blackwells (Hereford) Limited	210 Whitecross Road, Hereford (HR4 0DJ) registered at the Land Registry under Title number HW25613	Freehold
Malvern View (Lydiate) Limited	Maple Leaf Lodge, Icknield Street, Kings Norton, Birmingham (B38 9EG) registered at the Land Registry under Title number HW58018	Freehold
Lyndale (Hereford) Limited	Lyndale House, 24 Southbank Close, Hereford (HR1 2TQ) registered at the Land Registry under Title number HW63033	Freehold
Chepstow House (Ross) Limited	Chepstow House, Old Maids Walk, Ross-On-Wye (HR9 5HB) registered at the Land Registry under Title number HW178427	Freehold
The Old Posting Office (Haughton) Limited	Nation House, Newport Road, Haughton, Stafford (ST18 9JH) registered at the Land Registry under Title number SF419836	Freehold

SCHEDULE 3
SHARES

Subsidiary	Issued Share Capital	Shareholder(s)
Monpekson Care Limited	67 Ordinary Shares	Transparent Care Limited

SCHEDULE 4
INTELLECTUAL PROPERTY

Domain Name	Chargor	Country	Filing Date	Renewal Date
Malverngroup.co.uk	Chepstow House (Ross) Limited	UK		

EXECUTION PAGE TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED

By: ACCOMPLISH GROUP MIDCO LIMITED

[Redacted Signature]

.....
Signature of Director

Venetia Cooper

.....
Name of Director

in the presence of:

[Redacted Signature]

Signature of witness

Name of witness

Alan Cooper

Address of witness

[Redacted Address]

Occupation of witness

IT Architect

[Accomplish – signature pages to the Security Accession Deed]

The Additional Chargors

EXECUTED AS A DEED

By: **CHEPSTOW HOUSE (ROSS) LIMITED**

[Redacted Signature]

Signature of Director

Venetia Cooper

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Alan Cooper

Name of witness

Address of witness

[Redacted Address]

Occupation of witness

IT Architect

EXECUTED AS A DEED

By: **LYNDALE (HEREFORD) LIMITED**

[Redacted Signature]

Signature of Director

Venetia Cooper

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Alan Cooper

Name of witness

Address of witness

[Redacted Address]

Occupation of witness

IT Architect

[Accomplish — signature pages to the Security Accession Deed]

EXECUTED AS A DEED

By: **MALVERN VIEW (LYDLATE) LIMITED**

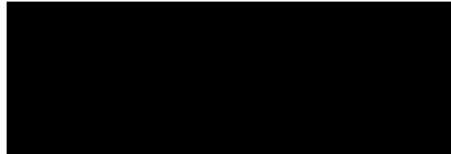


Signature of Director

Venetia Cooper

Name of Director

in the presence of:



Signature of witness

Name of witness

Alan Cooper

Address of witness



Occupation of witness

IT Architect

EXECUTED AS A DEED

By: **BLACKWELLS (HEREFORD) LIMITED**



Signature of Director

Venetia Cooper

Name of Director

in the presence of:



Signature of witness

Name of witness

Alan Cooper

Address of witness



Occupation of witness

IT Architect

[Accomplish – signature pages to the Security Accession Deed]

EXECUTED AS A DEED

By: **THE OLD POSTING OFFICE (HAUGHTON) LIMITED**

[Redacted Signature]

Signature of Director

Venetia Cooper

Name of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

Alan Cooper

Address of witness

[Redacted Address]

Occupation of witness

IT Architect

EXECUTED AS A DEED

By: **MONPEKSON CARE LIMITED**

[Redacted Signature]

Signature of Director

in the presence of:

Signature of witness

[Redacted Signature]

Name of witness

Alan Cooper

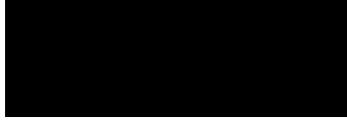
Address of witness

[Redacted Address]

[Accomplish – signature pages to the Security Accession Deed]

EXECUTED AS A DEED

By: **TRANSPARENT CARE LIMITED**

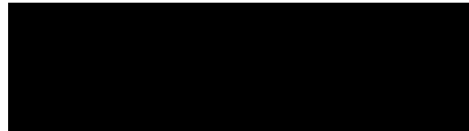


.....

Signature of Director

in the presence of:

Signature of witness



Name of witness

Alan Cooper

.....

Address of witness



[Accomplish – signature pages to the Security Accession Deed]

The Security Agent

By: GLAS TRUST CORPORATION LIMITED



Steve Wright

Authorised Signatory

Address: 45 Ludgate Hill, London, EC4M 7JU

Email: tmg@glas.agency

Attention: Transaction Management Group / Project Accomplish

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