



Registration of a Charge

Company Name: **CARELINE365 LIMITED**

Company Number: **09614529**



XBFLBNKO

Received for filing in Electronic Format on the: **28/10/2022**

Details of Charge

Date of creation: **28/10/2022**

Charge code: **0961 4529 0001**

Persons entitled: **ARES MANAGEMENT LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES)**

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: **PROSKAUER ROSE (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9614529

Charge code: 0961 4529 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2022 and created by CARELINE365 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th October 2022 .

Given at Companies House, Cardiff on 31st October 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**

ACCESSION DEED

THIS ACCESSION DEED is made on 28 October 2022

BETWEEN:

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an “Acceding Company”);
- (2) Jobs Midco 2 Limited (the “Parent”); and
- (3) Ares Management Limited (as Security Agent for the Secured Parties (as defined below)) (the “Security Agent”).

BACKGROUND:

This Accession Deed is supplemental to a debenture dated 11 August 2022 and made between (1) the Chargors named in it and (2) the Security Agent (the “Debenture”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) 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).

(b) 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

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) 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,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*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(b) (*Covenant to pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of clause 2(a) (*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*), 4.5 (*Excluded Property*) and 5 (*Floating charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets*) (if any));
 - (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
 - (iii) by way of first fixed charge each of its Collection Accounts and its other 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*)) and all monies at any time standing to the credit of such accounts;
 - (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in part 4 of schedule 2 (*Details of Security Assets*) (if any)) necessary to the operation of the business of such Acceding Company, excluding any licence of Intellectual property where the terms of such licence prevent such security being granted (unless third party consent can be reasonably obtained);
 - (v) 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*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
 - (vi) 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*) (if any)), all claims under the Insurances and all proceeds of the Insurances.
- (d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) 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*) except:

- (A) in respect of those Charged Securities (if any) which are stated to be held by a nominee for an Original Chargor, in which case such Original Chargor is the beneficial owner only of such Charged Securities; and
 - (B) in respect of any recently acquired Charged Securities, such legal and beneficial ownership is subject to registration of those shares in the register of shareholders of the entity whose Charged Securities have been so acquired;
 - (ii) the Charged Securities listed in part 2 of schedule 2 to the Accession Deed (*Details of Security Assets*) 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
 - (iii) part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.
- (e) Consent
- Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):
- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
 - (ii) 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 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Appello Holdings Limited	12056759	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Appello Limited	06324769	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Appello Careline Limited	03229746	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Appello Smart Living Solutions Limited	01444995	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Appello MCL Careline Limited	09501009	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Lifeline24 Limited	08718610	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN
Careline365 Limited	09614529	Oregon House, 19 Queensway, New Milton, Hampshire, BH25 5NN

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

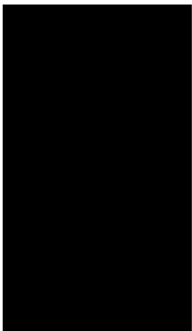


Part 1 - Real Property

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

Part 2 - Charged Securities

Name of company in which shares are held	Holder	Class of shares held	Number of shares held	Issued share capital
Appello Limited	Appello Holdings Limited	Ordinary	1,063 units of £1.00 each	£1,063
Appello Careline Limited	Appello Limited	Ordinary	1,250,001 units of £1.00 each	£1,250,001
Appello Smart Living Solutions Limited	Appello Careline Limited	Ordinary	3,651,000 units of £1.00 each	£3,651,000
Appello MCL Careline Limited	Appello Careline Limited	Ordinary	1 unit of £1.00 each	£1
Careline365 Limited	Lifeline24 Limited	Ordinary	100 units of £1.00 each	£100

Part 3 - Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Appello Limited		National Westminster Bank plc	National Westminster Bank plc, Southampton City Branch, 68 Above Bar Street, Southampton, SO14 7DS Sort Code: 56-00-68
Appello Smart Living Solutions Limited			
Appello Careline Limited			
Appello MCL Careline Limited			
Careline365 Limited		HSBC UK Bank plc	HSBC UK Bank plc, 18 London Street, Norwich, NR2 1LG Sort Code: 40-35-09
Lifeline24 Limited			
Lifeline24 Limited		HSBC UK Bank plc	HSBC UK Bank plc, 1 Centenary Square, Birmingham, B1 1HQ Sort Code: 40-12-76


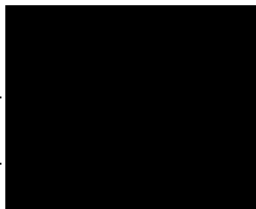
Part 4 - Intellectual Property

Part 4A - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/ apparent status	Classes	Mark text
None at the date of this Deed				
Part 4B - Patents				
Proprietor/ADP number	Patent number		Description	
None at the date of this Deed				

Part 5 - Relevant Contracts

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

Part 6 - Insurances

Acceding Company	Insurer	Policy number
Appello Holdings Limited	Chubb European Group SE	
	QBE UK Ltd via Sutton Specialist Risks Limited	
	AXA Insurance UK plc via Sutton Specialist Risks Limited	
	CNA Insurance Company Limited	
	CFC Underwriting Limited	
Lifeline24 Limited	QBE UK Ltd via Sutton Specialist Risks Limited	
	CFC Underwriting Limited	
	Aviva Insurance Limited	

EXECUTION PAGES TO THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first)
date specified on page 1, by APPELLO)
HOLDINGS LIMITED acting by)

Director



T.M. BARCLAY

Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, by APPELLO)
LIMITED acting by: \

Director



Tim Barclay

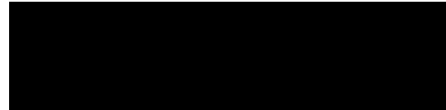
Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, BY APPELLO)
CARELINE LIMITED acting by:)

Director



Tim BARCLAY

Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, BY APPELLO)
SMART LIVING SOLUTIONS LIMITED)
acting by:

Director



Tim Barlow

Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, BY APPELLO MCL)
CARELINE LIMITED acting by:)

Director



Tim BARCLAY

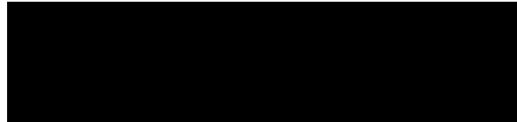
Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, BY **LIFELINE24**)
LIMITED acting by:)

Director



TIM BARCLAY

Witness signature



Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

Executed as a deed, but not delivered until the first)
date specified on page 1, BY CARELINE365)
LIMITED acting by:)

Director

 Tim BARCLAY

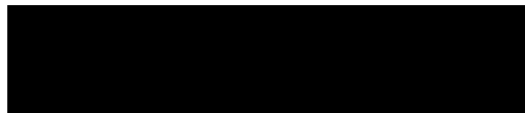
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Witness name:

AMELIA LEWIS

Witness address:



Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

THE PARENT

Executed as a deed, but not delivered until the first)
date specified on page 1, BY **JOBS MIDCO 2**)
LIMITED acting by:)

Director

[Redacted Signature]

Tim BARCLAY

Witness signature

[Redacted Signature]

Witness name:

AMELIA LENIS

Witness address:

[Redacted Address]

Address:

Oregon House, 19 Queensway, New Milton, Hampshire,
BH25 5NN

Email: Craig.Barlow@appello.co.uk

Attention: Craig Barlow

THE SECURITY AGENT

Signed for and on behalf of

ARES MANAGEMENT LIMITED

By: 

Name: John Atherton

Title: Authorised Signatory

Address: C/O Tmf Group 8th Floor, 20 Farringdon Street, London EC4A 4AB

Copy to: 10 New Burlington Street, 6th Floor, London W1S 3BE

Fax: +44207 464 6401

Email: OperationsLondon@aresmgmt.com

Attention: David Ribchester / Nishal Patel