



Registration of a Charge

Company Name: **GENUINE CARE HOMECARE SERVICES LIMITED**

Company Number: **06906575**



Received for filing in Electronic Format on the: **23/02/2022**

XAYG0C57

Details of Charge

Date of creation: **21/02/2022**

Charge code: **0690 6575 0003**

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

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: 6906575

Charge code: 0690 6575 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st February 2022 and created by GENUINE CARE HOMECARE SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2022 .

Given at Companies House, Cardiff on 24th February 2022

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 February 2022

Between

- (1) PWC Holdco 1 Limited (registered in England with number 12405444) for itself and for the Chargors (**Parent**);
- (2) Everycare East Sussex Limited (registered in England with number 08866270) and Genuine Care Homecare Services Limited (registered in England with number 06906575) (each an **Acceding Chargor** and together the **Acceding Chargors**); and
- (3) Alter Domus Trustees (UK) Limited as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated 2 November 2021 between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Subsidiary Shares** means all shares present and future held by the Acceding Chargor in its Subsidiaries including those listed in Schedule 2 (Subsidiary Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third Party Rights), 1.4 (Administration), 1.5 (Incorporated Terms), 1.6 (Intercreditor Deed) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to **this Deed** shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargor

2.1 Accession

Each Acceding Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it.

2.2 Covenant to pay

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 Charging provisions

All security created by an Acceding Chargor under clauses 2.4 to 2.7 inclusive is:

- (a) a continuing security for the payment and discharge of the Secured Obligations;
- (b) granted with full title guarantee;
- (c) granted in respect of all the right, title and interest (if any), present and future of the relevant Acceding Chargor in and to the relevant Charged Property; and
- (d) in favour of the Security Agent as security trustee for the Secured Parties.

2.4 First legal mortgages

Each Acceding Chargor charges by way of first legal mortgage the properties described in to Schedule 1 (Properties) to this Deed and, in each case, all Premises and Fixtures on each of the Properties.

2.5 Assignments

- (a) The Acceding Chargor assigns:
 - (i) the agreements described in Schedule 3 (Relevant Agreements) to this Deed; and
 - (ii) its Relevant Policies.
- (b) The Acceding Chargor shall remain liable to perform all its obligations under the Relevant Agreements and the Relevant Policies.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Default which is continuing, each Chargor 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 Agreement.

2.6 First fixed charges

Each Acceding Chargor charges by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4, and in each case, the Premises and Fixtures on each such property;
- (b) the proceeds of sale of its Secured Property and all licences to enter on or use any Secured Property;

- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Subsidiary Shares together with all Related Rights;
- (f) the Investments together with all Related Rights;
- (g) all book and other debts due to the relevant Acceding Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts or any of them) and the benefit of any judgement or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) all monies from time to time standing to the credit of each Blocked Account;
- (i) all monies from time to time standing to the credit of each account held by the relevant Acceding Chargor with any bank, building society, financial institution or other person other than any Blocked Account (each an **Account**);
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (m) to the extent that any assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause.

2.7 **Floating charge**

Each Acceding Chargor charges by way of first floating charge all its assets and undertaking wherever located both present and future other than any assets effectively charged by way of legal mortgage or fixed charge or assigned under clauses 2.4, 2.5 or 2.6.

2.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 **Consent of existing charging companies**

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

3 Security power of attorney

Following an Event of Default which is continuing each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the relevant Acceding Chargor is obliged to take under this Deed or Debenture but has not taken within 5 Business Days of receiving a written request to do so from the Security Agent. Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

4 Notices

Each Acceding Chargor confirms that their address details for notices are as follows:

Everycare East Sussex Limited

Address: 29 Gildredge Road, Eastbourne, East Sussex, BN21 4RU

Attention: Stephen Clarke

Email address: steve.clarke@trinityhomecare.co.uk

Genuine Care Homecare Services Limited

Address: 139 High Street, Edenbridge, Kent, TN8 5AX

Attention: Steve Clarke

Email address: steve.clarke@trinityhomecare.co.uk

5 Counterparts

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

6 Governing law and jurisdiction

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

This Deed has been signed on behalf of the Security Agent and executed as a deed by the Parent and by each relevant Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1

Properties

Intentionally left blank

Schedule 2

Subsidiary Shares

Intentionally left blank

Schedule 3

Relevant Agreements



Intentionally left blank

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by
PWC HOLDCO 1 LIMITED
acting by two directors

or a director in the presence of:

) 
Director
) 
Director

Witness signature

Witness name
(block capitals)


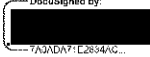
Witness address
.....
.....

Witness Occupation

Acceding Chargors

Executed as a deed by
EVERYCARE EAST SUSSEX LIMITED
acting by two directors

or a director in the presence of:

) 
Director
) 
Director

Witness signature

Witness name
(block capitals)

Witness address
.....
.....

Witness Occupation

Executed as a deed by
**GENUINE CARE HOMECARE SERVICES
LIMITED** acting by two directors

or a director in the presence of:

DocuSigned by:
[Redacted Signature]
Director
DocuSigned by:
[Redacted Signature]
Director

Witness signature

Witness name
(block capitals)

Witness address
.....
.....

Witness Occupation

Security Agent

Signed by a duly authorised attorney for and on
behalf of **ALTER DOMUS TRUSTEES (UK)
LIMITED**

DocuSigned by:
[Redacted Signature]
Authorised attorney