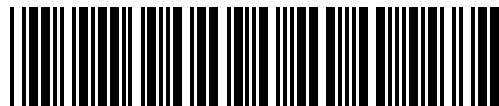




Registration of a Charge

Company Name: **ECS DEBT CO LIMITED**

Company Number: **08792969**



Received for filing in Electronic Format on the: **28/09/2021**

XADYUWWO

Details of Charge

Date of creation: **27/09/2021**

Charge code: **0879 2969 0005**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES)**

Brief description:

Contains fixed charge(s).

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

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8792969

Charge code: 0879 2969 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2021 and created by ECS DEBT CO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th September 2021 .

Given at Companies House, Cardiff on 29th September 2021

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

THIS ACCESSION DEED is made on

27 September

2021

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an “Acceding Company”);
- (2) Project Orchard Midco 2 Limited (the “Parent”); and
- (3) Alter Domus Trustees (UK) Limited (as Security Agent for the Secured Parties (as defined below)) (the “Security Agent”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 25 August 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the “**Debenture**”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in Clause 2 (*Covenant to Pay*) of the Debenture.

3. FIXED SECURITY

3.1 General

Execution Version

All Security created by each Acceding Company under this Clause 3.1 and Clause 4 (*FLOATING CHARGE*) is:

- (a) granted in favour of the Security Agent as security trustee for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) subject to any Permitted Security, granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (d) granted in respect of all the right, title and interest (if any), present and future, of each Acceding Company in and to the relevant Security Assets.

3.2 Assignment by way of Security

- (a) Each Acceding Company assigns and agrees to assign absolutely and to the fullest extent assignable or capable of assignment) without infringing any contractual provision restricting the same:
 - (i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
 - (ii) all Insurances and all claims under the Insurances and all proceeds of the Insurances; and
 - (iii) all other Receivables (not assigned under paragraphs (i) or (ii) above).
- (b) To the extent that any Assigned Asset described in paragraph (a)(ii) above is not assignable, the assignment which that Clause purports to effect shall operate as an assignment of all present and future rights and claims of such Acceding Chargor to any proceeds of such Insurances
- (c) Each Acceding Company shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (d) Notwithstanding the other terms of this Clause 3.2, prior to the occurrence of an Enforcement Event, each Acceding Company may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Contracts and the Insurances.

3.3 Fixed charges

Each Acceding Company and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it or in which it from time to time has an interest:

- (a) by way of first legal mortgage:
 - (i) the Real Property (if any) specified in Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*); and
 - (ii) all other Real Property (if any) (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by paragraph (i) above;

- (b) by way of first fixed charge:
 - (i) all other Real Property (other than any Short Leasehold Property) and all interests in Real Property (other than any Short Leasehold Property) not charged by paragraph (a) above;
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
 - (iii) the proceeds of sale of all Real Property;
- (c) by way of first fixed charge all plant and machinery (not charged by paragraph (a) or (b) above) and the benefit of all contracts, licences and warranties relating to the same;
- (d) by way of first fixed charge:
 - (i) all computers, vehicles, office equipment and other equipment (not charged by paragraph (c) above); and
 - (ii) the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge:
 - (i) the Charged Securities (if any) referred to in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*); and
 - (ii) all other Charged Securities (not charged by paragraph (i) above),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Acceding Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge:
 - (i) the Charged Accounts and all monies at any time standing to the credit of the Charged Accounts; and
 - (ii) all other accounts of such Acceding Company with any bank, financial institution or other person at any time (not charged by paragraph (i) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge:
 - (i) the Intellectual Property (if any) specified in Part 4 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*); and
 - (ii) all other Intellectual Property (if any) (not charged by paragraph (i) above);
- (h) to the extent that any Assigned Asset is not effectively assigned under Clause 3.2 (*Assignment by way of Security*), by way of first fixed charge such Assigned Asset;

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Accession Deed):
 - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Acceding Company or the use of any of its assets; and
 - (ii) any letter of credit issued in favour of such Acceding Company and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Acceding Company.

3.4 Fixed security

Clause 3.2 (*Assignment by way of Security*) shall be construed as creating a separate and distinct fixed charge or security assignment over each relevant asset within any particular class of assets specified in this Accession Deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

4. FLOATING CHARGE

4.1 Floating charge

- (a) Each Acceding Company charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of fixed charge or assigned under Clauses 3.2 (*Assignment by way of Security*) or 3.4 (*Fixed charges*) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 Conversion of floating charge to fixed Security

- (a) The Security Agent may at any time by notice to each Acceding Company convert the floating charge constituted under Clause 4.1 (*Floating charge*) with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:
 - (i) a Declared Default has occurred and is continuing; or
 - (ii) the Security Agent reasonably considers that any of the Security Assets is or may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (*Floating charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the Security Assets which are subject to the floating charge and which are referred to in paragraphs (i) to (iii) below:

- (i) each Acceding Company creates (or attempts or takes any steps to create) any Security over any Security Asset (save as permitted under the Facilities Agreement);
- (ii) each Acceding Company disposes (or attempts or takes any steps to dispose) of all or any of its Security Asset (save as permitted under the Facilities Agreement); or
- (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Security Asset (which is not discharged within five Business Days).

(c) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 4.2(c) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details of Security Assets*);
- (ii) the Charged Securities listed in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) to the Accession Deed constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and
- (iii) Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(d) Consent

Pursuant to Clause 24.3 (Accession Deed) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

5. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “this Deed” and similar expressions shall include references to this Accession Deed.

6. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

Execution Version

7. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

8. COUNTERPARTS

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

9. GOVERNING LAW

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

IN WITNESS of which this Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed.

SCHEDULE 1 TO THE ACCESSION DEED**The Acceding Companies**

Company name	Registered number	Registered office
Eden Care & Support Group Limited	07275410	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Eden Care & Support Group Midco Limited	11665714	Friary House, 17a Friary Road, Newark, Nottinghamshire, United Kingdom, NG24 1LE
Eden Holdings Financing Limited	07275831	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Eden Supported Living Limited	07276039	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Eden Care Solutions Limited	08536771	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Eden Care Solutions Midco Limited	11665692	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
ECS Debtco Limited	08792969	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
HASS Holdings Lincs Limited	08188597	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Housing and Support Solutions Limited	04383479	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Supported Homes Limited	05760518	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE
Essential Futures Limited	04541238	Friary House, 17a Friary Road, Newark, Nottinghamshire, NG24 1LE

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

**Part 1
Real Property**

Registered land				
Acceding Company	Address		Title number	
Intentionally left blank				
Unregistered land				
Acceding Company	Address	Document describing the Real Property		
		Date	Document	Parties
Intentionally left blank				


**Part 2
Charged Securities**

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Eden Care & Support Group Limited	Eden Care & Support Group Midco Limited	Ordinary	3	3 ordinary shares of £1.00 each
Eden Care & Support Group Midco Limited	Eden Holdings Financing Limited	Ordinary	1	1 ordinary share of £1.00
Eden Holdings Financing Limited	Eden Supported Living Limited	Ordinary	1	1 ordinary share of £1.00

Execution Version

Eden Care Solutions Limited	Eden Care Solutions Midco Limited	Ordinary	638	638 ordinary shares of £1.00 each
Eden Care Solutions Midco Limited	ECS Debtco Limited	Ordinary	636	636 ordinary shares of £1.00 each
ECS Debtco Limited	HASS Holdings Lincs Limited	Ordinary	4	4 ordinary shares of £1.00 each
	Supported Homes Limited	Ordinary A	400	400 ordinary A shares of £0.50 each 400 ordinary B shares of £0.50 each 400 ordinary C shares of £0.50 each 400 ordinary D shares of £0.50 each 400 ordinary E shares of £0.50 each 400 ordinary F shares of £0.50 each
		Ordinary B	400	
		Ordinary C	400	
		Ordinary D	400	
		Ordinary E	400	
		Ordinary F	400	
	Essential Futures Limited	Ordinary	600	600 ordinary shares of £1.00 each
HASS Holdings Lincs Limited	Housing and Support Solutions Limited	Ordinary	2	2 ordinary shares of £1.00 each

Part 3
Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Supported Homes Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Housing and Support Solutions Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Essential Futures Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Eden Supported Living Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Eden Holdings Financing Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Eden Care Solutions Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
Eden Care and Support Group Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 
ECS Debtco Limited		Lloyds Bank PLC	Ariel House, 2138 Coventry Road, Sheldon, B26 3JW 

Part 4
Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
<i>Intentionally left blank</i>				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
<i>Intentionally left blank</i>		

Part 4C – Domain Names
edenfutures.co
edenfutures.com
edenfutures.co.uk
edenfutures.org
edensupportedhousing.co.uk
edensupportedliving.co.uk
hassltd.org
selectlivingoptions.com
selectlivingoptions.co.uk

Part 5
Material Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
Intentionally left blank			

Part 6
Insurances

Acceding Company	Insurer	Policy number
Eden Care & Support Group Limited	RAC	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Motor Breakdown
	AXA	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Motor (Fleet)
Eden Care & Support Group Limited / Eden Care Solutions Limited	Markel UK Ltd	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Commercial Combined: <ul style="list-style-type: none"> Employers Liability Public / Products Liability Business Interruption Material Damage Money Personal Accident Combined Property Owners Professional Indemnity including Medical Malpractice
	HSB Engineering Insurance	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Computer, data and cyber-risks insurance

Execution Version

	Zurich	<div></div> <ul style="list-style-type: none">• Directors and Officers• Corporate Liability• Entity employment practice liability
--	--------	---

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN CARE & SUPPORT**
GROUP LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

ZOFEEEN TIWARI

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN CARE & SUPPORT**
GROUP MIDCO LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

ZOFEEEN TIWARI

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN HOLDINGS**
FINANCING LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN SUPPORTED LIVING**
LIMITED acting by:

Director

Witness signature

Witness name:

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN CARE SOLUTIONS**
LIMITED acting by:)
)
)

Director

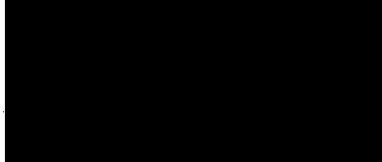
Witness signature

Witness name:

Witness address:



Zafar Tiwari



Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

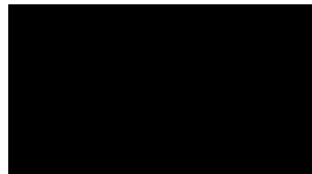
Executed as a deed, but not delivered until the
first date specified on page 1, by **EDEN CARE SOLUTIONS**
MIDCO LIMITED acting by:)
)
)

Director

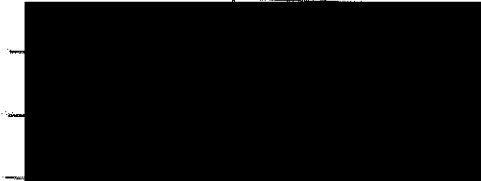
Witness signature

Witness name:

Witness address:



Zafar Tiwari



Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

Executed as a deed, but not delivered until the
first date specified on page 1, by **ECS DEBTCO LIMITED**
acting by:)
)
)

Director

Witness signature

Witness name:

ZOFEEEN TIWARI

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Executed as a deed, but not delivered until the
first date specified on page 1, by **HASS HOLDINGS**
LINCS LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

ZOFEEEN TIWARI

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

Executed as a deed, but not delivered until the
first date specified on page 1, by **HOUSING AND SUPPORT**
SOLUTIONS LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

Witness address:

ZOFEEEN TIWARI

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Executed as a deed, but not delivered until the
first date specified on page 1, by **SUPPORTED HOMES**
LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

Witness address:

ZOFEEEN TIWARI

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

Executed as a deed, but not delivered until the
first date specified on page 1, by **ESSENTIAL FUTURES**
LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

THE PARENT

Executed as a deed, but not delivered until the
first date specified on page 1, by **PROJECT ORCHARD**
MIDCO 2 LIMITED acting by:)
)
)

Director

Witness signature

Witness name:

Witness address:

Address: Friary House, 17A Friary Road, Newark, NG24 1LE

Facsimile No: N/A

Attention: Andy Dean

Execution Version

THE SECURITY AGENT

Signed by for and on behalf of

)

ALTER DOMUS TRUSTEES (UK) LIMITED:

)

) Signature

Jonathan Crofton, Authorized Signatory

Address: Alter Domus Trustees (UK) Limited, 18 St Swithin's Lane,
London, United Kingdom, EC4N 8AD

Email: Legal.EMEA@alterDomus.com; and Agency.EMEA@alterDomus.com

Attention: Agency and Legal Departments