



Registration of a Charge

Company name: **CARETECH ESTATES LIMITED**

Company number: **05964868**



X7YBHW15

Received for Electronic Filing: **31/01/2019**

Details of Charge

Date of creation: **28/01/2019**

Charge code: **0596 4868 0013**

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

Brief description: **1) DOVECOTE, LLANGARRON, HERTFORDSHIRE, TITLE NUMBER: HE38798**

Contains fixed charge(s).

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5964868

Charge code: 0596 4868 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th January 2019 and created by CARETECH ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2019 .

Given at Companies House, Cardiff on 1st February 2019

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

DATE: 28 January 2019

SUPPLEMENTAL LEGAL MORTGAGE

THE CHARGORS

and

THE SECURITY AGENT

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
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THIS SUPPLEMENTAL DEED is made on the 28

day of January 2019

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”);
- (2) **NATIONAL WESTMINSTER BANK PLC** of as Agent for the Finance Parties (as defined below) (the “**Agent**”); and
- (3) **NATIONAL WESTMINSTER BANK PLC** of as Security Agent for the Secured Parties (as defined below) (the “**Security Agent**”).

WHEREAS:

- (A) The Chargors enter into this Supplemental Deed in connection with (i) a facilities agreement (the “**Facilities Agreement**”) dated 16 August 2018 and amended on 24 August 2018 and 23 October 2018 and made between, among others, (1) CareTech Holdings plc (the “**Parent**”) and (2) the subsidiaries of the Parent listed in Part I of Schedule 1 therein as original borrowers, (3) the subsidiaries of the Parent listed in Part I of Schedule 1 therein as original guarantors, (4) Lloyds Bank plc and National Westminster Bank Plc as mandated lead arrangers, (5) Lloyds Bank plc, NatWest Markets Plc and National Westminster Bank Plc as original lenders, (6) Lloyds Bank Plc and NatWest Markets Plc as original hedge counterparties, (7) the Agent and (8) the Security Agent; and (ii) a debenture (the “**Debenture**”) dated 29 October 2018 and made between (1) CareTech Holdings Plc and others listed in Schedule 1 thereto as Chargors and (2) the Security Agent as trustee for the Secured Parties (as defined in the Debenture) in connection with the Facilities Agreement and the other Finance Documents (as defined in the Debenture).
- (B) Valeo Limited entered into a deed of accession to the Debenture (the “**Deed of Accession to the Debenture**”) on or about the date of this Supplemental Deed.
- (C) This Supplemental Deed is supplemental to the Debenture, as acceded to by Valeo Limited pursuant to the Deed of Accession to the Debenture.
- (D) In consideration of the Lenders (as defined in the Facilities Agreement) providing and continuing to provide the facilities contained in the Facilities Agreement to the Borrowers, the Chargors have agreed to enter into this Supplemental Deed.
- (E) The Board of Directors of each of the Chargors is satisfied that the giving of the security contained or provided for in this Supplemental Deed is in the interests of the Chargors and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Debenture shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed:

“**New Mortgaged Property**”: any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any “**New Mortgaged Property**” shall include references to the whole or any part or parts of it.

Construction

- 1.2 All of the provisions of Clauses 1.2 to 1.12 (*Construction*) (inclusive) of the Debenture shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to “**this Deed**” were references to this Supplemental Deed.
- 1.3 It is intended that this document shall take effect as and be a deed of the Chargors notwithstanding the fact that the Security Agent may not execute this document as a deed.
- 1.4 This Supplemental Deed is designated as a Finance Document.

2. GRANT OF SECURITY

Legal Mortgage

- 2.1 The Chargors, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 2 (*New Mortgaged Property*).
- 2.2 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Debenture*), any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include:
 - 2.2.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargors, and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities, in respect of that New Mortgaged Property;
 - 2.2.2 the proceeds of sale of any part of, and any other moneys paid or payable in respect of or in connection with, that New Mortgaged Property; and
 - 2.2.3 all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants’ fixtures and fittings) from time to time in or on that New Mortgaged Property.

Implied Covenants for Title

- 2.3 The security granted by the Chargors under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in Section 2(1)(a), Section 3 and Section 4 of that Act shall extend to the Chargors without, in each case, the benefit of Section 6(2) of that Act.

3. INCORPORATION OF PROVISIONS OF DEBENTURE

Incorporation

- 3.1 The parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Debenture and this Supplemental Deed shall be read and construed together as one document and any reference in the Debenture to “**this Deed**” shall be read as a reference to the Debenture as supplemented by this Supplemental Deed.

- 3.3 The definitions of “**Charged Property**” and “**Mortgaged Property**” in the Debenture shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*).

Confirmation

- 3.4 This Supplemental Deed shall be without prejudice to the Debenture, the security constituted or intended to be constituted by the Debenture and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Debenture which shall remain in full force and effect notwithstanding this Supplemental Deed.
- 3.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3 (*Fixed Security*) of the Debenture shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 3.
- 3.6 Each Chargor certifies that this Supplemental Deed does not contravene its Memorandum and Articles of Association.

4. PERFECTION OF SECURITY

Registration at HM Land Registry

- 4.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Agent in relation to any Material Real Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Agent to the Chief Land Registrar to enter the following restriction in Form P against that Chargor’s title to such Material Real Property:
- “No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [*insert full name of Security Agent*] referred to in the charges register”.
- 4.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Agent.
- 4.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor’s title to any Mortgaged Property, that Chargor shall promptly provide the Security Agent with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Security Agent may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Further Advances

- 4.4 Subject to the provisions of the Facilities Agreement, each Lender is under an obligation to make further advances to the Borrowers under the Facilities Agreement and that obligation will be deemed to be incorporated into this Supplemental Deed as if set out in this Supplemental Deed.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. GOVERNING LAW

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

7. ENFORCEMENT

Jurisdiction

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute relating to the existence, validity or termination of this Supplemental Deed or any non-contractual obligation arising out of or in connection with this Supplemental Deed) (a “Dispute”).
- 7.2 Each Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 7.3 Clauses 7.1 and 7.2 above are 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.
- 7.4 Each Chargor irrevocably waives any right it may have to the trial by jury in any proceedings relating to a Dispute.

IN WITNESS of which this Supplemental Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1**CHARGORS**

Name	Company Number	Registered Office	Address for Notices	Fax Number	FAO:
CareTech Community Services Limited	02804415	5th Floor, Metropolitan House, 3 Darkes Lane , Potters Bar, Hertfordshire, EN6 1AG	5th Floor, Metropolitan House, 3 Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Gareth Dufton
CareTech Estates (No 5) Limited	07027116	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Gareth Dufton
CareTech Estates Limited	05964868	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Gareth Dufton
Valeo Limited	04099715	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	Metropolitan House 5th Floor, Darkes Lane, Potters Bar, Hertfordshire, EN6 1AG	01707 662 719	Gareth Dufton

SCHEDULE 2

NEW MORTGAGED PROPERTY

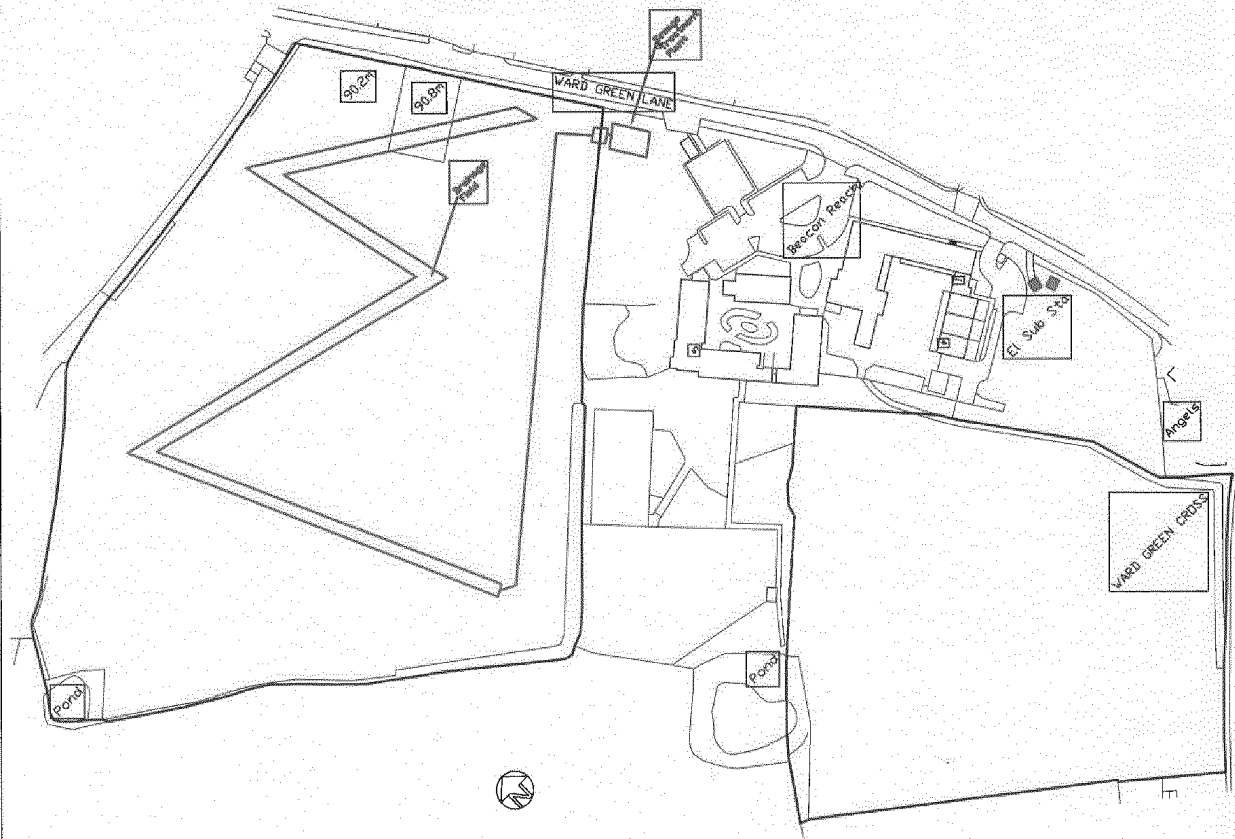
(Freehold, commonhold or leasehold property in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

Name of Chargor	Premises at:	Freehold/Leasehold	Registered at HM Land Registry under Title No:
CareTech Community Services Limited	Fairfield, Middle Carr Farm, Hall Carr Road, Rawtenstall BB4 6BS	Freehold	LA533247, LA500645 and LA730407
CareTech Community Services Limited	Lindisfarne, Church End, Leverington, Wisbech PE13 5DB	Freehold	CB257721
CareTech Estates Limited	Dovecote, Llangarron, Herefordshire	Freehold	HE38798
CareTech Estates (No 5) Limited	Beacons Reach (Mountwood), Ward Hall Lane, Ribchester, Preston, Lancs, PR3 3YB	Freehold	Part of title number LAN59169 shown edged blue on the plan attached at Schedule 3 (<i>Title Plan</i>)
Valeo Limited	The Lodge, 207 Scar Lane, Milnsbridge, Huddersfield	Freehold	WYK344563
Valeo Limited	Alpha House, 122 Halifax Old Road, Birkby, Huddersfield	Freehold	WYK626327
Valeo Limited	Old School House, 2 Norwood Road, Sheffield	Freehold	SYK218663
Valeo Limited	Springfield House, 176 Sheffield Road, Penistone, Sheffield	Freehold	SYK467218
Valeo Limited	Tunhill House, 251 High Greave, Ecclesfield, Sheffield	Freehold	SYK117472

SCHEDULE 3

TITLE PLAN

PLAN 2



Amendments / Notes	
No.	Date
<p>1. DO NOT SCALE FROM THIS DRAWING 2. Information on underground services is believed to be correct but no guarantee is given or implied.</p>	
<p>Task 2</p>	
<p>Beacons Reach - Mountwood 2 Ribchester, PR3 3YB</p>	
<p>OS Plan - Title AN59156 To Be Retained</p>	
<p>ROC Northwest</p>	
<p>5th Floor, Metropolitan House 3 Darks Lane Potters Bar, EN5 1AG</p>	
<p>Drawn By: [Signature]</p>	<p>Checked By: [Signature]</p>
<p>Date: [Date]</p>	<p>Date: [Date]</p>
<p>Scale: [Scale]</p>	<p>Scale: [Scale]</p>
<p>Rev: [Rev]</p>	<p>Rev: [Rev]</p>

EXECUTION PAGE

THE CHARGORS

Executed as a deed by)
CARETECH COMMUNITY SERVICES)
LIMITED)
on being signed by:)
.....)
in the presence of:)

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGER BEECHY

Address:

[Redacted Address]

Occupation:

Executed as a deed by)
CARETECH ESTATES (NO 5) LIMITED)
on being signed by:)
.....)
in the presence of:

[Redacted Signature]

Director

Signature of witness:

[Redacted Signature]

Name:

BRIDGER BEECHY

Address:

[Redacted Address]

Occupation:

Executed as a deed by)
CARETECH ESTATES LIMITED)
on being signed by:)
.....)
in the presence of:)



Director

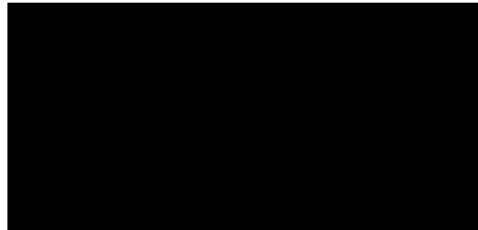
Signature of witness:



Name:

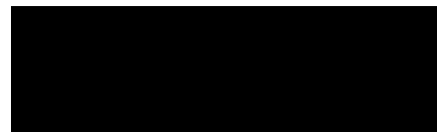
BRIDGET BEECHY

Address:



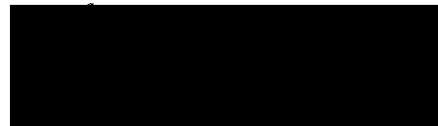
Occupation:

Executed as a deed by)
VALEO LIMITED)
on being signed by:)
.....)
in the presence of:)



Director

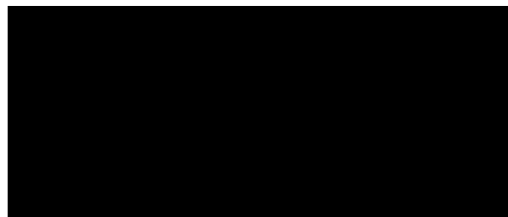
Signature of witness:



Name:

BRIDGET BEECHY

Address:



Occupation:

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By:



Brian Tonkin

THE AGENT

NATIONAL WESTMINSTER BANK PLC

By:



Brian Tonkin