



Registration of a Charge

Company Name: **CARE UK PROPERTY HOLDINGS LIMITED**

Company Number: **11878670**



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

XBBKCK5S

Details of Charge

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

Charge code: **1187 8670 0003**

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

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11878670

Charge code: 1187 8670 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th August 2022 and created by CARE UK PROPERTY HOLDINGS 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

as Chargors

and

NATIONAL WESTMINSTER BANK PLC

as Security Agent

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
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London EC4N 6AF
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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

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 Each Chargor charges and agrees to charge all the present and future right, title and interest of such Chargor in and to the following assets which are at any time owned by such Chargor, or in which such Chargor 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*);
 - 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;
 - 3.1.3 by way of first fixed charge all Chattels (not charged under paragraph 3.1.1 or paragraph 3.1.2) and the benefit of all contracts, licences and warranties relating to the same;
 - 3.1.4 by way of first fixed charge all Shares together with (1) all Dividends (2) all Related Rights from time to time accruing to those Shares and (3) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Shares;
 - 3.1.5 by way of first fixed charge:
 - (a) the Accounts and all monies at any time standing to the credit of such accounts; and

- (b) all monies standing to the credit of such Chargor from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by paragraph (a) above,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

- 3.1.6 to the extent that any of the Assigned Assets are not effectively assigned under Clause 3.2 (*Security assignments*), by way of first fixed charge those Assigned Assets;
- 3.1.7 by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Chargor or the use of any of its assets.
- 3.1.8 by way of first fixed charge all of the goodwill and uncalled capital of such Chargor;
- 3.1.9 by way of first fixed charge all rights to recover any value added tax in any supplies made to it relating to any Secured Asset and any sums so recovered; and
- 3.1.10 by way of first fixed charge the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Secured Asset and the right to recover and receive compensation payable in relation to any Authorisation.

Security Assignments

- 3.2 Each Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:
 - (a) the Contracts, all rights and remedies in connection with the Contracts and all proceeds and claims arising therefrom;
 - (b) each Insurance Policy, all claims under each Insurance Policy and all proceeds of each Insurance Policy;
 - (c) each Hedging Arrangement, all rights and remedies in connection with each Hedging Arrangement and all proceeds and claims arising therefrom; and
 - (d) all other Monetary Claims (not otherwise assigned under paragraphs (a), (b) or (c) above.

To the extent that any Assigned Asset described in this Clause 3.2 (*Security assignments*) is not assignable, the assignment which that Clause purports to effect shall operate as an assignment of all present and future rights and claims of the relevant Chargor to any proceeds of such Assigned Asset.

4. FLOATING CHARGE

Floating Charge

- 4.1 Each Chargor charges and agrees to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) which are not effectively charged by way of first legal mortgage or first fixed charge or assigned pursuant to the provisions of Clause 3.1 (*Fixed charges*), Clause 3.2 (*Security assignments*) or any other provision of this Deed.

Qualifying Floating Charge

- 4.2 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 4.1 (*Floating Charge*).

Conversion by Notice

- 4.3 Subject to Clause 4.6 (*Moratorium*), the Security Agent may by notice in writing at any time to any Chargor convert the floating charge created by that Chargor pursuant to Clause 4.1 (*Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:

- 4.3.1 an Event of Default has occurred which is continuing; or
- 4.3.2 the Security Agent (acting reasonably) considers any Secured Assets specified in the notice to be in danger of being seized or sold or subject to any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy other than in a manner that is permitted by the terms of the Facility Agreement.

Automatic Conversion

- 4.4 Subject to Clause 4.6 (*Moratorium*), notwithstanding Clause 4.3 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by Clause 4.1 (*Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:

- 4.4.1 any Chargor creates (or attempts or purports to create) any Security on or over the relevant Secured Asset without the prior consent in writing of the Security Agent; or
- 4.4.2 any third party levies or attempts to levy any set off, distress, execution, attachment or other legal process against any such Secured Asset; or
- 4.4.3 an administrator is appointed in relation to any Chargor or the Security Agent receives notice of any person's intention to appoint an administrator; or
- 4.4.4 an application is presented to the court for the making of an administration order in relation to a Chargor,

in each case other than as permitted by and effected in accordance with the terms of the Facility Agreement.

Partial conversion

- 4.5 The giving of a notice by the Security Agent pursuant to Clause 4.3 (*Conversion by notice*) in relation to any class of assets of a Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the other Secured Parties.

Moratorium

- 4.6 Unless Article A52(4) of the Insolvency Act 1986 allows, the floating charge created by this Deed may not be converted into a fixed charge solely by reason of:

- 4.6.1 the obtaining of a moratorium; or

4.6.2 anything done with a view to obtaining a moratorium (including any preliminary decision or investigation),

under Part A1 of the Insolvency Act 1986.

5. RANKING

5.1 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 Agreements.

5.2 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.

6. INCORPORATION

The provisions of Clause 6 (*Further Assurance*) to 27 (*Governing Law and Jurisdiction*) (inclusive) (other than Clauses 7 (*Negative Pledge*), 8.2 (*The Land Registry*) and 27.1 (*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.

7. UNDERTAKINGS

General

7.1 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

7.2 No Chargor shall 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.

7.3 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.

8. REGISTRATION AT HM LAND REGISTRY

8.1 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."

8.2 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 25.5 (*Occupational Leases*) of the Facility Agreement.

8.3 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,

- 8.4 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 such Chargor's behalf (but at the cost of that Chargor) 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 8.1 to 8.4 (*Registration at HM Land Registry*).

9. MISCELLANEOUS

Each Security Agreement remain in full force and effect.

10. 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 Property Holdings Limited	England (11878670)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Developments Limited	England (11881096)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
Care UK Property Limited	England (11881097)	Connaught House 850 The Crescent, Colchester Business Park, Colchester, Essex, CO4 9QB
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.	Debenture	30 August 2019	Care UK Property Limited
			Care UK Property Holdings Limited
2.	Debenture	22 May 2020	Care UK Cambridge Limited
3.	Debenture	31 March 2022	Care UK Cardiff Limited
4.	Debenture	12 December 2019	Care UK Haywards Heath Limited
5.	Debenture	3 July 2020	Care UK Sarisbury Green Limited
6.	Debenture	23 April 2021	Care UK Shrewsbury Limited
7.	Debenture	30 August 2019	Care UK Developments 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 PROPERTY HOLDINGS)
LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

DocuSigned by:
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Director

DocuSigned by:
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0DBDFC8A7C74F8...

Director

Executed as a deed by)
CARE UK PROPERTY LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

DocuSigned by:
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16F5B49BC3DA451...

Director

DocuSigned by:
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0DBDFC8A7C74F8...

Director

Executed as a deed by)
CARE UK DEVELOPMENTS LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

DocuSigned by:
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16F5B49BC3DA451...

Director

DocuSigned by:
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Director

Executed as a deed by)
CARE UK CAMBRIDGE LIMITED)

on being signed by:)

Jonathan Calow)
.....)

and Richard Pearman)
.....)

DocuSigned by:
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16F5B49BC3DA451...

Director

DocuSigned by:
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Director

Executed as a deed by)
CARE UK CARDIFF LIMITED)

on being signed by:)

Jonathan Calow)
.....)

Richard Pearman)
and)

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Director

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Director

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

on being signed by:)

Jonathan Calow)
.....)

Richard Pearman)
and)

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Director

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Director

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

on being signed by:)

Jonathan Calow)
.....)

Richard Pearman)
and)

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Director

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Director

Executed as a deed by)
CARE UK SHREWSBURY LIMITED)

on being signed by:)

Jonathan Calow)
.....)

Richard Pearman)
and)

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Director

DocuSigned by:
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Director

THE SECURITY AGENT

NATIONAL WESTMINSTER BANK PLC

By:

DocuSigned by:
[Redacted Signature]
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shivankit Hora

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