



Registration of a Charge

Company Name: **CARE UK SOCIAL CARE LIMITED**

Company Number: **07068789**



XC8ZNQ9F

Received for filing in Electronic Format on the: **01/08/2023**

Details of Charge

Date of creation: **28/07/2023**

Charge code: **0706 8789 0006**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, AS THE
SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES
(AS DEFINED IN THE INSTRUMENT)**

Brief description:

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:

KASSIA LEWIS-DEBOOS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7068789

Charge code: 0706 8789 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2023 and created by CARE UK SOCIAL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2023 .

Given at Companies House, Cardiff on 2nd August 2023

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**

DATED 28 July 2023

Between

The Supplemental Chargors

-and-

HSBC Corporate Trustee Company (UK) Limited
as Security Agent

SUPPLEMENTAL SECURITY DEED

**PAUL
HASTINGS**

Paul Hastings (Europe) LLP
100 Bishopsgate
London, EC2N 4AG
Tel: +44 20 3023 5100
Fax: +44 20 3023 5109
Ref: 51973-00002

CONTENTS

Clause	Page
1. INTERPRETATION	1
2. COVENANT TO PAY	1
3. CHARGING PROVISIONS	1
4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS	5
5. INCORPORATION OF TERMS FROM 2019 DEBENTURE.....	5
6. THE DEBENTURES	5
7. ACKNOWLEDGEMENT	5
8. GOVERNING LAW AND JURISDICTION.....	6
SCHEDULE 1 SUPPLEMENTAL CHARGORS	7

THIS SUPPLEMENTAL SECURITY DEED is made on 28 July 2023

BETWEEN:

- (1) The companies listed in Schedule 1 (the "**Supplemental Chargors**" and each a "**Supplemental Chargor**"); and
- (2) HSBC Corporate Trustee Company (UK) Limited, as the security trustee for itself and the other Secured Parties (the "**Security Agent**").

BACKGROUND:

This supplemental security deed (the "**Supplemental Security Deed**") is supplemental to a debenture dated 25 January 2019 (the "**2019 Debenture**") and a supplement to the 2019 Debenture dated 3 September 2020 in each case between the chargors named therein (including the Supplemental Chargors) and the Security Agent (the "**2020 Supplemental Debenture**", and together with the 2019 Debenture, the "**Debentures**").

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Supplemental Security Deed, terms defined in the 2019 Debenture shall have the same meaning when used in this Supplemental Security Deed.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.4 (*Permitted Transactions*) of the 2019 Debenture will be deemed to be set out in full in this Supplemental Security Deed.

2. COVENANT TO PAY

Subject to any limits on its liability specifically recorded in the Secured Debt Documents, each Supplemental Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in the manner provided for in the relevant Secured Debt Document.

3. CHARGING PROVISIONS

3.1 Fixed Charges

Subject to Clause 3.6 (*Excluded Assets*), each Supplemental Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all interests in the Premises, the buildings and fixtures (including trade fixtures) on, or forming part of, the Premises and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use the Premises and the benefit of all other agreements relating to the use and/or occupation of the Premises (if any);
- (b) all the Subsidiary Shares (as defined in the 2020 Supplemental Debenture) and all corresponding Distribution Rights (as defined in the 2020 Supplemental Debenture);
- (c) all monies standing to the credit of its Accounts (as defined in the 2020 Supplemental Debenture) and all rights related to the Accounts (as defined in the 2020 Supplemental Debenture); and
- (d) if not effectively assigned by Clause 3.3 (*Security Assignment*), all its rights and interests in (and claims under) the Assigned Agreements.

3.2 Floating Charge

- (a) As further security for the payment of the Secured Obligations and subject to Clause 3.6 (*Excluded Assets*), each Supplemental Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets (excluding any Excluded Subsidiary Shares) not effectively charged by way of first fixed charge under Clause 3.1 (*Fixed Charges*) or assigned under Clause 3.3 (*Security Assignment*).
- (b) The floating charges created by this Clause 3.2 (*Floating Charge*) shall be deferred in point of priority to all fixed Security expressed to rank in priority to the floating charges validly and effectively created by a Supplemental Chargor under the Secured Debt Documents.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of this Clause 3.2 (*Floating Charge*) above and the Security Agent may appoint an Administrator of a Supplemental Chargor pursuant to that paragraph.

3.3 Security Assignment

- (a) As further security for the payment of the Secured Obligations and subject to Clause 3.6 (*Excluded Assets*), each Supplemental Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the relevant Supplemental Chargor re-assign the relevant rights, title and interest in the Assigned Agreements to that Supplemental Chargor (or as it shall direct).
- (b) Until the occurrence of a Declared Default, but subject to clause 8.7 (*Notice of Security: Intra Group Loans*) of the 2019 Debenture (incorporated by reference into this Supplemental Security Deed pursuant to Clause 5

(*Incorporation Of Terms From The 2019 Debenture*) of this Supplemental Security Deed), the relevant Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements in the ordinary course of business.

3.4 Conversion of Floating Charge

If a Declared Default has occurred, the Security Agent may, by notice to any Supplemental Chargor, convert the floating charge created under this Supplemental Security Deed into a fixed charge as regards those assets which it specifies in the notice. Each relevant Supplemental Chargor shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to such Supplemental Chargor than this Supplemental Security Deed and not so as to override any provision in this Supplemental Security Deed which provides that any asset is to be excluded from the fixed charges by virtue of any of the provisions of Clause 3.6 (*Excluded Assets*).

3.5 Automatic Conversion of Floating Charge

If any Supplemental Chargor creates (or purports to create) any Security (except any Security which is not prohibited from being created by the Secured Debt Documents or which is created with the prior written consent of the Security Agent) on or over any Floating Charge Asset, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this Supplemental Security Deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

3.6 Excluded Assets

- (a) Unless otherwise expressly agreed in writing between the relevant Supplemental Chargor and the Security Agent on or after the date of this Supplemental Security Deed, there shall be excluded from the Security created by Clauses 3.1 (*Fixed Charge*), 3.2 (*Floating Charge*) and 3.3 (*Security Assignment*) and from the operation of any further assurance provisions contained in the Secured Debt Documents:
 - (i) any asset or undertaking situated outside the United Kingdom (save that any such asset or undertaking will, notwithstanding the provisions of this subparagraph (a)(i), be subject to the floating charge created by Clause 3.2 (*Floating Charge*));
 - (ii) any assets of or interests in any joint venture or similar arrangement, any minority interest or any person that is not a member of the Group (save that any such asset or interests will, notwithstanding the provisions of this subparagraph (a)(ii), be subject to the floating charge created by Clause 3.2 (*Floating Charge*));
 - (iii) any asset or undertaking which a Supplemental Chargor is at any time prohibited from creating Security on or over by reason of any contract,

licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Supplemental Chargor is precluded from creating Security on or over without the prior consent of a third party), excluding, for this purpose, any New Material Property; and

- (iv) any asset or undertaking subject to Security in favour of a third party (provided that such Security is not prohibited from being created by the Secured Debt Documents or is created with the prior written consent of the Security Agent) where such Security expressly prohibits the creation of Security in favour of the Security Agent, excluding, for this purpose, any New Material Property, and, in each such instance, this Supplemental Security Deed will charge all amounts which the relevant Supplemental Chargor may receive, or has received, in connection with that asset or undertaking.
- (b) Each Supplemental Chargor shall use commercially reasonable endeavours to ensure that instruments and agreements which it enters into after the date of this Supplemental Security Deed do not contain restrictions which would cause them to be excluded from the charges pursuant to paragraph (a) above by virtue of the provisions of either paragraph (a)(ii) or (a)(iii) above, provided that such Supplemental Chargor shall be under no requirement to comply with this Clause 3.6(b) if such compliance would interfere with the ability of the relevant Supplemental Chargor to conduct its operations and business in the ordinary course as permitted by the Secured Debt Documents.
- (c) For each instrument and agreement referred to in paragraphs (a)(ii) or (a)(iii) above and following the occurrence of a Declared Default, each relevant Supplemental Chargor undertakes to:
 - (i) on request from the Security Agent, apply for the relevant consent or waiver from such third party within fourteen (14) days of the date of such request; and
 - (ii) in respect of any instrument or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging:
 - (A) to use all reasonable endeavours (for a reasonable amount of time) to obtain such consent as soon as possible; and
 - (B) to keep, if requested by the Security Agent, the Security Agent informed of the progress of its negotiations.
- (d) Forthwith upon receipt of the relevant waiver or consent referred to in (c) above, the relevant instrument or agreement shall stand charged to the Security Agent under Clause 3.1 (*Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the relevant Supplemental Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require but

consistent with the terms of the charges created under this Supplemental Security Deed.

4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- (a) A Supplemental Chargor may not create or agree to create or permit to subsist any Security over all or any part of the Charged Property unless such security is not prohibited by the terms of the Secured Debt Documents.
- (b) A Supplemental Chargor may not sell or otherwise dispose of all or any part of the Charged Property except as not prohibited by the Secured Debt Documents or with the prior consent of the Security Agent.

5. INCORPORATION OF TERMS FROM 2019 DEBENTURE

- (a) The provisions of clause 4 (*Continuing Security*), clause 5 (*Further Assurance*) and clause 7 (*Representations and Warranties*) to clause 21 (*Miscellaneous*) (inclusive) of the 2019 Debenture shall be deemed to be incorporated into this Supplemental Security Deed with all necessary modifications as if they were set out in full in this Supplemental Security Deed, but as if references in those clauses to:
 - (i) "this deed" and other similar expressions were a reference to this Supplemental Security Deed;
 - (ii) "Chargor" and "Charging Company" was a reference to each Supplemental Chargor under this Supplemental Security Deed; and
 - (iii) "Charged Property" (including references to relevant specific assets within the Charged Property), was a reference to the assets charged under this Supplemental Security Deed.
- (b) The representations and warranties made in clause 7 (*Representations and Warranties*) of the 2019 Debenture and incorporated by reference into this Supplemental Security Deed shall be made on the date hereof by reference to the facts and circumstances on that date.

6. THE DEBENTURES

The Debentures shall remain in full force and effect as supplemented by this Supplemental Security Deed.

7. ACKNOWLEDGEMENT

- (a) The entry into, the terms of, and the creation of any Security pursuant to (and the compliance by each Supplemental Chargor with the terms of) this Supplemental Security Deed shall be permitted for all purposes under and in connection with the Finance Documents and does not and will not (and will not be deemed to) constitute a breach of any representation, warranty or undertaking in or term or provision of the Debentures or any other Finance Document or a Default or Event of Default.

- (b) The performance of, satisfaction of, and compliance with, any undertaking, requirement, provision or obligation by each Supplemental Chargor under this Supplemental Security Deed constitutes the performance of, satisfaction of, and compliance with, the corresponding undertaking, requirement, provision or obligation under the Debentures and further, the performance of, satisfaction of, and compliance with, any undertaking, requirement, provision or obligation by each Supplemental Chargor under the Debentures will be deemed to constitute the performance of, satisfaction of, and compliance with, the corresponding undertaking, requirement, provision or obligation by such Supplemental Chargor under this Supplemental Security Deed.
- (c) The parties acknowledge that the creation and ranking of security created pursuant to Clause 3.1 (*Fixed Charges*), Clause 3.2 (*Floating Charge*) and Clause 3.3 (*Security Assignment*) is subject to the Debentures and the Intercreditor Agreement and that the application of proceeds pursuant to this Supplemental Security Deed and the Debentures is provided for in the Intercreditor Agreement.

8. GOVERNING LAW AND JURISDICTION

- (a) This Supplemental Security Deed is governed by and shall be construed in accordance with English law. Any non-contractual obligations arising out of or in connection with this Supplemental Security Deed are governed by English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Security Deed (including a dispute regarding the existence, validity or termination of this Supplemental Security Deed or any non-contractual obligation arising out of or in connection with this Supplemental Security Deed) or the consequences of its nullity (a "**Dispute**").
- (c) The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes between them and accordingly no party shall argue to the contrary.

IN WITNESS WHEREOF this Supplemental Security Deed has been duly executed as a supplemental security deed on the date first above written.

SCHEDULE 1
SUPPLEMENTAL CHARGORS

Name	Registered Number
Care UK Investments Limited	07158140
Care UK Social Care Limited	07068789

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE SUPPLEMENTAL CHARGORS

EXECUTED as a DEED by

CARE UK INVESTMENTS LIMITED acting by:

_____ as Director:


Matt Rosenberg
Director

Jonathan Calow
Company Secretary

In the presence of:

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Connaught House 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

Attention: Jonathan Calow

EXECUTED as a DEED by

CARE UK SOCIAL CARE LIMITED acting by:

_____ as Director:



Matt Rosenberg
Director

Jonathan Calow
Company Secretary

In the presence of:

Witness: _____

Name: _____

Address: _____

Occupation: _____

Notice Details

Address: Connaught House 850 The Crescent, Colchester
Business Park, Colchester CO4 9QB

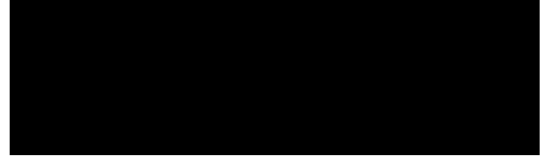
Attention: Jonathan Calow

THE SECURITY AGENT

EXECUTED as a DEED by

HSBC Corporate Trustee Company (UK) Limited acting by:

Julian Tucker as Authorised Signatory: _



Notice Details

Address: 8 Canada Square, London E14 5HQ

Attention: ISV Trustee Administration

Email:

