



Registration of a Charge

Company Name: **WENVOE OPCO LIMITED**

Company Number: **13135170**



XADILRG2

Received for filing in Electronic Format on the: **21/09/2021**

Details of Charge

Date of creation: **15/09/2021**

Charge code: **1313 5170 0001**

Persons entitled: **CARTMEL CARE MIDCO LIMITED**

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: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13135170

Charge code: 1313 5170 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2021 and created by WENVOE OPCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st September 2021 .

Given at Companies House, Cardiff on 23rd September 2021

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: 15 September 2021

- (1) Wenvoe Opco Limited
- (2) Cartmel Care Midco Limited

Debenture



Blake Morgan LLP
New Kings Court
Tollgate
Chandler's Ford
Eastleigh SO53 3LG
www.blakemorgan.co.uk
Ref: 00612884/000001

Confidential

CONTENTS

1	Definitions and Interpretation	1
2	Charge	2
3	Restrictions	2
4	Undertakings of the borrower.....	3
5	Notice of Crystallisation.....	3
6	Power to remedy	4
7	Powers of the Lender.....	4
8	Enforcement.....	4
9	Receivers	4
10	Power of Attorney.....	5
11	Preservation of other Security and Rights and Further Assurance.....	5
12	Accounts	5
13	Indemnity.....	5
14	Notices	6
15	Governing Law.....	6

THIS DEBENTURE is made as a DEED on the 15th day of September 2021

BETWEEN:

- (1) **WENVOE OPCO LIMITED** incorporated and registered in England and Wales with company number 13135170 whose registered office is at New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG (the "**Borrower**"); and
- (2) **CARTMEL CARE MIDCO LIMITED** incorporated and registered in England and Wales with company number 13085069 whose registered office is at New Kings Court, Tollgate, Chandler's Ford, Eastleigh, Hampshire, SO53 3LG (the "**Lender**").

Recitals

This Deed Witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Charged Assets means all the property, assets and rights charged under this Deed;

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of business as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing;

Fixed Charged Assets means all the property, assets and rights referred to under Clause 2.1.1;

Finance Documents means this Deed, the Intra-Group Loan Agreement and any other document designated as such by the Borrower and the Lender, and "Finance Document" means any of them.

Floating Charged Assets means all the property, assets and rights charged under Clause 2.1.2;

Intra-Group Loan Agreement means the loan agreements dated on or around the date of this Debenture made between (1) the Borrower and (2) the Lender and Intra-Group Loan Agreement means either of them.

Land means any freehold or leasehold property now and in the future vested in or charged to the Borrower;

LPA means the Law of Property Act 1925 (as amended);

Receiver means a receiver and/or administrator and/or manager (and, if permitted by law, an administrative receiver) of any or all of the Charged Assets appointed under this Deed;

Relevant Agreement means any agreement or instrument from time to time constituting or evidencing the Secured Liabilities as amended or supplemented from time to time;

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Borrower under the Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety, and whether or not the Lender shall have been an original party to the relevant transaction, including, without limitation interest and all other charges or expenses which the

Lender may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under this Deed; and

Security means the security constituted by this Deed.

1.2 In this Deed, unless the context otherwise requires:

- 1.2.1 Expressions defined in the Intra-Group Loan Agreement and not otherwise defined in this Deed shall have the meanings given therein;
- 1.2.2 the expressions "Borrower" and " the Lender " where the context admits include their respective successors in title and assigns;
- 1.2.3 references to the Land or the Charged Assets include any part of it or them;
- 1.2.4 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed; and
- 1.2.5 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

2 CHARGE

2.1 The Borrower covenants to discharge on demand the Secured Liabilities and as a continuing security for such discharge and with full title guarantee charges to the Lender:

2.1.1 by way of fixed charge:

- (a) all estates or interests in the Land and all rents, income, debts, claims or other rights to which the Borrower is entitled under any lease, licence or agreement relating to the Land ;
- (b) all fixtures and fittings from time to time attached to the Land;
- (c) all the goodwill and uncalled capital of the Borrower present and future;
- (d) all stocks shares and other securities of the Borrower present and future (including in any subsidiary) and all income and rights derived from or attaching to the same;
- (e) all patents, trade marks, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, design rights, trade secrets and confidential information, in each case whether or not registered and all applications for registration of any of them, and all renewals or extensions thereof and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights;
- (f) all book debts and other debts of the Borrower present and future and the proceeds of payment or realisation of each of them; and

2.1.2 by way of floating charge all the undertaking and all property assets and rights of the Borrower present and future not subject to a fixed charge under this Deed.

2.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

3 RESTRICTIONS

3.1 The Borrower will not without the previous consent of the Lender:

- 3.1.1 dispose of the Fixed Charged Assets;
- 3.1.2 sell, transfer, surrender, dispose of, give or share or otherwise part with possession of, grant or agree to grant any lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Fixed Charged Assets; or
- 3.1.3 deal with the Borrower's book debts and other debts otherwise than by collecting them in the ordinary course of the Borrower's business and in particular the Borrower will not realise its book debts and other debts by means of block discounting factoring or the like; or
- 3.1.4 dispose of the Floating Charged Assets other than in the ordinary course of business; or
- 3.1.5 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets.

4 UNDERTAKINGS OF THE BORROWER

- 4.1 The Borrower will keep comprehensively insured to the Lender's reasonable satisfaction all of the Charged Assets which are of an insurable nature for their full reinstatement cost and in default the Lender may enter and effect such insurance (without becoming liable to account as mortgagee in possession). Such insurance shall be effected in such office and generally in such manner as the Lender shall approve and the Company shall cause the interest of the Lender to be noted on the policies and shall duly pay the premiums and other sums of money payable in respect of any such insurance and immediately after every such payment produce to the Lender the receipt for them;
- 4.2 The Borrower shall not do or permit or suffer to be done or omitted to be done anything that might render any of its insurances void, voidable or unenforceable.
- 4.3 The Borrower will comply the terms of all applicable laws directives and regulations affecting the use, enjoyment or occupation of the Charged Assets or any of them, shall notify the Lender in writing of any non-performance or non-observance or any alleged non-performance or non-observance.
- 4.4 The Borrower will keep the Land together with all fixed plant, machinery, fixtures and fittings and the buildings and structures thereon (whether fully built or in course of construction) in good condition and permit the Lender to enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession).
- 4.5 on request the Borrower shall produce to or provide for the Lender such documents or information relating to the Land or its development as the Lender may require;
- 4.6 where the Land is leasehold or subject to any lease agreement for lease or tenancy, the Borrower shall:
 - 4.6.1 perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee; and
 - 4.6.2 enforce the due observance and performance of all obligations of all other parties to the lease.

5 NOTICE OF CRYSTALLISATION

- 5.1 The Lender may at any time by written notice to the Borrower convert the floating charge created by Clause 2.1.2 into a fixed charge as regards any of the Charged Assets specified in such notice.

6 POWER TO REMEDY

- 6.1 If the Borrower fails to perform or observe any covenant agreement or condition in its part contained in this Deed or in any Relevant Agreement in it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's cost to remedy such failure.

7 POWERS OF THE LENDER

- 7.1 The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Borrower to grant a lease or leases of the whole or any part or parts of the Land on such terms as the Lender (in its absolute discretion) shall think fit.
- 7.2 Section 103 of the LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 of the LPA (as varied and extended under this Deed) as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and be exercisable at any time after the execution of this Deed.
- 7.3 The Lender may, at any time after the Security has become enforceable, under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts defaults and remuneration.
- 7.4 All or any of the powers conferred on a Receiver by Clause 9 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
- 7.5 The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender.
- 7.6 Section 93(1) of the LPA shall not apply to this Deed.

8 ENFORCEMENT

- 8.1 The Security shall become enforceable and, to the extent not already due and payable, the Secured Liabilities shall become immediately due and payable at any time after the occurrence of an Event of Default.

9 RECEIVERS

- 9.1 Any Receiver appointed by the Lender shall be a Receiver and Manager and shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, Insolvency Act 1986 and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:
- 9.1.1 to take possession of and generally manage the Charged Assets and any business of the Borrower;
 - 9.1.2 to carry out on the Land any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
 - 9.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land; and
 - 9.1.4 to sell, lease surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land.

10 POWER OF ATTORNEY

- 10.1 The Borrower, by way of security for the payment of the Secured Liabilities and the performance by the Borrower of its obligations under this Deed, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers.

11 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 11.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 11.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever
- 11.3 The Borrower will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.
- 11.4 All costs charges and expenses incurred hereunder by the Lender shall be borne by the Borrower
- 11.5 No delay or omission on the part of the Lender in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.

12 ACCOUNTS

- 12.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the Borrower in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Borrower on any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- 12.2 If the Lender does not open a new account or accounts immediately on receipt of notice under Clause 12.1, unless the Lender gives express written notice to the contrary to the Borrower, as from the time of receipt of the relevant notice by the Lender all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities.

13 INDEMNITY

- 13.1 Each of the Lender and every Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed are entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by it or him in the execution or purported execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Lender and any such Receiver may retain and pay all sums in respect of them out of any monies received under the powers conferred by this Deed.

14 NOTICES

- 14.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Borrower or may be sent by post or fax or delivered to the Borrower at the Borrower's address last known to the Lender.
- 14.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.
- 14.3 A notice or demand by the Lender by fax shall be deemed served at the time of sending.

15 GOVERNING LAW

- 15.1 English law governs this Deed.
- 15.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed.

IN WITNESS whereof this Deed has been duly executed the day and year first before written.

EXECUTED as a DEED by **Wenvoe Opco Limited** acting by a director in the presence of a witness:



Signature of witness

Name MATHEW WILSON



}



Director

EXECUTED as a DEED by **Cartmel Care Midco Limited** acting by a director in the presence of a witness:



Signature of witness

Name MATHEW WILSON



}



Director