

MR01

Particulars of a charge

229735/39



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. If 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, scanned and placed on the public record.

THURSDAY



A02 19/09/2013 #154
COMPANIES HOUSE

1 Company details

Company number 0 8 5 8 7 5 6 0

Company name in full Consensus Holdco Limited (the "Charging Company")

For official use

→ **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 d1 d1 m0 m9 y2 y0 y1 y3

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 Bank of Scotland plc (in its capacity as Security Agent and trustee
for the Beneficiaries, as each term is defined in the Deed of

Name Accession and Charge filed with this Form MR01)

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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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

Terms defined in the Deed of Accession and Charge shall have the same meanings when used in this Form MR01. Other terms used in the Deed of Accession and Charge and referred to in this Form MR01 are defined in the Continuation Page to this Form MR01

The Charging Company, with full title guarantee, charged to the Security Agent, amongst other things, the following land and intellectual property detailed on the Continuation Page to this Form MR01

(please refer to Continuation Page 1)

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

MR01 - continuation page

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

Description

1 By way of legal mortgage, all Land in England and Wales vested in it at the date of the Deed of Accession and Charge and not registered at the Land Registry

2 By way of fixed charge

i) all other Land which is at the date of the Deed of Accession and Charge, or in the future becomes, its property,

ii) all Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, and

iii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others

Definitions

"**Intellectual Property**" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"**Land**" means freehold and leasehold, and any other estate in, land and (outside England and Wales) heritable and immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

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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 *Hogan Consulting International LLP.*

X

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

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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 F3/MJC/NGOVJULI/19558 08582

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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: 8587560

Charge code: 0858 7560 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th September 2013 and created by CONSENSUS HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2013.

R

Given at Companies House, Cardiff on 20th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Attached hereto is a certified copy of the deed of accession and charge dated 11 September 2013 and made between MHL Holdco Limited (registered number 08585667), Consensus Holdco Limited (registered number 08587560), Consensus Newco Limited (registered number 08587791), Mynad Healthcare Limited (now known as Caring Homes Healthcare Group Limited) (registered number 06367517) and Bank of Scotland plc (as the security agent)

Save for material redacted pursuant to section 859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original

Hogan Lovells International LLP

Date: 16 September 2013

**Hogan Lovells
International LLP
Atlantic House
Holborn Viaduct
London EC1A 2FG**

DEED OF ACCESSION AND CHARGE FOR A NEW CHARGOR

THIS DEED OF ACCESSION AND CHARGE is made on 11 September 2013

BETWEEN:

- (1) Each of the companies named in Schedule 1 (*New Chargors*) to this Deed (collectively the "**New Chargors**" and each a "**New Chargor**"),
- (2) **Myriad Healthcare Limited** (registered in England and Wales under number 06367517) (the "**Company**"), and
- (3) **Bank of Scotland plc** (the "**Security Agent**")

WHEREAS:

- (A) This Deed is supplemental to a Debenture (the "**Principal Deed**") dated 28 July 2010 between (1) the companies named therein as Chargors and (2) the Security Agent as agent and trustee for the Beneficiaries named in the Principal Deed (the "**Beneficiaries**")
- (B) Each New Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Principal Deed, all of its property, undertaking and assets to secure the Secured Sums, and to accede to the Principal Deed

THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

Words and phrases defined in the Principal Deed and principles of interpretation provided for in the Principal Deed shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed

2 ACCESSION BY THE NEW CHARGOR TO THE PRINCIPAL DEED

- 2.1 **Accession** Each New Chargor agrees to be bound by the terms of the Principal Deed and to perform all its obligations (whether as Chargor or otherwise) under the Principal Deed with effect from the date of this Deed as if it had been an original party to the Principal Deed
- 2.2 **Covenant to pay.** Each New Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents
- 2.3 **Proviso:** The covenants contained in this Clause and the security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law
- 2.4 **Company's agreement to the accession:** The Company (on behalf of itself and the other members of the Group which are parties to the Principal Deed) hereby agrees to the each New Chargor's accession

3 ASSIGNMENTS

- 3.1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
- (b) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans

4. FIXED SECURITY

4 1 Each New Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent

- (a) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Schedule 2 (*Registered Land to be mortgaged*),
- (b) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry,
- (c) by way of fixed charge
 - (i) all other Land which is now, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this Clause 4 1,
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments which are now its property, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which that New Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,
 - (viii) all Dervative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
 - (ix) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
 - (x) all its goodwill and uncalled capital for the time being,

- (xi) all Specified Intellectual Property belonging to it,
- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xii) to (xvi) inclusive of this Clause,
- (xvii) all trade debts now or in the future owing to it,
- (xviii) all debts owing to it as described in Schedule 3 (*Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge*),
- (xix) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 (*Assignments*),
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
- (xxiii) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxiv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

5 CREATION OF FLOATING CHARGE

5 1 Each New Chargor, with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 (*Assignments*) or charged by any fixed charge contained in Clause 4 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) of the Principal Deed, and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by Scots law,

but in each case so that such New Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Principal Deed with respect to any such Asset, and such New Chargor shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

5 2 The parties agree (without limitation to the general nature of the New Chargers' accession to the Principal Deed contained in Clause 2 (*Accession by the New Chargor to the Principal Deed*)) that the crystallisation provisions contained in Clause 4 (*Crystallisation*) of the Principal Deed shall equally apply to the floating charge contained in this Deed as if set out in full in this Deed

6 APPLICATION TO THE LAND REGISTRY

Each New Chargor

- (a) in relation to each register of title of any present and future Land of the New Chargor which is charged to the Security Agent under this Deed, consents to the Security Agent (or its solicitors) at any time
 - (i) submitting a Form RX1 (*application to register a restriction*) in the following terms

"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 [date] in favour of [Chargee] referred to on the charges register or their conveyancer", and
 - (ii) submitting a Form CH2 (*application to enter an obligation to make further advances*), and
- (b) covenants to submit an application to the appropriate Land Registry for the first registration of any unregistered Land in England and Wales mortgaged by Clause 4 (*Fixed security*) at its own expense, immediately following its execution of this Deed, and
- (c) covenants to use its best endeavours to satisfy in a prompt manner any requisitions raised by the Land Registry in connection with any applications to register the security created by this Deed

7 POWER OF ATTORNEY

- 7 1 **Appointment of attorney:** Each New Chargor, by way of security and to more fully secure the performance of its obligations under this Deed, hereby irrevocably appoints the Security Agent (whether or not a Receiver or administrator has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to
- (a) do anything which such New Chargor is obliged to do (but has not done) in accordance with this Deed, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document,
 - (b) give any instruction under the rules and practices of a Relevant System, and
 - (c) enable the Security Agent or any such Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed or by statute in relation to this Deed or the Assets charged, or purported to be charged, by it
- 7 2 **Ratification:** Each New Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause
- 7 3 **Sums recoverable** All sums expended by the Security Agent or any Receiver under this clause shall be recoverable from the New Chargor under Clause 25 (*Costs, expenses and liabilities*) of the Principal Deed
- 8 **NOTICES**
- All notices or demands to be given or made pursuant to this Deed shall be given or made in the manner set out in Clause 35 (*Notices*) of the Principal Deed. The New Chargors' address for service is set out in Schedule 1 (*New Chargors*)
- 9 **COUNTERPARTS**
- This Deed may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together shall constitute a single document
- 10 **GOVERNING LAW**
- This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law
- 11 **ENFORCEMENT**
- 11 1 **Jurisdiction:**
- (a) The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in anyway whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off) or the legal relationships established by this Deed (a "**Dispute**"), only where such Dispute is the subject of proceedings commenced by a New Chargor
 - (b) Where a Dispute is the subject of proceedings commenced by one or more Beneficiaries, the Beneficiaries are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of

England) If any New Chargor raises a counter-claim in the context of proceedings commenced by one or more of the Beneficiaries, that New Chargor shall bring such counter-claim before the court seized of the Beneficiaries' claim and no other court

- (c) The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Beneficiaries from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not
- (d) To the extent allowed by law, each New Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum

11.2 **Service of process:** Without prejudice to any other mode of service allowed under any relevant law, each New Chargor

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the English courts in connection with this Deed, and
- (b) agrees that failure by a process agent to notify it of the process will not invalidate the proceedings concerned if the New Chargor is incorporated in Scotland

12 FINANCE DOCUMENT

This Deed is a Finance Document

THIS DEED OF ACCESSION AND CHARGE has been executed by each New Chargor and the Company as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document

Schedule 1 to Deed of Accession

New Chargors

New Chargor	Registered number	Address and fax details for notices
MHL Holdco Limited	08585667	Bradbury House 830 The Crescent Colchester Business Park Colchester Essex CO4 9YQ Fax no 01206 224 198 Attention: The Directors
Consensus Holdco Limited	08587560	Bradbury House 830 The Crescent Colchester Business Park Colchester Essex CO4 9YQ Fax no 01206 224 198 Attention: The Directors
Consensus Newco Limited	08587791	Bradbury House 830 The Crescent Colchester Business Park Colchester Essex CO4 9YQ Fax no 01206 224 198 Attention: The Directors

Schedule 2

Registered land to be mortgaged

[None at the date of this Deed]

Unregistered land subject to first registration upon the execution of this Deed

[None at the date of this Deed]

The address for service of the Security Agent in the case of registered land is Bank of Scotland plc, Business Support Unit, Corporate Real Estate, Level 4, New Uberior House, 11 Earl Grey Street, Edinburgh, EH3 9BN

SCHEDULE 3

**Details of Debts Owning to a Chargor by another member of the Group which are subject to
a fixed charge**

[None at the date of this Deed]

EXECUTION

THE NEW CHARGORS

Executed as a deed by MHL Holdco)
Limited (pursuant to a resolution of its)
Board of Directors) acting by)



Name of Director *PETER HILL*

in the presence of *DAVID ROTHGALA*

Signature of witness



Name of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Address of witness

Occupation of witness *SOLICITOR*

Executed as a deed by Consensus)
Holdco Limited (pursuant to a)
resolution of its Board of Directors))
acting by)



Name of Director *PETER HILL*

in the presence of *DAVID ROTHGALA*

Signature of witness



Name of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Address of witness

Occupation of witness *SOLICITOR*

Executed as a deed by **Consensus**)
Newco Limited (pursuant to a)
resolution of its Board of Directors))
acting by



Name of Director **PETER HILL**

in the presence of **DAVID ROTHGRA**

Signature of witness



Name of witness

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness **SOLICITOR**

THE COMPANY

Executed as a deed by **Myriad**)
Healthcare Limited (pursuant to a)
resolution of its Board of Directors))
acting by



Name of Director **PETER HILL**

in the presence of **DAVID. ROTHGRA**

Signature of witness



Name of witness

Address of witness

Speechly Bircham LLP
Solicitors
6 New Street Square
London
EC4A 3LX

Occupation of witness **SOLICITOR**

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THE SECURITY AGENT

Signed by
for and on behalf of
Bank of Scotland plc

)
)
)



Authorised Signatory