



Registration of a Charge

Company Name: **ENVIVA CARE LIMITED**

Company Number: **07644652**



Received for filing in Electronic Format on the: **21/09/2021**

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Details of Charge

Date of creation: **20/09/2021**

Charge code: **0764 4652 0003**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

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: **MACFARLANES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7644652

Charge code: 0764 4652 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th September 2021 and created by ENVIVA CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2021 .

Given at Companies House, Cardiff on 22nd 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**

Form of Deed of Accession

DATE 20 September 2021

PARTIES

1. ENVIVA CARE LIMITED (registered number 07644652)
 2. ENVIVA COMPLEX CARE LIMITED (registered number 03869350)
 3. BECC: BESPOKE COMPLEX CARE SUPPORT LIMITED (registered number 08257834)
 4. INVENT HEALTH LIMITED (registered number SC289550)
 5. DIVERSITY CARE SOLUTIONS LIMITED (registered number 07124727)
- with their registered offices at Unit 5 Abbey Business Park, Monks Walk, Farnham, England, GU9 8HT
- (each an “**Additional Chargor**” and together, the “**Additional Chargors**”)
- and
6. GLAS Trust Corporation Limited as agent and trustee for the Secured Parties (the “**Security Agent**”).

BACKGROUND

- A EnViva Care Limited is a wholly owned subsidiary of Sonderwell Bidco Limited.
- B EnViva Complex Care Limited is a wholly owned subsidiary of Enviva Care Limited.
- C BECC: Bespoke Complex Care Support Limited is a wholly owned subsidiary of Enviva Complex Care Limited.
- D InVent Health Limited is a wholly owned subsidiary of Enviva Complex Care Limited.
- E Diversity Care Solutions Limited is a wholly owned subsidiary of Enviva Complex Care Limited.
- F Sonderwell Bidco Limited has entered into a security agreement dated 28 August 2021 (the “**Security Agreement**”) between the Chargors under and as defined in the Security Agreement and the Security Agent.
- G Each Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Security Agreement.
- H The Security Agent and each Additional Chargor intends this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- I The Security Agent holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1 Definitions and interpretation

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2 Accession and covenant to pay

2.1 With effect from the date of this deed each Additional Chargor:

2.1.1 will become a party to the Security Agreement as a Chargor; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor.

2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities or generally in respect of each Chargor.

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3 Grant of security

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) to this deed;

3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:

3.1.2.1 Properties now owned by it to the extent that they are not the subject of a charge by way of legal mortgage pursuant to clause 3.1.1 above;

3.1.2.2 Properties acquired by it after the date of this deed;

3.1.2.3 Property Interests;

3.1.2.4 Equipment;

3.1.2.5 Securities;

3.1.2.6 Intellectual Property;

- 3.1.2.7 Accounts;
- 3.1.2.8 Pension Fund Interests; and
- 3.1.2.9 Goodwill and Uncalled Capital.

3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and

3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements.

3.2 Floating security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.13.1.4 inclusive above.

3.3 Leasehold security restrictions

Consent

3.3.1 For each leasehold property which is a Material Property held by each Additional Chargor under a lease which precludes either absolutely or conditionally (including requiring consent of any third party) that Additional Chargor from creating any charge over its leasehold interest in that property (the “**Excluded Property**”) until the relevant condition or waiver has been satisfied or obtained.

3.3.2 For each Excluded Property, each Additional Chargor undertakes to:

- 3.3.2.1 apply for the relevant consent or waiver of prohibition or conditions within thirty days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or within thirty days of the Additional Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible;
- 3.3.2.2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver; and
- 3.3.2.3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy.

3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, 3.1.2.1, 3.1.2.2 or 3.1.2.3 (*Fixed security*) of this deed as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, each Additional Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

Restriction

- 3.3.4 There shall be excluded from the security created by clauses 3.1.1, 3.1.2.1 3.1.2.2 and 3.1.2.3 (*Fixed security*) of this deed any Excluded Property held by each Additional Chargor until the relevant condition or waiver referred to in clause 3.3.1 has been satisfied and obtained. For the avoidance of doubt, no Excluded Property shall be excluded from the security created by clause 3.2.1 (*Floating charge*) by operation of this clause 3.3.4.
- 3.3.5 If an Additional Chargor receives notice from a third party of its intention to bring proceedings against that Chargor for the forfeiture of its leasehold property which is (a) an Excluded Property, and (b) subject only to the security created by clause 3.2 (*Floating charge*) (a "**Floating Charge Excluded Property**"), the relevant Chargor will:
- 3.3.5.1 promptly on receipt of such notice or becoming aware of such intention, inform the Security Agent of the proceedings; and
- 3.3.5.2 take all action necessary or which the Security Agent may reasonably request to resolve any issue or dispute with such third party (a "**Property Dispute**") in such a way as to enable the security created over such Floating Charge Excluded Property by this deed to remain in place.
- 3.3.6 Upon request from any of the Additional Chargors, the Security Agent may decide in its sole discretion to release the leasehold interest in respect of the relevant Floating Charge Excluded Property from the Security created by this deed if it considers that the Property Dispute relating to the relevant Floating Charge Excluded Property would otherwise result in the forfeiture of that Additional Chargor's leasehold interest therein.
- 3.3.7 Nothing in this clause 3.3 shall apply to any Short Leasehold Properties.

Land Registry restriction

- 3.3.8 In respect of any Material Property registered at the Land Registry each Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property:
- 3.3.9 "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 [] in favour of [] referred to in the charges register or their conveyancer".
- 3.3.10 Each Additional Chargor authorises the Security Agent to make any application which it deems appropriate for the designation of this deed or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use its reasonable endeavours to assist with any such application made by or on behalf of the Security Agent. Each Additional Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of this deed or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land

Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

4 **Miscellaneous**

With effect from the date of this deed:

- 4.1 the Security Agreement will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this deed);
- 4.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (*Properties currently owned*) (or any part of it) will include a reference to schedule 1 (*Properties currently owned*) to this deed (or relevant part of it).

5 **Governing law**

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

6 **Enforcement**

6.1 **Jurisdiction of English courts**

- 6.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").
- 6.1.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 6.1.3 This clause 6 is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

6.2 **Service of Process**

Without Prejudice to any other mode of service allowed under any relevant law, the Additional Chargor:

- 6.2.1 Irrevocably appoints EnViva Care Limited as its agent for service of process in relation to any process before the English Courts in connection with any Finance Document.
- 6.2.2 Agrees that failure by a process agent to notify the Additional Chargor of the process will not invalidate the proceedings concerned.

7 Counterparts

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

In Witness whereof this deed has been executed by each Additional Chargor and is intended to be and is hereby delivered as a deed the day and year first above written and has been signed on behalf of the Security Agent.

SCHEDULE 1

Properties currently owned

PART 1

Registered Land

Additional Chargor	Registered Land

PART 2

Unregistered Land

Additional Chargor	Unregistered Land

SCHEDULE 2**Accounts****PART 1****Designated Accounts**

Chargor	Account type	Account name	Account number	Sort code

PART 2**Trading Accounts**

Chargor	Bank	Account name	Account number	Sort code
Enviva Care Limited	HSBC Bank plc	██████████	██████████	██████████
Enviva Complex Care Limited	HSBC Bank plc	██████████	██████████	██████████
BECC: Bespoke Complex Care Support Limited	Barclays Bank plc	██████████	██████████	██████████
Diversity Care Solutions Limited	Lloyds Bank plc	██████████	██████████	██████████
Diversity Care Solutions Limited	Virgin Money	██████████	██████████	██████████

SIGNATORIES (TO DEED OF ACCESSION)

EXECUTED AS A DEED)
By: ENVIVA CARE LIMITED)

 Director

 Director/Secretary

EXECUTED AS A DEED)
By: ENVIVA COMPLEX CARE LIMITED)

 Director

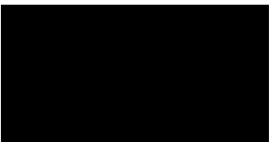
 Director/Secretary

EXECUTED AS A DEED)
By: BECC: BESPOKE COMPLEX CARE SUPPORT LIMITED)

 Director

 Director/Secretary

EXECUTED AS A DEED)
By: INVENT HEALTH LIMITED)

 Director

 Director/Secretary

EXECUTED AS A DEED)
By: DIVERSITY CARE SOLUTIONS LIMITED)

 Director

 Director/Secretary

GLAS TRUST CORPORATION LIMITED

SIGNED by)

for and on behalf of

GLAS TRUST CORPORATION LIMITED)

EXECUTED AS A DEED
By: DIVERSITY CARE SOLUTIONS LIMITED

)
)

Director

Director/Secretary

GLAS TRUST CORPORATION LIMITED

SIGNED by *ANESIMONY FORIS*
SCALLION
for and on behalf of

)

GLAS TRUST CORPORATION LIMITED)

