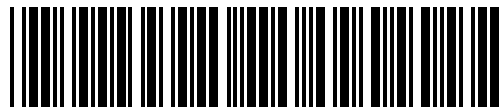




Registration of a Charge

Company Name: **ABACAREDIG HOLDINGS LIMITED**

Company Number: **08612949**



XBXUE9VV

Received for filing in Electronic Format on the: **21/02/2023**

Details of Charge

Date of creation: **17/02/2023**

Charge code: **0861 2949 0005**

Persons entitled: **CSC TRUSTEES LIMITED AS SECURITY AGENT.**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8612949

Charge code: 0861 2949 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2023 and created by ABACAREDIG HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2023 .

Given at Companies House, Cardiff on 23rd February 2023

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**

ACCESSION DEED

THIS ACCESSION DEED is made on

17 February 2023

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an “**Acceding Company**”);
- (2) **C&C Holdco Limited** (the “**Parent**”); and
- (3) **CSC Trustees Limited** (as Security Agent for the Secured Parties (as defined below)) (the “**Security Agent**”).

BACKGROUND

This Accession Deed is supplemental to an English law debenture dated 4 September 2020 (as amended, supplemented, novated, restated and/or acceded to from time to time) and a confirmatory debenture dated 23 November 2020 and 24 March 2021 made between (1) the Original Chargors named therein and (2) the Security Agent (the “**Debenture**”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 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).

1.2 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

2.1 Accession

Each Acceding Company:

- (a) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (b) 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,
- (c) as if it had been an original party to the Debenture as one of the Chargors.

2.2 Covenant to pay

Without prejudice to the generality of Clause 2.1 (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in Clause 2.2 (*Covenant to pay*) of the Debenture.

2.3 Legal mortgage

Each Acceding Company charges by way of first legal mortgage the Material Real Property.

2.4 Charge and assignment

Without prejudice to the generality of Clause 2.1 (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of security*), 4 (*Fixed security*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (a) by way of first fixed charge:
 - (i) all Material Real Property and all interests in Material Real Property not charged by paragraph 2.1(c) 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 Material Real Property;
- (b) by way of first fixed charge:
 - (i) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*))(if any)); together with
 - (ii) all Related Rights from time to time accruing to them;
- (c) by way of first fixed charge each of its Accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) and all monies at any time standing to the credit of such accounts;
- (d) by way of first fixed charge all Material Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*));
- (e) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and

- (f) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part 6 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) all claims under the Insurances and all proceeds of the Insurances.

2.5 Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2.5 to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (a) 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 owned by the Acceding Companies*);
- (b) the Charged Securities listed in Part 2 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) 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
- (c) Part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Material Real Property which is beneficially owned by each Acceding Company at the date of this Deed.

2.6 Consent

- (a) Pursuant to Clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):
- (b) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (c) 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.

3. 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.

4. 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.

5. NOTICE DETAILS

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

6. 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.

7. 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 by each Acceding Company and the Parent.

SCHEDULE 1 - THE ACCEDING COMPANIES

Company name	Registered number	Registered office
Bluetree Healthcare Limited	08918534	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ
The Human Support Group Limited	03513906	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ
Abacaredig Holdings Limited	08612949	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ
Care By Us Ltd	04664433	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ
Raynsford Care Limited	05010858	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ
Help at Home (Egerton Lodge) Limited	03035530	Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, Nottinghamshire, United Kingdom, NG7 2SZ

**SCHEDULE 2 - DETAILS OF SECURITY ASSETS OWNED BY THE ACCEDING
COMPANY/ACCEDING COMPANIES**

Part 1 - Material Real Property

Registered land				
Acceding Company	Address	Administrative area	Title number	
None as at the date of this Deed.				
Unregistered land				
Acceding Company	Address	Document describing the Material Real Property		
		Date	Document	Parties
None as at the date of this Deed.				

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
Bluetree Healthcare Limited	City and County Healthcare Group Limited	Ordinary	10	10
The Human Support Group Limited	City and County Healthcare Group Limited	A Ordinary B Ordinary	8500 4000	12500
Abacaredig Holdings Limited	City and County Healthcare Group Limited	A Ordinary B Ordinary C Ordinary	50 50 50	150
Care By Us Ltd	City and County Healthcare Group Limited	Ordinary	100	100
Raynsford Care Limited	City and County Healthcare Group Limited	Ordinary	2	2

Help at Home (Egerton Lodge) Limited	City and County Healthcare Group Limited	Ordinary	2	2
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Part 3 - Accounts

Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Bluetree Healthcare Limited	██████████	HSBC Bank	87 Station Road New Milton Sort Code: ██████████
The Human Support Group Limited	██████████	HSBC Bank	1-3 Bishopsgate London EC2N 3AQ Sort Code: ██████████
Abacaredig Holdings Limited	██████████	HSBC Bank	130 New St Birmingham B2 4JU Sort Code: ██████████
Care By Us Ltd	██████████	HSBC Bank	34 Broad Walk Harlow CM20 1JA Sort Code: ██████████
Raynsford Care Limited	██████████	Virgin Money	8 North Ave Glasgow Sort Code: ██████████
Help at Home Egerton Lodge Limited	██████████	HSBC Bank	87 Station Road New Milton Sort Code: ██████████

Part 4 - Material Intellectual Property




Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
<i>None as at the date of this Deed.</i>				

Part 4B - Patents		
Proprietor/ADP number	Patent number	Description
<i>None as at the date of this Deed.</i>		

Part 5 - Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
<i>None as at the date of this Deed.</i>			

Part 6 - Insurances

Acceding Company	Insurer	Policy number
Bluetree Healthcare Limited	Hiscox Insurance Company Limited 1 Great St. Helens London EC3A 6HX	
The Human Support Group Limited	Liberty Mutual Insurance Europe Ltd 20 Fenchurch Street London EC3M 3AW	Combined Commercial Insurance Policy 
Abacaredig Holdings Limited	Liberty Mutual Insurance Europe Ltd 20 Fenchurch Street	Combined Commercial Insurance Policy 

	London EC3M 3AW	
Care By Us Ltd	Liberty Mutual Insurance Europe Ltd 20 Fenchurch Street London EC3M 3AW	Combined Commercial Insurance Policy [REDACTED]
Raynsford Care Limited	Liberty Mutual Insurance Europe Ltd 20 Fenchurch Street London EC3M 3AW	Combined Commercial Insurance Policy [REDACTED]
Help at Home (Egerton Lodge) Limited	Liberty Mutual Insurance Europe Ltd 20 Fenchurch Street London EC3M 3AW	Combined Commercial Insurance Policy [REDACTED]

EXECUTION PAGES

THE ACCEDING COMPANIES

EXECUTED as a DEED

by **BLUETREE HEALTHCARE LIMITED** acting by:)

Director

Witness signature

Witness name:

Witness address:

SARAH WINFIELD

Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

EXECUTED as a **DEED**

by **THE HUMAN SUPPORT GROUP LIMITED** acting by:)

Director

Witness signature

Witness name:

Witness address:

[Redacted signature area]

SARAH WINFIELD

[Redacted address area]

Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

EXECUTED as a DEED

by **ABACAREDIG HOLDINGS LIMITED** acting by: _____)

Director

Witness signature

Witness name:

SARAH WINFIELD

Witness address:

Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

EXECUTED as a **DEED**

by **CARE BY US LTD** acting by:)

Director

Witness signature

Witness name:

SARAH WINFIELD

Witness address:

Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

EXECUTED as a **DEED**

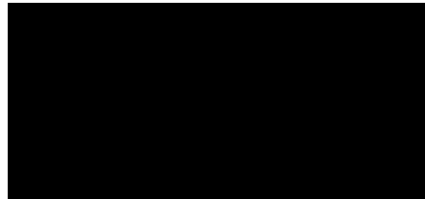
by **RAYNSFORD CARE LIMITED** acting by:)

Director

Witness signature

Witness name:

Witness address:



SARAH WINFIELD



Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

EXECUTED as a DEED

by **HELP AT HOME (EGERTON LODGE) LIMITED** acting by:)

Director

Witness signature

Witness name:

SARAH WINFIELD

Witness address:

Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

THE PARENT

EXECUTED as a DEED

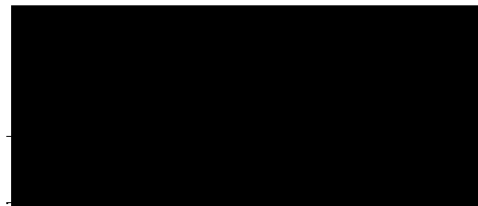
C&C HOLDCO LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



SARAH WINFIELD



Address: Cardinal House Abbeyfield Court, Abbeyfield Road, Nottingham, England,
NG7 2SZ

Email: Lynn.Krige@candchealthcare.co.uk

Attention: Lynette Krige

THE SECURITY AGENT

Signed by for and on behalf of)

CSC TRUSTEES LIMITED)

) Signature

A black rectangular box used to redact the signature of Charlotte Noon.

Charlotte Noon, as duly authorised attorney

Address: 10th Floor, 5 Churchill Place, London E14 5HU, United Kingdom

Email: csctrustees@cscgfm.com

Attention: The Directors