



**Registration of a Charge**

Company name: **SWANTON CARE & COMMUNITY LIMITED**

Company number: **05789785**

Received for Electronic Filing: **17/03/2020**



X910GR20

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**Details of Charge**

Date of creation: **13/03/2020**

Charge code: **0578 9785 0011**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC AS SECURITY TRUSTEE**

Brief description: **97B THE GROVE, MARTON, MIDDLESBROUGH, TS7 8AN WITH TITLE NUMBER CE207969**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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:

**OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5789785

Charge code: 0578 9785 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2020 and created by SWANTON CARE & COMMUNITY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2020 .

Given at Companies House, Cardiff on 18th March 2020

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

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 17 March 2020

Signed Osborne Clarke LLP

Osborne Clarke LLP

One London Wall

London

EC2Y 5EB

### **Supplemental Debenture**

- (1) Swanton Care & Community Limited as Chargor
- (2) National Westminster Bank Plc as Security Trustee

Dated 13 March 2020

**Osborne Clarke LLP**

This Supplemental Debenture is made on

13 March

2020

Between:

- (1) **Swanton Care & Community Limited** (registered in England and Wales with registered number 05789785) (the "**Chargor**"); and
- (2) **National Westminster Bank Plc** as trustee for the Secured Parties (the "**Security Trustee**").

#### Background

- (A) Pursuant to the Original Debenture (as defined below) the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Facilities Agreement and the other Finance Documents (as defined in the Facilities Agreement).
- (B) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Deed witnesses as follows:

#### 1 Definitions and interpretation

Terms defined in or pursuant to the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"**Facilities Agreement**" means the facilities agreement originally dated 2 May 2019 as amended on 27 September 2019 and as amended on or around the date of this Supplemental Debenture and made between, amongst others, (1) Sunshine Care Bidco Limited as parent (the "**Parent**"), (2) Swanton Care & Community Limited as original borrower; (3) the Parent and certain of its subsidiaries as original guarantors, and (4) National Westminster Bank Plc as agent and security trustee.

"**Finance Documents**" has the meaning given to such term in the Facilities Agreement.

"**Intercreditor Agreement**" has the meaning given to such term in the Facilities Agreement.

"**Original Debenture**" means the debenture between amongst others (1) the Chargor and (2) the Security Trustee dated 2 May 2019.

"**Secured Obligations**" means, in respect of the Chargor, all monies and liabilities now or after the date of this Supplemental Debenture due, owing or incurred by the Chargor to any Secured Party under the Senior Debt Documents (as defined in the Intercreditor Agreement) (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party under any Senior Debt Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction.

#### Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Intercreditor Agreement applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.

(b) Any references to the Security Trustee or any Receiver shall include its Delegate.

**1.1 Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

**1.2 Implied covenants for title**

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

**1.3 Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

**1.4 Trusts**

(a) The Security Trustee holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 18 of the Intercreditor Agreement.

(b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

**2 Security Assets**

**2.1** Supplemental to clause 3 (*Creation of Security*) of the Original Debenture as security for the payment of the Secured Obligations, the Chargor charges:

(a) by way of legal mortgage its interest in the Land referred to in Schedule 1 (Land charged by way of legal mortgage) and all Premises contained on the Land; and

(b) by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (other than any real or heritable Land located in Scotland).

**3 Incorporation**

The provisions of clauses 2 (*Covenant to Pay*) to 27 (*Counterparts*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" in the Original Debenture are to be construed as references to "**this Supplemental Debenture**".

**4 Continuation**

**4.1** Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

**4.2** The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

4.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.

**5 Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

**6 Jurisdiction**

6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").

6.2 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.

6.3 This clause is for the benefit of the Security Trustee only. As a result, the Security Trustee 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 Trustee may take concurrent proceedings in any number of jurisdictions.

**In witness this Supplemental Debenture** is executed on the date appearing at the head of page 1.

**Schedule 1**

**Land charged by way of legal mortgage**

<b>Chargor</b>	<b>Description and address</b>	<b>Title Number</b>
Swanton Care & Community Limited	97b The Grove, Marton, Middlesbrough, TS7 8AN	CE207969



**Signatories to Supplemental Debenture**

**Chargor**

Executed as a deed )  
by Swanton Care & )  
Community Limited )  
acting by... *David Porter* )  
, a director )  
in the presence of: )

\_\_\_\_\_  
Director

Signature of witness:

Name: *SALONI MALDE*

Address: Trowers & Hamlins LLP  
3 Bunhill Row  
London

Occupation *EGITY, BYZ*  
*TRAINEE SOLICITOR*

**Security Trustee**

**Signed** by a duly authorised signatory )  
for and on behalf of )

**National Westminster Bank Plc** )

\_\_\_\_\_  
Authorised signatory

## Signatories to Supplemental Debenture

### Chargor

Executed as a deed )  
by Swanton Care & )  
Community Limited )  
acting by..... )  
, a director )  
in the presence of: )

\_\_\_\_\_  
Director

*Signature of witness:*

*Name:*

*Address:*

*Occupation*

### Security Trustee

Signed by a duly authorised signatory )  
for and on behalf of )

National Westminster Bank Plc )

\_\_\_\_\_  
Authorised signatory