



Registration of a Charge

Company Name: **TOWERVIEW HEALTHCARE DEVELOPMENTS LIMITED**

Company Number: **12207829**



Received for filing in Electronic Format on the: **14/03/2022**

XAZSF1PU

Details of Charge

Date of creation: **07/03/2022**

Charge code: **1220 7829 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating 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: **MARCO ZACCHINO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12207829

Charge code: 1220 7829 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2022 and created by TOWERVIEW HEALTHCARE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2022 .

Given at Companies House, Cardiff on 16th March 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**

Deed of Accession

This Deed is dated 7 March 2022

Between:

- (1) **The companies listed in Schedule 1** (each an “**Additional Chargor**” and together the “**Additional Chargors**”);
- (2) **TV Midco 2 Limited** for itself and as agent for each of the other Chargors under and as defined in the Debenture referred to below (the “**Parent**”); and
- (3) **GLAS Trust Corporation Limited** as security agent and trustee for the Secured Parties under and as defined in the Intercreditor Agreement referred to below (the “**Security Agent**”).

Background:

- (A) Each Additional Chargor is a wholly-owned Subsidiary (as defined in the senior facilities agreement originally dated 26 November 2021 and as amended and restated pursuant to an amendment and restatement deed dated 8 December 2021 (the “**Senior Facilities Agreement**”)) of the Parent.
- (B) The Parent has entered into a debenture dated 3 December 2021 (the “**Debenture**”) between the Parent, the Chargors under and as defined in the Debenture and the Security Agent.
- (C) Each Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture. Each Additional Chargor will also, by execution of a separate instrument, become a party to the intercreditor agreement originally dated 26 November 2021 and as amended and restated pursuant to an amendment and restatement deed dated 8 December 2021 (the “**Intercreditor Agreement**”) as a Debtor and an Intra-Group Lender (as each such term is defined therein).
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

It is agreed as follows:

1. Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document as defined in the Senior Facilities Agreement .

2. Accession

With effect from the date of this Deed each Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

3. Security

Paragraphs (a) to (i) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
 - (i) is created in favour of the Security Agent (for the benefit of itself and the other Secured Parties);
 - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If any Additional Chargor assigns an agreement under this Deed (or charges it by way of a first fixed charge) and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
 - (i) the Additional Chargor must notify the Security Agent immediately;
 - (ii) the assignment or charge will not take effect until that consent is obtained;
 - (iii) unless the Security Agent otherwise requires, the Additional Chargor must, and each other Additional Chargor must ensure that the Additional Chargor will, use all reasonable endeavours to obtain the consent as soon as practicable; and
 - (iv) the Additional Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.
- (c) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 to this Deed does not affect the validity or enforceability of the Security created by this Deed.
- (e) Each Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (f) below.
- (f) Each Additional Chargor:
 - (i) charges by way of a first fixed charge all:
 - (A) estates or interests in any freehold property owned by it and specified in Part 1 of Schedule 2 to this Deed;
 - (B) shares owned by it and specified in Part 2 of Schedule 2 to this Deed;
 - (ii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 3 of Schedule 2 to this Deed; and
 - (iii) charges by way of first fixed charge all its present and future right, title and interest in and to the Accounts specified in Part 4 of Schedule 2 to this Deed.

4. **Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed);
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to Schedule 2 to this Deed (or relevant part of it); and
- (c) the Parent, for itself and as agent for each of the other Chargors under the Debenture, agrees to all matters provided for in this Deed.
- (d) Clause 6 (*Further Assurances*) of the Debenture will be deemed to be set out in full in this deed, but as if references to the Debenture were references to this deed.

5. **Law**

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

This Deed has been entered into on the date stated at the beginning of this Deed and executed as a deed by the Parent and is intended to be and is delivered by it as a deed on the date specified above.

Schedule 1

Additional Chargors

CARE CYMRU SERVICES LIMITED

State of Incorporation: Wales

Registered Number: 04559246

Registered Office: Unit 5b Ground Floor Longcross Court, Newport Road, Cardiff, CF24 0AD

SEVACARE (UK) LIMITED

State of Incorporation: England

Registered Number: 03615347

Registered Office: Unit 9 Pendeford Place, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HD

MAYFAIR HOMECARE LIMITED

State of Incorporation: England

Registered Number: 03633635

Registered Office: Unit 9 Pendeford Place Pendeford Business Park, Wobaston Road, Wolverhampton, England, WV9 5HD

MERIDIAN HEALTH & SOCIAL CARE LIMITED

State of Incorporation: England

Registered Number: 06321196

Registered Office: Unit 9-10 Pendeford Place Pendeford Business Park, Wolverhampton, West Midlands, WV9 5HD

CDA CARE LIMITED

State of Incorporation: Wales

Registered Number: 11379985

Registered Office: Poplar House, Tawe Business Village, Swansea, United Kingdom, SA7 9LA

TOWERVIEW CARE LTD

State of Incorporation: England

Registered Number: 13445459

Registered Office: 17 Ashby Road, Burton-On-Trent, England, DE15 0LB

VERONICA HOUSE LIMITED

State of Incorporation: England

Registered Number: 08053263

Registered Office: 17-19 Ashby Road, Burton-On-Trent, England, DE15 0LB

INLET LTD

State of Incorporation: England

Registered Number: 12218909

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

DALE TOPCO LIMITED

State of Incorporation: England

Registered Number: 10686030

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

ST. AUGUSTINE LTD

State of Incorporation: England

Registered Number: 12713985

Registered Office: 18 Ashby Road, Burton-On-Trent, England, DE15 0LB

RESERVOIR LTD

State of Incorporation: England

Registered Number: 11999893

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

TRIBUTARY LTD

State of Incorporation: England

Registered Number: 11999720

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

DECIDUOUS LTD

State of Incorporation: England

Registered Number: 12003418

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

RAVINE LTD

State of Incorporation: England

Registered Number: 13151066

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, Staffordshire, United Kingdom, DE15 0LB

MAMELON LTD

State of Incorporation: England

Registered Number: 13584691

Registered Office: C/O Bridge, Burton & Trent Court, 17 Ashby Road, Burton On Trent, Staffordshire, United Kingdom, DE15 0LB

TOWERVIEW HEALTHCARE DEVELOPMENTS LIMITED

State of Incorporation: England

Registered Number: 12207829

Registered Office: C/O Bridge, Burton & Trent Court, Ashby Road, Burton-On-Trent, England, DE15 0LB

Schedule 2

Part 1 Real Property

Chargor	Freehold/Leasehold	Description
St Augustine Ltd	Freehold	Properties with title numbers MAN160349 and GM667381, at Barke St, Littleborough, OL15 8QN, United Kingdom from which the Smithy Bridge Court care home trades.
Dale Topco Ltd	Freehold	Properties with title numbers SF276273, SF496904, and SF627624 at 17-19 Ashby Rd, Burton-on-Trent, DE15 0LB, United Kingdom from which the Bridge Court (currently closed), Burton Court, and Trent Court care homes trade.
Tributary Ltd	Freehold	Property with title number WYK777211 at 182 Burnley Rd, Todmorden, OL14 5LS, United Kingdom from which the Asquith Hall care home trades.
Deciduous Ltd	Freehold	Property with title number WYK 365928 at 182 Burnley Rd, Todmorden, OL14 5LB, United Kingdom from which the Pennine Lodge Care Home trades.
Ravine Ltd	Freehold	Property with title number NT344552 at Woodborough Rd, Mapperley, Nottingham, NG3 5FS, United Kingdom from which the Belle Vue Lodge Care Home trades.
Inlet Ltd	Freehold	Property with title number SYK357225 at 455 Petre St, Sheffield, S4 8NB, United Kingdom from which the Loxley Court Care Home trades.

Part 2
Shares

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
TV Bidco Ltd	Towerview Care Limited	N/A	Ordinary	14,083,225
Towerview Care Limited	Dale Topco Limited	N/A	Ordinary	1,681,501
Towerview Care Limited	Towerview Healthcare Developments Limited	N/A	Ordinary	1
Towerview Care Limited	Inlet Limited	N/A	Ordinary	1,908,286
Towerview Care Limited	Reservoir Limited	N/A	Ordinary	5,062,671
Towerview Care Limited	St Augustine Limited	N/A	Ordinary	2,856,070
Towerview Care Limited	Ravine Limited	N/A	Ordinary	1,250,393
Towerview Care Limited	Veronica House Limited	N/A	Ordinary	1
Towerview Care Limited	Mamelon Limited	N/A	Ordinary	1
Reservoir Limited	Tributary Limited	N/A	Ordinary	4,540,039
Reservoir Limited	Deciduous Limited	N/A	Ordinary	522,633
Grosvenor Health and Social Care Ltd	Balmoral Homecare Ltd	N/A	Ordinary	100
Grosvenor Health and Social Care Ltd	Rainbow Services (UK) Ltd	N/A	Ordinary	200,563
Grosvenor Health and Social Care Ltd	Sevacare (UK) Ltd	N/A	Ordinary	70
Grosvenor Health and Social Care Ltd	Care Cymru Services Ltd	N/A	Ordinary	750,872

Chargor	Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
Grosvenor Health and Social Care Ltd	CDA Care Ltd	N/A	Ordinary	3
Sevacare (UK) Ltd	Mayfair Homecare Ltd	N/A	Ordinary	2
Sevacare (UK) Ltd	Meridian Health & Social Care Ltd	N/A	Ordinary	100
Balmoral Homecare Ltd	Active Care (Ayrshire) Ltd	N/A	Ordinary	100
Balmoral Homecare Ltd	ACasa Care Ltd	N/A	Ordinary	100

Part 3 Assigned Agreements

None at the date of this deed.

Part 4
Accounts

	Chargor	Account Bank	Account Number
1	Dale Topco Limited	Virgin Money	██████████
2	Dale Topco Limited	Virgin Money	██████████
3	Ravine Limited	Virgin Money	██████████
4	Ravine Limited	Virgin Money	██████████
5	Inlet Limited	Virgin Money	██████████
6	Inlet Limited	Virgin Money	██████████
7	Deciduous Limited	Virgin Money	██████████
8	Deciduous Limited	Virgin Money	██████████
9	Tributary Limited	Virgin Money	██████████
10	Tributary Limited	Virgin Money	██████████
11	Towerview Healthcare Developments Limited	Virgin Money	██████████
12	Reservoir Limited	Virgin Money	██████████
13	St Augustine Limited	Virgin Money	██████████
14	St Augustine Limited	Virgin Money	██████████
15	Mamelon Limited	Virgin Money	██████████
16	Veronica House Ltd	Barclays	██████████
17	Sevacare (UK) Ltd	HSBC	██████████
18	Mayfair Homecare Ltd	HSBC	██████████
19	Meridian Health & Social Care Ltd	HSBC	██████████
20	Balmoral Homecare Ltd	HSBC	██████████
21	Rainbow Services (UK) Ltd	HSBC	██████████
22	Care Cymru Services Ltd	HSBC	██████████
23	Balmoral Homecare Ltd (re Active Care (Ayrshire) Ltd)	Clydesdale	██████████
24	Balmoral Homecare Ltd (re ACasa Care Ltd)	Natwest	██████████
25	CDA Care Ltd Current Account	Barclays	██████████
26	CDA Care Ltd Saving Account	Barclays	██████████
27	Meridian Health and Social Care	HSBC	██████████

	Chargor	Account Bank	Account Number
	Ltd (account not used)		
28	Sevacare UK Ltd (account not used)	HSBC	

Signatories

The Additional Chargors

Executed as a Deed by
CARE CYMRU SERVICES LIMITED
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
SEVACARE (UK) LIMITED
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
MAYFAIR HOMECARE LIMITED
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
MERIDIAN HEALTH & SOCIAL CARE
LIMITED
acting by
and



DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...

.....
Director



DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...

.....
Director/Secretary

Executed as a Deed by
CDA CARE LIMITED
acting by
and



DocuSigned by:
[Redacted Signature]
B4ED9B66DB7343B...

.....
Director



DocuSigned by:
[Redacted Signature]
4309D5F967614EA...

.....
Director/Secretary

Executed as a Deed by
TOWERVIEW CARE LTD
acting by
and



DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...

.....
Director



DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...

.....
Director/Secretary

Executed as a Deed by
VERONICA HOUSE LIMITED
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
INLET LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
DALE TOPCO LIMITED
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
ST. AUGUSTINE LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
RESERVOIR LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
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Director/Secretary

Executed as a Deed by
TRIBUTARY LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
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Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
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Director/Secretary

Executed as a Deed by
DECIDUOUS LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
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Director/Secretary

Executed as a Deed by
RAVINE LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
MAMELON LTD
acting by
and

} DocuSigned by:
[Redacted Signature]
952FCEEFC74645A...
.....
Director

} DocuSigned by:
[Redacted Signature]
0FF8F481DC5B4BB...
.....
Director/Secretary

Executed as a Deed by
TOWERVIEW HEALTHCARE
DEVELOPMENTS LIMITED
acting by
and

}

DocuSigned by:
[Redacted Signature]

052FCEEFC74645A...

.....
Director

}

DocuSigned by:
[Redacted Signature]

0FF8F481DC5B4BB...


...


.....
Director/Secretary

The Parent

Executed as a Deed by
TV Midco 2 Limited (for itself and as agent
for each of the Chargors
party to the Debenture
referred to in this Deed)
acting by

and

} 
.....
Director

} 
.....
Director/Secretary

The Security Agent
GLAS Trust Corporation Limited

} 

By: Steve Wright