

# MR01

## Particulars of a charge



Companies House

714997/13

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
**21 days** beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form  
scanned and placed on the public record **Do not send the original**

WEDNESDAY



\*L4IHV8WX\*

LD2

21/10/2015

#61

COMPANIES HOUSE

### 1 Company details

Company number 0 8 6 7 0 4 8 4  
Company name in full CARING BRANDS EUROPE LIMITED

### 2 Filing in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 1 5 1 0 2 0 1 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name CBI DEBT CO, LLC (as agent and trustee for itself and the other  
secured parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> Continue <input type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here  <div style="border: 1px solid black; padding: 5px;">           Signature  <div style="display: flex; align-items: center; justify-content: space-between;"> <span>X</span> <span>Kirkland &amp; Ellis International LLP</span> <span>X</span> </div> </div> This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Clarke Heap**

Company name **Kirkland & Ellis International LLP**

Address **30 St Mary Axe**

Post town **London**

County/Region

Postcode **E C 3 A 8 A F**

Country **United Kingdom**

DX

Telephone **+44 20 7469 2000**



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8670484

Charge code: 0867 0484 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th October 2015 and created by CARING BRANDS EUROPE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st October 2015.

Given at Companies House, Cardiff on 27th October 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**DEED OF ACCESSION**

I certify that, except for material redacted pursuant to s859G Companies Act 2006, this copy instrument is a correct copy of the original instrument

*Clarke Heap*

**THIS DEED OF ACCESSION** is made on 15 October 2015

CLARKE HEAP

SOLICITOR, KIRKLAND & ELLIS INTERNATIONAL LLP

**BETWEEN:**

- 1 CARING BRANDS EUROPE LIMITED (registered in England & Wales under number 08670484) (the "Additional Chargor"), and
- 2 CBI DEBT CO, LLC (the "Security Agent")

**WHEREAS:**

- (A) This Deed of Accession is supplemental to a security agreement (the "Security Agreement") dated 29 September 2015 between (1) CBI UK Midco Limited and CBI International Parent Limited as the Original Chargors and (2) the Security Agent as agent and trustee for the Secured Parties named in the Security Agreement (the "Secured Parties")
- (B) The Additional Chargor has agreed to charge in favour of the Security Agent, on the terms contained in the Security Agreement, all of its property, undertaking and assets to secure the Secured Obligations, and to accede to the Security Agreement.

**THIS DEED OF ACCESSION WITNESSES** as follows

**1. DEFINITIONS AND INTERPRETATION**

Words and phrases defined in the Security Agreement and principles of interpretation provided for in the Security Agreement shall, unless the context otherwise requires or unless otherwise re-defined below, have the same meaning and shall apply (as the case may be) in this Deed of Accession

**2. ACCESSION BY THE ADDITIONAL CHARGOR**

- 2.1 Accession The Additional Chargor agrees to be bound by all the terms of the Security Agreement and to perform all obligations of a Chargor under, and in accordance with, the Security Agreement with effect from the date of this Deed of Accession, as if it had been an original party to the Security Agreement as a Chargor
- 2.2 Covenant to pay The Additional Chargor (as primary obligor and not merely as surety) covenants with the Security Agent that it shall, on the Security Agent's written demand, pay or discharge the Secured Obligations at the times and in the manner provided in the relevant Note Documents
- 2.3 Proviso The covenants contained in this Clause 2 and the security created by this Deed of Accession shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law (including, without limitation, any applicable financial assistance laws)

### **3. CREATION OF SECURITY**

#### **3 1 Legal mortgages**

Each Chargor charges by way of a first legal mortgage its Real Property and all other estates or interest in any real property now owned by it

#### **3 2 Fixed Charges**

Each Chargor charges by way of a first fixed charge

- (a) (to the extent not subject to a legal mortgage under Clause 3 2 (*Legal mortgages*)) all of its estates or interests in any Real Property,
- (b) its Specified Investments and all of its other Investments,
- (c) its Plant and Machinery,
- (d) all of its rights in respect of any amount standing to the credit of any account it has with any person and the debt represented by it,
- (e) all of its Intellectual Property, any copyright or other intellectual property right and any interest (including by way of licence) in any of the foregoing, in each case, whether registered or not and including all applications for the same,
- (f) (except to the extent subject to an assignment under this Security Agreement) all of its Receivables,
- (g) any beneficial interest, claim or entitlement it has in any pension fund,
- (h) all of its goodwill,
- (i) its rights under any letter of credit issued in its favour or any bill of exchange or other negotiable instrument held by it,
- (j) the benefit of any Consent (statutory or otherwise) held by it in connection with its use of any Charged Property (and the right to recover and receive compensation which may be payable to it in respect of that Consent),
- (k) all of its uncalled capital, and
- (l) all of its Related Rights

#### **3 3 Assignments**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest from time to time in respect of

- (a) its Insurance Policies and any sums payable to it pursuant to those policies, and
- (b) its Relevant Contracts

### **3 4 Floating Charge**

- (a) Each Chargor charges by way of a first floating charge all of its assets and undertakings not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 3, including any assets and undertakings comprised within a charge which is reconverted under Clause 5 5 (*Reconversion*) of the Security Agreement
- (b) The parties to this Deed of Accession agree (without limitation to the general nature of the Additional Chargor's accession to the Security Agreement contained in Clause 2) that the crystallisation provisions contained in Clause 5 (*Floating Charge*) of the Security Agreement shall equally apply to the floating charge contained in this Deed of Accession as if set out in full in this Deed of Accession

### **3 5 Excluded Property**

Subject to the remaining sections of this Security Agreement, the security created by Clauses 4 1 (*Legal mortgages*), 4 2 (*Fixed Charges*), 4 3 (*Assignments*) and Clause 4 4 (*Floating Charge*) shall not apply to any Excluded Property until the relevant Chargor obtains any relevant consent or waiver of prohibition to the creation of Security over that Excluded Property

## **4. PERFECTION**

The Additional Chargor undertakes to carry out each of the actions described in and in accordance with Schedule 4 (*Perfection*) to the Security Agreement in respect of its Charged Property as if it has been an original party to the Security Agreement

## **5. POWER OF ATTORNEY**

- 5 1 Appointment of attorney The Additional Chargor, by way of security and to more fully secure the performance of its obligations under this Deed of Accession, hereby irrevocably appoints the Security Agent (whether or not a Receiver has been appointed) and any Receiver separately, to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise to

- (a) do anything which the Additional Chargor is obliged to do (but has not done) in accordance with this Deed of Accession, including to execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document, and/or
- (b) enable the Security Agent or any such nominee and/or Receiver to exercise (or to delegate) all or any of the rights conferred on it by this Deed of Accession or by statute in relation to this Deed of Accession or the Charged Property, by it

- 5 2 Ratification The Additional Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

- 5.3 Sums recoverable All sums expended by the Security Agent, nominee and/or any Receiver under this Clause 5 shall be recoverable from the Additional Chargor under Clause 15 (*Costs, Expenses and Indemnities*) of the Security Agreement

## 6. NOTICES

All notices or demands to be given or made pursuant to this Deed of Accession shall be given or made in the manner set out in Section 13.6 (*Notices*) of the Note Purchase Agreement

## 7. COUNTERPARTS

This Deed of Accession 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 of Accession

## 8. GOVERNING LAW

This Deed of Accession and any non-contractual obligations arising out of or in connection with it shall be governed by, construed and take effect in accordance with English law

## 9. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Deed of Accession (including any dispute relating to the existence, validity or termination of this Deed of Accession) (a “**Dispute**”)
- (b) The parties to this Deed of Accession agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed of Accession will argue to the contrary
- (c) This Clause 9 (*Jurisdiction*) is for the benefit of the Security Agent only. As a result, the Security Agent is not prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions

**THIS DEED OF ACCESSION** has been executed by the Additional Chargor and the Parent as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this Deed of Accession



## **SCHEDULE TO DEED OF ACCESSION**

### **Investments**

<b>Description of Investments</b>
3 Ordinary Shares of £1 00 each held in Bluebird Care Group Limited
1 Ordinary Share of £1 00 held in Caring Brands Australia Limited

**EXECUTION**

**THE ADDITIONAL CHARGOR**

**EXECUTED AS A DEED by** )

**CARING BRANDS EUROPE LIMITED** )

on being signed by )

a Director )

[Redacted Signature]

(Director)

In the presence of:

[Redacted Signature]

(Witness)

Name:

Suzanne Fern

Address

1601 Sawgrass Corporate Parkway, Sunrise, FL 33323

Occupation

Finance Manager

**THE SECURITY AGENT**

**SIGNED by** )

for and on behalf of )

**CBI DEBT CO, LLC** )

Authorised Signatory

**EXECUTION**

**THE ADDITIONAL CHARGOR**

**EXECUTED AS A DEED** by )

**CARING BRANDS EUROPE LIMITED** )

on being signed by )

a Director )

. . . . .

(Director)

In the presence of

. . . . .

(Witness)

Name

Address

Occupation

**THE SECURITY AGENT**

**SIGNED** by )

for and on behalf of )

**CBI DEBT CO, LLC**



Authorised Signatory