



Registration of a Charge

Company name: **MODULECO HEALTHCARE LIMITED**

Company number: **06627288**



X90A2SG3

Received for Electronic Filing: **06/03/2020**

Details of Charge

Date of creation: **28/02/2020**

Charge code: **0662 7288 0020**

Persons entitled: **DE LAGE LANDEN LEASING LIMITED**

Brief description:

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SIMON ASHCROFT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6627288

Charge code: 0662 7288 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2020 and created by MODULECO HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2020 .

Given at Companies House, Cardiff on 9th 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

Unbridge

Supplemental Charge

The Supplemental Charge is made on28.02..... 2020

Between:

- (1) **MODULECO HEALTHCARE LIMITED** (company number: 6627288) having its registered office at Solutions House, 39 Quayside, Grosvenor Wharf Road, Ellesmere Port, CH65 4AY (the "**Company**");
- (2) **DE LAGE LANDEN LEASING LIMITED**, (company number: 2380043) having its registered office at Building 7, Croxley Park, Hatters Lane, Watford, WD18 8YN (hereinafter called the "**Purchaser**").

Background

- (A) Pursuant to the Original Charge (as defined below), the Company created Security over certain of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Company has acquired interests in additional assets and has agreed to enter into this Supplemental Charge to create security over such assets.
- (C) This Supplemental Charge is supplemental to the Original Charge (as defined below).

This Supplemental Charge witnesses as follows:

1. Definitions and interpretation

1.1. Definitions

Terms defined in the Original Charge and the Receivables Assignment Agreement (as defined in the Original Charge) shall, unless otherwise defined in this Supplemental Charge or unless a contrary intention appears, bear the same meaning when used in this Supplemental Charge and the following definitions shall apply:

"Assigned Agreement" means the Managed Services Agreement described in Schedule 1 to this Supplemental Charge.

"Original Charge" means the Charge made between (1) the Company and (2) the Purchaser dated 26th April 2019.

1.2. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (Construction and Third Party Rights) of the Original Charge applies to this Supplemental Charge, and shall be deemed to be incorporated into this Supplemental Charge, mutatis mutandis, as though set out in full in this Supplemental Charge, with any reference to "this Deed" being deemed to be a reference to "this Supplemental Charge", subject to any necessary changes.
- (b) Any references to the Purchaser or any Receiver shall include its delegate.

1.3. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Charge 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 Charge are incorporated into this Supplemental Charge.

1.4. Implied covenants for title

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

1.5. Effect as a deed

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

1.6. Trusts

The perpetuity period for any trusts created by this Supplemental Charge is 125 years.

2. Security Assets

2.1. Supplemental to clause 3 (*Security*) of the Original Charge, the Company, as security for the payment of the Secured Liabilities:

- (a) charges to the Purchaser by way of first fixed charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in any and each of the following:
 - (i) the Managed Facility under the Assigned Agreement;
 - (ii) all Equipment under the Assigned Agreement; and
 - (iii) (to the extent not effectively assigned under paragraph (b) below, the Assigned Agreement and all Related Property Rights; and
- (b) assigns to the Purchaser with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of the Company's rights to and title and interest from time to time in:
 - (i) the Total Loss Insurance Proceeds under the Assigned Agreement; and
 - (ii) the Assigned Agreement,and all Related Property Rights in respect of each of the above.

3. Incorporation

The provisions of clause 2 (*Covenant to Pay Secured Liabilities*) and clauses 4 (*Further Assurance*) to 20 (*Counterparts*) (inclusive) of the Original Charge apply to this Supplemental Charge as though they were set out in full in this Supplemental Charge except

that references to "this Deed" in the Original Charge are to be construed as references to "this Supplemental Charge".

4. Continuation

- 4.1. Except insofar as supplemental hereby, the Original Charge will remain in full force and effect.
- 4.2. The Company agrees that the execution of this Supplemental Charge shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Charge.
- 4.3. References in the Original Charge to "this Deed" and expressions of similar import shall be deemed to be references to the Original Charge as supplemented by this Supplemental Charge and to this Supplemental Charge.
- 4.4. This Supplemental Charge is designated as a Finance Document.

5. Governing law

This Supplemental Charge 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 Charge (including a dispute relating to the existence, validity or termination of this Supplemental Charge or any non-contractual obligation arising out of or in connection with this Supplemental Charge) (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 Purchaser only. As a result, the Purchaser shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Purchaser may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1

Additional Assigned Agreement

Description of Contract	Counterparty	Date
Modular Buildings Order Form (Service Level Agreement), including the terms of Managed Services Agreement Reference HIR038	between ModuleCo Healthcare Ltd and Maidstone and Tunbridge Wells NHS Trust	20 th February 2020

EXECUTED AS A DEED by
MODULECO HEALTHCARE LIMITED
acting by

.....
Director Signature

.....
Director Name

.....
Witness Signature

.....
Witness Name

.....
Witness Address

.....

.....
Witness Occupation

Notice details for the Company for Clause 19

Address of company: Solutions House, 39 Quayside, Grosvenor Wharf Road, Ellesmere Port, CH65 4AY

Fax:

Attention: Managing Director

EXECUTED AS A DEED by
DE LAGE LANDEN LEASING LIMITED
acting by



.....
Director Signature

Duncan Hullis
Country Manager

.....
Director Name



.....
Witness Signature

Jendiss Laurens

.....
Witness Name

Croxley Park Building 7

.....
Witness Address

Watford WD18 8YN

Senior Account Support Executive

.....
Witness Occupation

Notice details for the Purchaser for Clause 19

Address of company: Building 7, Croxley Park, Hatters Lane, Watford, WD18 8YN

Fax:

Attention: Company Director