



Registration of a Charge

Company Name: **CARE UK HAYWARDS HEATH LIMITED**

Company Number: **11872225**



Received for filing in Electronic Format on the: **31/08/2022**

XBBKD0WW

Details of Charge

Date of creation: **30/08/2022**

Charge code: **1187 2225 0003**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT)**

Brief description: **PROPERTY AT BEECH HURST NURSING HOME, BUTLERS GREEN ROAD, HAYWARDS HEATH, RH16 4DA REGISTERED WITH TITLE NUMBER WSX210304. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11872225

Charge code: 1187 2225 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2022 and created by CARE UK HAYWARDS HEATH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2022 .

Given at Companies House, Cardiff on 2nd September 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**



DATE: 30 August 2022

CONFIRMATORY SECURITY DEED

Between

THE ENTITIES LISTED IN SCHEDULE 1

aschargors

and

NATIONAL WESTMINSTER BANK PLC

AS SECURITY AGENT

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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THIS DEED is made on the **30** day of **August 2022**

BETWEEN:

- (1) **THE COMPANIES** whose respective names and company numbers appear in Schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”); and
- (2) **NATIONAL WESTMINSTER BANK PLC** of as security trustee for the Secured Parties (as defined in the Security Agreements defined below) (the “**Security Agent**”).

WHEREAS:

- (A) Pursuant to the English law security agreements detailed in Schedule 2 (*Security Agreements*) and made between the Chargors and the Security Agent (the “**Security Agreements**”), each Chargor has created Security over its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as each has or may have been amended or supplemented).
- (B) The Facility Agreement has been amended by an amendment and restatement deed (the “**Amendment and Restatement Deed**”) dated on or about the date of this Deed between, among others, the Chargors and the Security Agent.
- (C) The Chargors and the Security Agent are of the view that the Security created by each Chargor under the Security Agreements extends to the Secured Liabilities notwithstanding the entry into the Amendment and Restatement Deed but enter into this Deed in the event that, and to address the situation where, it does not.
- (D) The board of directors of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor and each board has passed a resolution to that effect.
- (E) This Deed is supplemental to the Security Agreements.
- (F) It is intended that this document shall take effect as and be a deed of each of the Chargors notwithstanding the fact that the Security Agent may only execute this document under hand.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Security Agreements shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed, and in addition in this Deed the following terms have the following meanings:

“**Party**”: a party to this Deed.

Construction

- 1.2 The provisions of Clause 2 of each Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the relevant Security Agreement will be construed as references to this Deed.
- 1.3 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise,

if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.

Third Party Rights

- 1.4 Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Agreement.
- 1.5 Notwithstanding any term of any Finance Document the consent of any person who is not a Party is not required to rescind or vary (including any release or compromise of any liability) this Agreement at any time.
- 1.6 Any Receiver, Delegate or any person described in Clause 31.10 (*Exclusion of liability*) of the Facility Agreement may, subject to these Clause 1.4 to 1.6 and the Third Parties Act, rely on any Clause of this Agreement which expressly confers rights on it.

Finance Document

- 1.7 This Deed is hereby designated as a Finance Document.

2. COVENANT TO PAY

- 2.1 Each Chargor undertakes to pay all the Secured Obligations when due in accordance with their respective terms in the Finance Documents.

3. FIXED SECURITY

Charges

- 3.1 The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:
 - 3.1.1 by way of first legal mortgage the Property (if any) specified in Schedule 3 (*Property*); and
 - 3.1.2 by way of first fixed charge:
 - (a) all other Property and all interests in Property (not charged by paragraph 3.1.1 above); and
 - (b) all licences to enter upon or use land and the benefit of all other agreements relating to land.

4. RANKING

- 4.1 The security created pursuant to this Deed is created in the event that, and to address the situation where, the security created by the Security Agreements does not secure all of the Secured Liabilities, and is created in addition to and does not affect the security created by any Security Agreement.
- 4.2 Where this Deed purports to create Security, that Security will rank immediately after the equivalent Security created by the Security Agreements until the Security created by the relevant Security Agreement is no longer in effect.

5. INCORPORATION

The provisions of Clause 5 (*Further Assurance*) to 20 (*Governing Law and Jurisdiction*) (inclusive) (other than Clauses 6 (*Negative Pledge*), 7.1 (*The Land Registry*) and 21 (*Governing Law*)) of the Security Agreements are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

6. UNDERTAKINGS

General

- 6.1 The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Negative Pledge

- 6.2 The Chargor shall not create or extend or permit to arise or subsist any Security over the whole or any part of the Secured Assets other than as permitted under the Facility Agreement. Without prejudice to Clause 7.2, any Security created in the future by any Chargor (otherwise than in favour of the Security Agent) shall be expressed to be subject to this Deed and the Security created under this Deed and any asset the subject of such Security shall be expressed to be Secured Assets.

7. REGISTRATION AT HM LAND REGISTRY

- 7.1 Each Chargor consents to a restriction in the following terms being entered on the Register of Title relating to any Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate or the proprietor of a registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2022 in favour of National Westminster Bank plc referred to in the charges register or by its conveyancer."

- 7.2 The Security Agent agrees that it will promptly on request give its consent in writing to any disposition comprising the grant of, or other dealing with, any Occupational Lease in accordance with the provisions of Clause 24.5 (*Occupational Leases*) of the Facility Agreement.
- 7.3 Each Chargor shall promptly make or procure all applications to and filings with the Land Registry which are necessary under the Land Registration Rules 2003 to protect the Security created by or pursuant to this Deed.
- 7.4 Each Chargor authorises the Security Agent and/or any solicitors or other agent acting on behalf of the Security Agent to complete, execute and deliver on its behalf (but at its own cost) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in these Clauses 7.1 to 7.3 (*Registration at HM Land Registry*).

8. MISCELLANEOUS

Each Security Agreement remains in full force and effect.

9. GOVERNING LAW

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

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1
THE CHARGORS

Name of Obligor	Jurisdiction of Incorporation	Registered Office
Care UK Cambridge Limited	England (11872171)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Cardiff Limited	England (12204989)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Haywards Heath Limited	England (11872225)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Sarisbury Green Limited	England (11914556)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Shrewsbury Limited	England (12086524)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB

SCHEDULE 2
SECURITY AGREEMENTS

	SECURITY AGREEMENT	DATE	CHARGOR/S
1.	Legal Charge	22 May 2020	Care UK Cambridge Limited
2.	Legal Charge	31 March 2022	Care UK Cardiff Limited
3.	Legal Charge	8 April 2022	Care UK Cardiff Limited
4.	Legal Charge	12 December 2019	Care UK Haywards Heath Limited
5.	Legal Charge	3 July 2020	Care UK Sarisbury Green Limited
6.	Legal Charge	23 April 2021	Care UK Shrewsbury Limited

SCHEDULE 3
PROPERTY

	PROPERTY	TITLE NUMBER	CHARGOR/S
1.	Hinton Grange Nursing Home, Bullen Close, Cambridge, CB1 8YU	CB154770	Care UK Cambridge Limited
2.	A strip of land lying south of Cherry Hinton Road, Cambridge	CB183488	Care UK Cambridge Limited
3.	Land known as land at Ty Draw Road, Lisvane, Cardiff, CF14 0AW	CYM820042 (pending)	Care UK Cardiff Limited
4.	Beech Hurst Nursing Home, Butlers Green Road, Haywards Heath, RH16 4DA	WSX210304	Care UK Haywards Heath Limited
5.	Ancasta Grove Care Home, 123 Barnes Lane, Sarisbury Green, Southampton, SO31 7BH	HP507673	Care UK Sarisbury Green Limited
6.	Care UK, Oxbow Manor, Oteley Road, Shrewsbury, SY2 6QH	SL266308	Care UK Shrewsbury Limited

EXECUTION PAGE**THE CHARGORS**

Executed as a deed by)
CARE UK CAMBRIDGE LIMITED)

on being signed by:)

Jonathan Calow)
)

and Richard Pearman)
)

DocuSigned by:

 16F8B16BC9DA151...

Director

DocuSigned by:

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Director

Executed as a deed by)
CARE UK CARDIFF LIMITED)

on being signed by:)

Jonathan Calow)
)

and Richard Pearman)
)

DocuSigned by:

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Director

DocuSigned by:

 0DBDFC8A7C74F8...

Director

Executed as a deed by)
CARE UK HAYWARDS HEATH)
LIMITED)

on being signed by:)

Jonathan Calow)
)

and Richard Pearman)
)

DocuSigned by:

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Director

DocuSigned by:

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Director

Executed as a deed by)
CARE UK SARISBURY GREEN LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

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Director

DocuSigned by:
.....
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Director

Executed as a deed by)
CARE UK SHREWSBURY LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

DocuSigned by:
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Director

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Director

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By:

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Shivankit Hora
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