



**Registration of a Charge**

Company Name: **UNITY FOSTER CARE LIMITED**

Company Number: **09702053**



XCHYII97

Received for filing in Electronic Format on the: **08/12/2023**

**Details of Charge**

Date of creation: **06/12/2023**

Charge code: **0970 2053 0001**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED AS SECURITY TRUSTEE**

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: 9702053

Charge code: 0970 2053 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2023 and created by UNITY FOSTER CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2023 .

Given at Companies House, Cardiff on 13th December 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**

**Security Deed of Accession**

**This Deed** is made on 6 December 2023

**Between**

- (1) **Orange Cloud Bidco Limited** (registered in England with number 13045687) for itself and for the Chargors (**Parent**);
- (2) **Unity Foster Care Limited** (registered in England with number 09702053) (**Acceding Chargor**); and
- (3) **Kroll Trustee Services Limited** (previously known as Lucid Trustee Services Limited) as security trustee for the Secured Parties (**Security Agent**).

**Whereas**

- (A) This Deed is supplemental to a debenture dated 29 September 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 or 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 Agreement), 1.7 (Present and future assets) and 1.8 (Fixed security) 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**

The 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**

The 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 the 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 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**

The Acceding Chargor charges by way of first legal mortgage the properties described in 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, the Acceding 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**

The Acceding Chargor charges by way of first fixed charge:

**EXECUTION VERSION**

- (a) all interests and estate 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 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 judgment 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 account held by the Acceding Chargor with any bank, building society, financial institution or other person (each an **Account**);
- (i) all its Intellectual Property;
- (j) all its goodwill and uncalled capital;
- (k) 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
- (l) 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**

- (a) The 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.

- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Obligations.

## **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.

## **4 Security power of attorney**

Following a Declared Default which is continuing or if the relevant Acceding Chargor has failed to comply with a further assurance or perfection obligation within 20 Business Days of being notified of that failure and being requested to comply, the 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 Acceding Chargor is obliged to take under this Deed or the Debenture. The Acceding Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 4.

## **5 Notices**

The Acceding Chargor confirms that its address details for notices are as follows:

Address: [REDACTED]

Email: [REDACTED]

Attention: The Directors

## **6 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.

## **7 Governing law and jurisdiction**

Clause 30 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

**This Deed** has been signed on behalf of the Security Agent and executed as a deed by the 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.

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Executed as a deed by )  
Orange Cloud Bidco Limited )  
acting by a director in the presence of ) Director

DocuSigned by:  
F37A728C750415...

Signature of witness

Jason Viant  
Name .....  
Address .....

I confirm that I was physically present at the time the signatory signed this deed.

DocuSigned by:  
F07A12B7C1E464E...

Acceding Chargor

Executed as a deed by )  
Unity Foster Care Limited )  
acting by a director in the presence of ) Director

DocuSigned by:  
F07A12B7C1E464E...

Signature of witness

Jason Viant  
Name .....  
Address .....

I confirm that I was physically present at the time the signatory signed this deed.

DocuSigned by:  
F07A12B7C1E464E...

Security Agent

Kroll Trustee Services Limited

By: .....  
Date: 6 December 2023

**SCHEDULE 1**

**(Properties)**

**Registered Land**

None at the date of this Deed

**Unregistered Land**

None at the date of this Deed



**SCHEDULE 2**

**(Subsidiary Shares)**

None at the date of this Deed