

MR01

Particulars of a charge

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IRIS Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

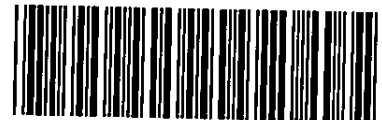
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge.
delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record



A23 12/12/2013 #381

COMPANIES HOUSE

1 Company details

Company number 05763279

Company name in full COMFORT CALL LIMITED

3

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 06 12 2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lloyds Bank plc (as security agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

None at date of creation of charge

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Mactarlanes LLP*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Kyrstin Streeter** /637316

Company name **Macfarlanes LLP**

Address **20 Cursitor Street**

Post town

County/Region **London**

Postcode

E

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4

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T

Country **UK**

DX **DX No 138 Chancery Lane**

Telephone **+44 (0)20 7831 9222**



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5763279

Charge code: 0576 3279 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2013 and created by COMFORT CALL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2013.

Given at Companies House, Cardiff on 16th December 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G COMPANIES ACT 2008, THIS COPY INSTRUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

MacFarlanes LLP MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 3LT
DATE: 10/12/13

Deed of Accession

DATE 6 December 2013
PARTIES

- 1 City and County Healthcare Holdings Limited (registered number 6991380), City and County Healthcare Group Limited (registered number 6991398), Custom Care Limited (registered number 7236634), Springbank Community Care Limited (registered number 03141583), London Care Limited (registered number 3117278), Sterling Homecare Limited (registered number 04258709), Guardian Homecare UK Limited (registered number 4014602), Guardian Homecare (Leicester) Limited (registered number 05459726), Care Line Homecare Limited (registered number 03571286), Sage Care Limited (registered number 03288501), Help at Home (Egerton Lodge) Limited (registered number 03035530), Willow Tree Homecare Limited (registered number 05456435), Comfort Call Limited (registered number 05763279), ISS Healthcare Limited (registered number 057621031), ISS Healthcare (Birmingham) Limited (registered number 0600550), Magnata Limited (registered number 04157408) each with its registered office at Staple Court 11 Staple Inn Buildings, London, United Kingdom WC1V 7QH, Conard Care Services Limited (registered number NI053656) with its registered office at 21 Windmill Business Park Windmill Road, Saintfield, Lisburn BT27 7DX, and Quality Care Services Limited (registered number NI035888) with its registered address at 337 Castlereagh Road, Belfast BT5 6AB, (the "Additional Chargors" and each an "Additional Chargor"), and
- 2 Lloyds Bank plc acting through its office at Lloyds Bank plc as agent and trustee for the Secured Parties (as defined below) (the "Security Agent")

BACKGROUND

- A Each Additional Chargor is a Subsidiary of C&C Holdco Limited (as the "Parent")
- B The Parent and others have entered into a security agreement dated 6 December 2013 (the "Security Agreement") made between the Parent, the Chargors under and as defined in the Security Agreement and the Security Agent.
- C Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- D The Security Agent and each Additional Chargor intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand
- E The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents

IT IS AGREED as follows

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this deed each Additional Chargor

2.1.1 will become a party to the Security Agreement as a Chargor; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor

2 2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of the Chargors

2 3 Neither the covenant to pay in clause 2 2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law

3 Grant of security

3 1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby

3 1 1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 1 (*Properties currently owned*) to this deed,

3 1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its

3 1 2 1 Properties acquired by it after the date of this deed (unless otherwise agreed by the Security Agent acting on the instructions of the Majority Lenders),

3 1 2 2 Property Interests,

3 1 2 3 Material Equipment,

3 1 2 4 Securities,

3 1 2 5 Intellectual Property,

3 1 2 6 Accounts,

3 1 2 7 Pension Fund Interest,

3 1 2 8 Goodwill and Uncalled Capital, and

3 1 2 9 Right, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive

3 1 3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and

3 1 4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

3 2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3 1 1-3 1 4 inclusive above

3 3 Excluded Property and Excluded Intellectual Property

3 3 1 There shall be excluded from the Security created by this deed, and from the operation of clause 4 1 (*Restrictions on dealing*) of the Security Agreement

3 3 1 1 any Excluded Property until the relevant condition or waiver has been satisfied or obtained, and

3 3 1 2 any Excluded Intellectual Property until the relevant condition or waiver has been satisfied or obtained

3 3 2 For each Excluded Property and the Excluded Intellectual Property, each relevant Chargor undertakes to

3 3 2 1 apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of this deed (in relation to Excluded Property and Excluded Intellectual Property owned at the date of this deed) or within five Business Days of the relevant Chargor acquiring the Excluded Property or Excluded Intellectual Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

3 3 2 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and

3 3 2 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy

3 3 3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property or Excluded Intellectual Property shall stand mortgaged, charged or assigned to the Security Agent (as trustee for the Secured Parties) under clause 3 1 1, clause 3 1 2 1 or clause 3 1 2 2 (in the case of formerly Excluded Property) or clause 3 1 2 5 (in the case of formerly Excluded Intellectual Property) (*Fixed security*) of the Security Agreement as the case may be. Subject to the Agreed Security Principles, if required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a document granting and/or perfecting Security over that Charged Asset in such form as the Security Agent shall require

4 Land Registry restriction

In respect of any Maternal Property registered at the Land Registry, each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Maternal Property

"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 [] December 2013 in favour of [name of Security Agent] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

5 **Miscellaneous**

With effect from the date of this deed

5 1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed),

5 2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it)

6 **Governing law**

This deed is governed by, and shall be construed in accordance with, English law

7 **Enforcement**

7 1 Jurisdiction of English courts

7 1 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "Dispute")

7 1 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

7 1 3 This clause 7 1 3 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

7 2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Additional Chargor

7 2 1 irrevocably appoints the Parent as its agent for service of process in relation to any proceedings before the English courts in connection with this deed, and

7 2 2 agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned

8 **Counterparts**

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been duly executed on the date first above written

SCHEDULE 2

Accounts

Part 1

Designated Account

Chargor	Account type	Account name	Account number	Sort code

Part 2

Trading Accounts

Chargor	Account name	Account number	Sort code
Springbank Community Care Limited			
City and County Healthcare Group Limited			
City and County Healthcare Holdings Limited			
City and County Healthcare Holdings Limited			
City and County Healthcare Holdings Limited			
Sage Care Limited			
Guandan Homecare UK Limited			
Quality Care Services Limited			
Care Line Homecare Limited			
Conard Care Services Limited			
Help at Home (Egerton Lodge) Limited			
Willow Tree Homecare Limited			
Comfort Call Limited			
Comfort Call Limited	MOW Ringfenced		

ISS Healthcare Limited			
ISS Healthcare (Birmingham) Limited			
Sterling Homecare Limited	Holding Account		
Sterling Homecare Limited			
London Care Limited			
London Care Limited			
Conard Care Services Limited		7%	
Magnata Limited			
Magnata Limited		2%	

SIGNATORIES (TO DEED OF ACCESSION)

The Additional Chargor

EXECUTED AS A DEED

By City and County Healthcare Holdings Limited

Craig Ruckon Signature of Director
Name of Director
in the presence of

Witnessed by Joseph Patchett Signature of witness
Name of witness
Address of witness

Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE Occupation of witness

EXECUTED AS A DEED

By City and County Healthcare Group Limited

Craig Ruckon Signature of Director
Name of Director
in the presence of

Witnessed by Joseph Patchett Signature of witness
Name of witness
Address of witness

Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE Occupation of witness

EXECUTED AS A DEED

By Craig Kustlen Limited

Craig Kustlen
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By London Car

Craig Kustlen
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Sterling Homecare Limited

Craig Kustlen
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Guardian Homecare Limited

Craig Rushben
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Care Line Limited

Craig Rushben
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Sage Care Limited

Craig Rushben
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Patchett
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Help at Home (Egerton Lodge) Limited

Craig Rushton
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett

Signature of witness
Name of witness
Address of witness

Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Occupation of witness

EXECUTED AS A DEED

By Conrad Care Services Limited

Craig Rushton
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett

Signature of witness
Name of witness
Address of witness

Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Occupation of witness

EXECUTED AS A DEED

By Willow Tree Homecare Limited

Craig Rushton
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett

Signature of witness
Name of witness
Address of witness

Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Occupation of witness

EXECUTED AS A DEED

By Comfort Ca" ' - - -

Craig Thurston
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett
Trainee Solicitor
King & Wood Malletsons LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By ISS Healthcare Limited

Craig Thurston
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett
Trainee Solicitor
King & Wood Malletsons LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By ISS Healthcare (Birmingham) Limited

Craig Thurston
in the presence of

Signature of Director
Name of Director

Witnessed by...
Joseph Patchett
Trainee Solicitor
King & Wood Malletsons LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Magnata Limited

Craig Rushdon
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Pakkitt
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Springbank Community Care Limited

Craig Rushdon
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Pakkitt 1
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

EXECUTED AS A DEED

By Guardian Homecare (Leicester) Limited

Craig Rushdon
in the presence of

Signature of Director
Name of Director

Witnessed by Joseph Pakkitt
Trainee Solicitor
King & Wood Mallets LLP
10 Queen Street Place
London EC4R 1BE

Signature of witness
Name of witness
Address of witness

Occupation of witness

The Parent

C&C Holdco Limited

By

EXECUTED AS A DEED

By Custom Care Limited

Craig Bickton
in the presence of

Witnessed by

Joseph Bickton

Trainee Solicitor

King & Wood Mallesons LLP

10 Queen Street Place

London EC4R 1BE

Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Parent

C&C Holdco Limited

By

Michael W. Baker

by a power of attorney dated 6 December 2013.

The Security Agent

Lloyds Bank plc

By

Date

EXECUTED AS A DEED

By Custom Care Limited

in the presence of

Signature of Director

Name of Director

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Parent

C&C Holdco Limited

By

The Security Agent

Lloyds Bank plc

By *Jeremy Perl*

Date *6 December 2013*