



Registration of a Charge

Company name: **CAREWATCH HOLDINGS LIMITED**

Company number: **06671587**

Received for Electronic Filing: **11/01/2019**



Details of Charge

Date of creation: **21/12/2018**

Charge code: **0667 1587 0005**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED AS THE
SECURITY AGENT**

Brief description: **NOT APPLICABLE.**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6671587

Charge code: 0667 1587 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2018 and created by CAREWATCH HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2019 .

Given at Companies House, Cardiff on 15th January 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

SECURITY DEED OF ACCESSION

THIS DEED is made on 21 December 2018

BETWEEN:-

- (1) **CAREWATCH HOLDINGS LIMITED** (the "**New Chargor**"), a company incorporated in England (company number 06671587) whose registered office is at Libra House Sunrise Parkway, Linford Wood, Milton Keynes, MK14 6PH;
- (2) **CAREWATCH INTERMEDIATE LIMITED** (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors (as defined in the Debenture referred to below); and
- (3) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as the Security Agent.

INTRODUCTION

- (A) This Deed is supplemental to a debenture dated 13 February 2017 (as supplemented and amended from time to time, the "**Debenture**") between, among others, (1) the Parent, (2) each of the companies named in the Debenture as Chargors, and (3) HSBC Corporate Trustee Company (UK) Limited as agent and trustee for the Secured Parties.
- (B) The New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent and to the New Chargor or any other member of the Parent's group has agreed to enter into this Deed and become a Chargor under the Debenture.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Debenture have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.3 of the Debenture apply to this Deed insofar as they are relevant to it, as they apply to the Debenture.

2. ACCESSION

The New Chargor agrees to become a party to and to be bound by the terms of the Debenture with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party to it as a Chargor (but so that the Security created consequent on such accession shall be created on the date of this Deed of Accession).

3. SECURITY

The New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 3.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (*Land*);

- 3.2 the Shares charged shall include the Shares referred to in Schedule 2 (*Shares*);
- 3.3 the Assigned Insurances assigned shall include the Assigned Insurances referred to in Schedule 3 (*Assigned Insurances*);
- 3.4 the Assigned Contracts assigned shall include the Assigned Contracts referred to in Schedule 4 (*Assigned Contracts*);
- 3.5 the Assigned Accounts assigned shall include the Assigned Accounts referred to in Schedule 5 (*Assigned Accounts*); and
- 3.6 the Charged Hedging Agreements charged by way of fixed charge shall include those referred to in Schedule 6 (*Charged Hedging Agreements*).

4. CONSENT OF EXISTING CHARGORS

The Parent by its execution of this Deed confirms the consent of the existing Chargors to the terms of this Deed and their agreement that this Deed will in no way prejudice or affect their obligations under, or the covenants they have given, or the Security created by, the Debenture.

5. EFFECT ON DEBENTURE

- 5.1 The Debenture and this Deed shall be read and construed as one document so that references in the Debenture to "this Deed", "herein", and similar phrases will be deemed to include this Deed.
- 5.2 For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of the New Chargor mortgaged, charged or assigned to the Security Agent (whether by way of legal mortgage, assignment or fixed or floating charge) by or pursuant to this Deed shall form part of the Secured Assets and references in the Debenture to the Security created by or pursuant to the Debenture will be deemed to include the Security created by or pursuant to this Deed.

6. GOVERNING LAW

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed.

SCHEDULE 1

LAND

[None at the date of this Deed]

SCHEDULE 2
SHARES

Name of Company	Description and Number of Shares	Name of Shareholder
Carewatch Bidco Limited	30,495,000 Ordinary shares of £1.00 each	Carewatch Holdings Limited

SCHEDULE 3
ASSIGNED INSURANCES

[None at the date of this Deed]

SCHEDULE 4
ASSIGNED CONTRACTS

[None at the date of this Deed]

**SCHEDULE 5
ASSIGNED ACCOUNTS**

Name of Account Bank	Sort Code	Account Number
NatWest	██████	██████8605
Barclays Bank plc	██████	██████3117
Barclays Bank plc	██████	██████8314

SCHEDULE 8
CHARGED HEDGING AGREEMENTS

[None at the date of this Deed]

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargor

Signed as a deed by)

CAREWATCH HOLDINGS LIMITED)

acting by a CRAIG HENDRY)

Director in the presence of a witness:

Signature of witness

Name

(in BLOCK CAPITALS)

Address

.....
SHOOSMITHS
SALTIRE COURT
.....
20 Castle Terrace
Edinburgh EH1 2EN
.....
TEL: 03700 868000
LP-300 Edinburgh DX 553051
.....
Edinburgh 18
.....

The New Chargor

Signed as a deed by)

CAREWATCH INTERMEDIATE LIMITED)

acting by a CRAIG HENDRY)

Director in the presence of a witness:

Signature of witness

Name

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TEL: 03700 868000
LP-300 Edinburgh DX 553051
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Edinburgh 18
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Security Agent

Signed for an on behalf of

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HSBC CORPORATE TRUSTEE
COMPANY (UK) LIMITED

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Stephen Wakefield
Authorised Signatory