



Registration of a Charge

Company Name: **SWANTON CARE & COMMUNITY (SOUTHFIELD HOUSE CARE SERVICES) LIMITED**

Company Number: **SC232927**



Received for filing in Electronic Format on the: **25/03/2022**

XB0JJN12

Details of Charge

Date of creation: **17/03/2022**

Charge code: **SC23 2927 0022**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

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: **JONATHAN HEANEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 232927

Charge code: SC23 2927 0022

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th March 2022 and created by SWANTON CARE & COMMUNITY (SOUTHFIELD HOUSE CARE SERVICES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2022 .

Given at Companies House, Edinburgh on 25th 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

Certified true copy of original document, save for the information redacted pursuant to section 859G of the Companies Act 2006

James



EXECUTION VERSION

Supplemental Debenture

- (1) Swanton Care & Community Limited and certain of its subsidiaries as Chargors
- (2) National Westminster Bank Plc as Security Trustee

Dated 17 March 2022

Osborne Clarke LLP

One London Wall

London

EC2Y 5EB

This Supplemental Debenture is made on

17 March

2022

Between:

- (1) Each person listed in Schedule 1 (the "Chargors"); and
- (2) National Westminster Bank Plc as agent and trustee for the Secured Parties (the "Security Trustee").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Original Facilities Agreement and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) The Chargors have agreed to amend the Original Facilities Agreement to (amongst other things) increase the maximum amount of incremental facilities that may be made available pursuant to the Original Facilities Agreement.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Deed witnesses as follows:

1. Definitions and interpretation

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Amended Facilities Agreement" means the Original Facilities Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between amongst others (1) the Chargors and (2) the Security Trustee.

"Assigned Agreements" has the meaning given to such term in the Original Debenture (and for the avoidance of doubt, shall include any agreement in relation to which the rights thereunder have been previously assigned by a Chargor in favour of the Security Trustee as security for the Secured Obligations).

"Finance Documents" has the meaning given to such term in the Amended Facilities Agreement.

"Original Debenture" means the debenture between amongst others (1) the Chargors and (2) the Security Trustee dated 2 May 2019.

"Original Facilities Agreement" means the facilities agreement originally dated 2 May 2019 as amended on 27 September 2019, 24 February 2020 and 26 March 2021 and as amended and restated on 6 January 2022 and made between, amongst others, (1) Sunshine Care Bidco Limited as parent (the "Parent"), (2) Swanton Care & Community Limited as original borrower (the "Company"), (3) the Parent and certain of its subsidiaries as original guarantors, and (4) National Westminster Bank Plc as agent and security trustee.

"Secured Obligations" means in respect of any Chargor, all monies and liabilities now or after the date of this Deed due, owing or incurred by that Chargor to any Secured Party under the Senior Debt Documents (or any of them) in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party

under any Senior Debt Document, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction.

"**Senior Debt Documents**" has the meaning given to such term in the Original Debenture (and for the avoidance of doubt shall include the Amended Facilities Agreement).

1.1 **Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Original Debenture applies to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Debenture**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.
- (b) Any references to the Security Trustee or any Receiver shall include its Delegate.

1.2 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Senior Debt Documents and of any side letters between any parties in relation to any Senior Debt Document are incorporated into this Supplemental Debenture.

1.3 **Implied covenants for title**

The obligations of the Chargors under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

1.5 **Trusts**

- (a) The Security Trustee holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 18 of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, as security for the payment of the Secured Obligations, each Chargor:

- (a) charges by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) and all Premises contained on the Land;
- (b) charges by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land (other than any real or heritable Land located in Scotland);
- (c) mortgages or (if or to the extent that this Supplemental Debenture does not take effect as a mortgage) charges by way of fixed charge:

- (i) all Shares;
 - (ii) all Investments;
 - (iii) all Distribution Rights related to the Shares and the Investments (including those held for such Chargor by any nominee);
- (d) charges by way of fixed charge all Equipment in so far as it is not charged by legal mortgage under clause 2.1(a) or 2.1(b);
- (e) charges by way of fixed charge:
 - (i) its Controlled Debts;
 - (ii) all benefits, rights and security held in respect of, Controlled Debts;
 - (iii) all amounts standing to the credit of each Controlled Account held with the Security Trustee and all of its right, title and interest in and relating to each such Controlled Account;
 - (iv) all monies standing to the credit of each Account (including each Current Account listed at Schedule 4 of this Supplemental Debenture) held by the relevant Chargor with any bank, building society, financial institution or other person (other than any Controlled Account);
 - (v) all its Intellectual Property;
 - (vi) its goodwill;
 - (vii) its uncalled capital;
 - (viii) the benefit of all Authorisations it holds in relation to any Security Asset;
 - (ix) its right to receive all moneys payable under any Derivative Contract;
 - (x) all its rights under all deeds and agreements to which it is a party other than:
 - (A) the Assigned Agreements and Insurances which are effectively assigned by clauses 2.1(f)(ii) or 2.1(f)(iii); and
 - (B) the Derivative Contracts;
- (f) assigns absolutely:
 - (i) all amounts standing to the credit of each Controlled Account held with a person other than the Security Trustee and all of its rights, title and interest in and relating to each such Controlled Account;
 - (ii) all its rights and interests under the Assigned Agreements to which it is party; and
 - (iii) all its rights and interests in the Insurances; and
- (g) charges by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this clause 2 or charged under any Standard Security.

2.2 The floating charge created by sub-clause 2.1(g) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

- 2.3 Sub-clauses 5.1 and 5.3 of the Original Debenture apply to the floating charge created by sub-clause 2.1(g).
- 2.4 Subject to sub-clause 2.5 below, the obtaining of a moratorium under Part A1 of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of any asset by a Chargor or a ground for the appointment of a Receiver.
- 2.5 Sub-clause 2.4 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

3. **Appointment of Receivers**

The Security Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Part A1 of the Insolvency Act 1986 (including any preliminary decision or investigation), other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

4. **Incorporation**

The provisions of each of:

- (a) clause 2 (*Covenant to pay*);
- (b) clauses 3.6(b) and (c) (*Controlled Accounts held with Security Trustee*);
- (c) clause 3.8 (*Accounts*);
- (d) clause 3.14(b) (*Assigned Agreement*);
- (e) clause 3.15(b) (*Insurances*);
- (f) clause 3.18 (*Trust*) to clause 5.1 (*Conversion of Floating Charge*) (inclusive); and
- (g) clause 5.3 (*Automatic conversion*) to clause 11.1(a) (*Method of appointment and removal*) (inclusive); and
- (h) clause 11.1(c) (*Method of appointment and removal*) to clause 27 (*Counterparts*) (inclusive),

of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Debenture" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

5. **Continuation**

- 5.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 5.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
- 5.3 References in the Original Debenture to "this Deed" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

- 5.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document for the purposes of the Amended Facilities Agreement.

6. Governing law

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

7. Jurisdiction

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
- 7.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 7.3 This clause is for the benefit of the Security Trustee only. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

Schedule 1

Original Chargors

Name of Chargor	Company Number
Sunshine Care Bidco Limited	10849661
Swanton Care & Community Limited	05789785
Courtyard Care Limited	04945227
Swanton Care & Community (Glenpath Holdings) Limited	03328213
Swanton Care & Community (Andrew Frederick Care Homes) Limited	03576776
Swanton Care & Community (Maesteilo Care Homes) Limited	03943086
Swanton Care & Community (Autism North) Limited	04536431
Swanton Care & Community (Southfield House Care Services) Limited	SC232927
G.R.S. (Care) Limited	04660957
Values in Care Ltd	04702523
Values in Care (Holdings) Limited	07265880
Emerald Care Holdings Yorkshire Limited	07788810
Emerald Care Services Limited	05480555
L H Social Care Limited	04891297
Green Rose Care Limited	08729904

Schedule 2

Land charged by way of legal mortgage

Name of Chargor	Description and address	Title number
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Swanton House, Dereham Road, Swanton Novers, Melton Constable, Norfolk (NR24 2QT)	NK267926
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Butlers Cottage, Dereham Road, Swanton Novers, Melton Constable, Norfolk (NR24 2QT)	NK332838
Swanton Care & Community (Glenpath Holdings) Limited	All Saints Vicarage, Church Road, Hetton Le Hole, Houghton Le Spring, DH5 9AJ	TY322371
Swanton Care & Community (Glenpath Holdings) Limited	11 The Cedars, Sunderland (SR2 7TW)	TY20444
Swanton Care & Community (Maesteilo Care Homes) Limited	Maesteilo Care Home, Capel Isaac, Llandeilo SA19 7TG	WA973350
Swanton Care & Community (Maesteilo Care Homes) Limited	The Coach House, Maesteilo, Capel Isaac, Llandeilo SA19 7TG	WA645697
Swanton Care & Community (Maesteilo Care Homes) Limited	Land adjoining Glangarnant Nursing Home, Neuadd Road, Garnant, Ammanford SA18 1UF (SA18 1UF)	WA276116
Emerald Care Services Limited	21 Belvedere Drive, Darfield, Barnsley S73 9RL	SYK39214
Emerald Care Services Limited	7 Ferrara Close, Darfield, Barnsley S73 9RB	SYK565295
Emerald Care Services Limited	2 St Pauls Close, Dinnington, Sheffield, S25 3PL	SYK435277
Emerald Care Services Limited	The Old Station House and 25 Station Road, Dinnington, Sheffield, S25 3RW	SYK499914 SYK499893
Emerald Care Services Limited	9 Belvedere Drive, Darfield, Barnsley S73 9RL	SYK42353
Emerald Care Services Limited	9 Avon Close, Wombwell, Barnsley, S73 0RX	SYK9070

Values in Care Ltd	Bridgecroft Kennels and Tir Adam Uchaf and land adjoining Tir Adam Uchaf, Heol, Adam, Gelligaer, Hangoed, CF82 8FU	CYM659380 WA438470 WA438932
Values in Care Ltd	Green Gables, Penyfai Road, Aberkenfig, Bridgend (CF32 9AA)	WA450717
Values in Care Ltd	St Annes, Pen Y Fai Road, Aberkenfig, Bridgend (CF32 9AA)	WA272043
Values in Care Ltd	21 Towyn Way, Tonteg, Pontypridd (CF38 1NB)	WA356485
Values in Care Ltd	Prince Llewellyn Farm, Treharris (CF46 5PG)	WA444307
Values in Care Ltd	99 and 99a Brithweunydd Road, Trealaw (CF40 2UF)	WA462328
Values in Care Ltd	Maes-Y-Bryn, Cardiff Road, Edwardsville, Treharris (CF46 5NB)	CYM403627
Values in Care Ltd	Nant Y Gwiwer, Cardiff Road, Edwardsville, Treharris, CF46 5NB	WA982655
Values in Care Ltd	Bramble Hedge, Cwm Yr Allt, Hengoed CF82 8AW	WA618868
Values in Care Ltd	Saer Coed and annexe, Load of Hay Road, Crumlin, Newport, NP11 3AY	WA352790 and WA854620
Values in Care (Holdings) Limited	Pen-Y-Coed, Park Way, Pen Y Fan Industrial Estate, Croespenmaen, Crumlin, Newport NP11 3EF	WA533107
Values in Care (Holdings) Limited	Sunnyhill, Llangewydd, Bridgend and land adjoining Sunnyhill, Aberkenfig, Bridgend (CF32 0EU)	WA918970 and WA374913

Values in Care (Holdings) Limited	Tyn Y Wern, Ynysybwl, Pontypridd CF37 3LY and land adjoining Tyn Y Wern, Ynysybwl, Pontypridd CF37 3LY	WA890612 and CYM435568
Values in Care (Holdings) Limited	47 Heol Fawr, Nelson, Treharris CF46 6NP and land adjoining 47 Heol Fawr, Nelson, Treharris CF46 6NP	WA927972 and WA846065
Values in Care (Holdings) Limited	The Old Vicarage, Blackmill, Glynogwr, Bridgend CF35 6EL	WA326081
Values in Care (Holdings) Limited	78 Westwood Drive, Quakers Yard, Treharris, CF46 5BL	WA535686
Values in Care (Holdings) Limited	80 Westwood Drive, Quakers Yard, Treharris, CF46 5BL	CYM724435
Values in Care (Holdings) Limited	Graig Llwyd, Rhydyfelin, Pontypridd (CF37 5BX)	WA145718
Values in Care (Holdings) Limited	Maes Y Rhyddid, Hafod Lane, Pontypridd CF37 2PF and land adjoining Maes Y Rhyddid, Hafod Lane, Pontypridd CF37 2PF	WA885383 and CYM579001
Swanton Care & Community Limited	18 Irlam Road, Ipswich IP2 9QR	SK14853
Swanton Care & Community Limited	20 Eccles Road, Ipswich IP2 9RG	SK6271
Swanton Care & Community Limited	32 Mitford Close, Ipswich IP1 6SE	SK358861
Swanton Care & Community Limited	42 Austin Street, Ipswich IP2 8DF	SK36712
Swanton Care & Community Limited	54d Rosehill Road, Ipswich IP3 8ET	SK272566
Swanton Care & Community Limited	Flat 1, 78 Orford Street, Ipswich, IP1 3PE	SK97276
Swanton Care & Community Limited	27 Guy Cook Close, Great Cornard CO10 0JX	SK89204

Swanton Care & Community Limited	60 Ann Street, Ipswich IP1 3PD	SK78177
Swanton Care & Community Limited	Flat 2, 78 Orford Street, Ipswich and car parking space, IP1 3PE	SK94564
Swanton Care & Community Limited	86 Wymington Road, Rushden, NN10 9LA	NN150226
Swanton Care & Community Limited	234 Barton Road, Barton Seagrave, Kettering, NN15 6RZ	NN163272
Swanton Care & Community Limited	97b The Grove, Marton, Middlesbrough, TS7 8AN	CE207969
Swanton Care & Community Limited	4 Lynwood Avenue, Newcastle Upon Tyne, NE4 6XB	TY119120
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Heath Farm, Norwich Road, Little Plumstead, Norwich (NR13 5JG)	NK301600
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Land at Hilton Park Care Centre, Bottisham, Cambridge, CB5 9BD	CB315384
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Baylis Place, 61 Wawne Road, Sutton Kingston Upon Hull (HU7 4FE)	HS203214
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Darwin Place, Southfield Road, Much Wenlock (TF13 6AT)	SL78656
Swanton Care & Community (Andrew Frederick Care Homes) Limited	36 Wroxham Road, Norwich (NR7 8TY)	NK291705
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Land on the West Side of the Bungalow, Southfield Road, Much Wenlock	SL163711
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Land on the North Side of the Bungalow, Southfield Road, Much Wenlock	SL163713
Swanton Care & Community (Glenpath Holdings) Limited	Eastcliffe Rest Home, Side Cliff Road, Sunderland SR6 9PX	TY140328
Swanton Care & Community (Glenpath Holdings) Limited	Eastholme, Dene House Road, Seaham SR7 7BQ	DU15037

Swanton Care & Community (Glenpath Holdings) Limited	The Old Vicarage, Knaresborough Road, Murton, Seaham SR7 9RQ	DU173217
Swanton Care & Community (Glenpath Holdings) Limited	2 Park Avenue, Sunderland SR6 9PU	TY74412
Swanton Care & Community (Glenpath Holdings) Limited	Beach View Nursing Home, North Road, Seaham SR7 7AB and 31 North Road, Seaham SR7 7AB	DU78411 and DU88452
Swanton Care & Community (Glenpath Holdings) Limited	Tynedale, Ashbrooke Range, Sunderland SR2 7TR	TY43138
Swanton Care & Community (Glenpath Holdings) Limited	1 Trinity Church Hall, Knaresborough Road, Murton, Seaham SR7 9RD	DU292801
Swanton Care & Community (Maesteilo Care Homes) Limited	Pantyrodyn House, Llandeilo Road, Llandybie, Ammanford	CYM55987
Swanton Care & Community (Maesteilo Care Homes) Limited	Dan-Y-Graig, Four Roads, Kidwelly (SA17 4SW) and Land Adjoining Dan-Y-Graig, Four Roads, Kidwelly (SA17 4SW)	WA192267 WA314486
Courtyard Care Limited	135 Polwell Lane Barton Seagrave, Kettering NN15 6TE	NN62764
Courtyard Care Limited	130 Highfield Road, Farnworth, Bolton BL4 0AJ	GM721432
Courtyard Care Limited	Orford Health Centre, Capesthorpe Road, Warrington, WA2 9AR	CH397533

Schedule 3

Shares

Name of Chargor	Subsidiary	Number and class of shares	Details of nominees (if any) holding legal title to shares
Sunshine Care Bidco Limited	Swanton Care & Community Limited (company number 05789785)	30,720,947 ordinary shares of £1 each	N/A
Swanton Care & Community Limited	Swanton Care & Community (Glenpath Holdings) Limited (company number 03328213)	100 ordinary shares of £1 each	N/A
	Swanton Care & Community (Andrew Frederick Care Homes) Limited (company number 03576776)	1,000,000 ordinary shares of £1 each	N/A
	Swanton Care & Community (Maestello Care Homes) Limited (company number 03943086)	203 ordinary shares of £1 each	N/A
	Courtyard Care Limited (company number 04945227)	100 ordinary shares of £1 each	N/A
	G.R.S. (Care) Limited (company number 04660957)	2 ordinary shares of £1 each	N/A
	Values in Care (Holdings) Limited	114 A ordinary shares of £1 each	N/A
		6 B ordinary shares of £1 each	
	Emerald Care Holdings Yorkshire	100 ordinary shares of £1 each	N/A

	Limited		
Swanton Care & Community (Glenpath Holdings) Limited	Swanton Care & Community (Autism North) Limited (company number 04536431)	100 ordinary shares of £1 each	N/A
Swanton Care & Community (Andrew Frederick Care Homes) Limited	Ford Place Limited (company number 03090556)	3 ordinary shares of £1 each	N/A
	Andrew Frederick Care Limited (company number 02914681)	40,000 ordinary shares of £1 each	N/A
Swanton Care & Community (Maestello Care Homes) Limited	Cwm Teilo Limited (company number 05265487)	101 ordinary shares of £1 each	N/A
	Ty-Teilo Limited (company number 04664920)	100 ordinary shares of £1 each	N/A
Emerald Care Holdings Yorkshire Limited	Emerald Care Services Limited	2 ordinary shares of £1 each	N/A
Swanton Care & Community Limited	L H Social Care Limited (company number 04891297)	100 ordinary shares of £1 each	N/A
		1 ordinary B share of £1 each	
		1 ordinary C share of £1 each	
Swanton Care & Community Limited	Green Rose Care Limited (company number 08729904)	2 ordinary shares of £1 each	N/A
Values in Care (Holdings) Limited	Values in Care Ltd (company number 04702523)	100 ordinary shares of £1.00 each	N/A

Schedule 4

Current Accounts

Account Bank	Name of Chargor	Sort Code	Account number
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23112526
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23112550
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23112542
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23112534
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23115134
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23115142
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23120138
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23120146
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	23118575
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	29471420

The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	29471439
The Royal Bank of Scotland plc	Swanton Care & Community (Andrew Frederick Care Homes) Limited	15-10-00	24237306
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115029
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	24244558
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115665
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115606
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115614
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115622
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115630
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23115657
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23118583
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23120081
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	23120103
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	15973962

The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	15-10-00	15973970
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	16-18-18	15986819
The Royal Bank of Scotland plc	Swanton Care & Community (Autism North) Limited	16-18-18	15986800
The Royal Bank of Scotland plc	Swanton Care & Community Limited)	15-10-00	23114626
The Royal Bank of Scotland plc	Swanton Care & Community Limited	15-10-00	23114723
The Royal Bank of Scotland plc	Swanton Care & Community Limited	15-10-00	23114731
The Royal Bank of Scotland plc	Swanton Care & Community Limited	15-10-00	23115150
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117714
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117722
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117730
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117749
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117757
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117765
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117773
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care Homes) Limited	15-10-00	23117781
The Royal Bank of Scotland plc	Swanton Care & Community (Maestelio Care	20-83-91	60524697

	Homes) Limited		
Barclays Bank plc	GRS	20-84-41	43607445
The Royal Bank of Scotland plc	Courtyard Care Limited	16-18-18	10264092
National Westminster Bank plc	Emerald Care Limited	60-60-05	46789863
Barclays Bank plc	Values in Care Ltd	20-18-58	20532401
Santander UK plc	L H Social Care Ltd	16-18-18	15988110
Santander UK plc	L H Social Care Ltd	16-18-18	25874888
National Westminster Bank plc	Green Rose Care Limited	53-61-24	64566099
Barclays Bank plc	Values in Care Ltd	20-18-58	63402257
Barclays Bank plc	Values in Care Ltd	20-18-58	00220639
Barclays Bank plc	Values in Care Ltd	20-18-58	33400182
Barclays Bank plc	Values in Care Ltd	20-18-58	10918628
Barclays Bank plc	Values in Care Ltd	20-18-58	33679934
Barclays Bank plc	Values in Care Ltd	20-18-58	23449637
Barclays Bank plc	Values in Care Ltd	20-18-58	43920542
Barclays Bank plc	Values in Care Ltd	20-18-58	63507068
Barclays Bank plc	Values in Care Ltd	20-18-58	13386112
Barclays Bank plc	Values in Care Ltd	20-18-58	50105821
Barclays Bank plc	Values in Care Ltd	20-18-58	33135705
Barclays Bank plc	Values in Care Ltd	20-18-58	40800929
Barclays Bank plc	Values in Care Ltd	20-18-58	93123286
Barclays Bank plc	Values in Care Ltd	20-18-58	40327352
Barclays Bank plc	Values in Care Ltd	20-18-58	43156664
Barclays Bank plc	Values in Care Ltd	20-18-58	10895644

Signatories to Supplemental Debenture

Chargor

Executed as a deed)
by Sunshine Care)
Bidco Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNIEK

Address:

FLAT 1B

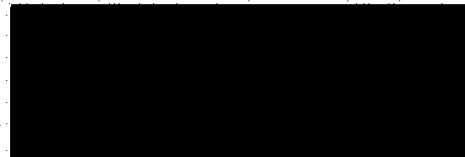
17 FARCLOUGH ST

LONDON E1 1PT

Occupation:

DIRECTOR

Executed as a deed)
by Swanton Care &)
Community Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNIEK

Address:

FLAT 1B

12 FARCLOUGH ST

LONDON E1 1PT

Occupation:

DIRECTOR

Executed as a deed)
by Courtyard Care)
Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIEU

Address:

6AT 1B

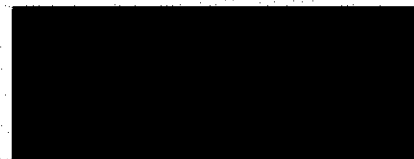
12 FAIRCLOUGH ST

LONDON E11 8T

Occupation

DIRECTOR

Executed as a deed)
by Swanton Care &)
Community (Glenpath)
Holdings) Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIEU

Address:

6AT 1B

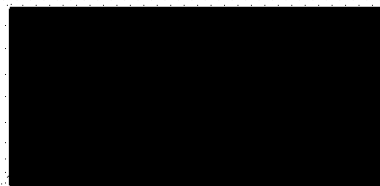
12 FAIRCLOUGH ST

LONDON E11 8T

Occupation

DIRECTOR

Executed as a deed)
by Swanton Care &)
Community (Andrew Frederick)
Care Homes) Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNLEN

Address:

Floor 1B

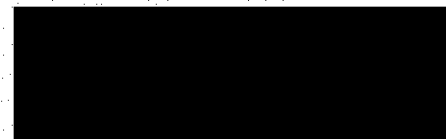
12 FANCLOUGH ST

WIDEN GLETT.

Occupation

Director

Executed as a deed)
by Swanton Care &)
Community (Maesteillo Care)
Homes) Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNLEN

Address:

Floor 1B

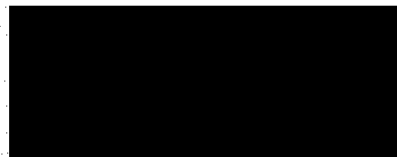
12 FANCLOUGH ST

WIDEN GLETT.

Occupation

Director

Executed as a deed)
by Swanton Care &)
Community (Autism)
North) Limited acting by)
SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIEY

Address:

FLAT 1B

12 FAIRCLOUGH ST

LONDON E1PT

Occupation

DIRECTOR

Executed as a deed)
by Swanton Care &)
Community (Southfield House)
Care Services) Limited acting)
by SAMUEL GRAY, a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIEY

Address:

FLAT 1B

12 FAIRCLOUGH ST

LONDON E1PT

Occupation

DIRECTOR

Executed as a deed)
by G.R.S. Care Limited)
acting by)

SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIE

Address:

FLAT 1B

12 FARCLOUGH ST

LONDON E1 1DT

Occupation:

DIRECTOR

Executed as a deed)
by Values in Care Ltd)
acting by)

SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MEYNIE

Address:

FLAT 1B

12 FARCLOUGH ST

LONDON E1 1DT

Occupation:

DIRECTOR

Executed as a deed)
by Values in Care (Holdings))
Limited acting by)
SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNIEL

Address:

6AT 18
12 FARCLOUGH ST
LONDON E1P
DIRECTOR

Occupation:

DIRECTOR

Executed as a deed)
by Emerald Care Holdings)
Yorkshire Limited acting by)
SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

A. MEYNIEL

Address:

6AT 18
12 FARCLOUGH ST
LONDON E1P
DIRECTOR

Occupation:

DIRECTOR

Executed as a deed)
by Emerald Care Services)
Limited acting by)
SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

A MEYNIER

Address:

FAT 12

12 FAIRCLOUGH ST

LONDON E1 1PT

Occupation

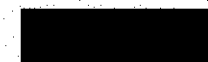
DIRECTOR

Executed as a deed)
by L H Social Care Limited)
acting by)
SAMUEL GRAY a)
director in the presence of:)



Director

Signature of witness:



Name:

A MEYNIER

Address:

FAT 12

12 FAIRCLOUGH ST

LONDON E1 1PT

Occupation

DIRECTOR

Executed as a deed)
by Green Rose Care)
Limited acting by)

SAMUEL GRAM a)
director in the presence of:)



Director

Signature of witness:



Name:

AL MCYNIAH

Address:

FLAT 13

12 FANCLOUGH ST

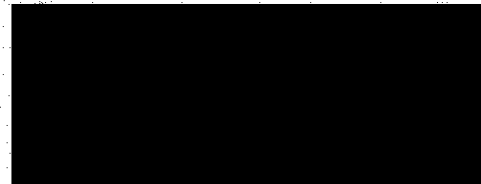
WIDDER GLEBE

Occupation:

DIRECTOR

Security Trustee

Signed by)
duly authorised signatory for and)
on behalf of National Westminster)
Bank Plc)



Authorised signatory

Executed as a deed)
by Green Rose Care)
Limited acting by)

_____ a)
director in the presence of:)

Director

Signature of witness: _____

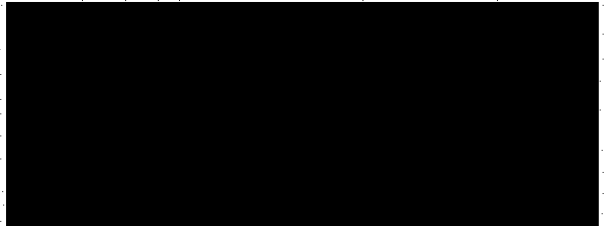
Name: _____

Address: _____

Occupation _____

Security Trustee

Signed by SERGIO CRISTE-MORENO)
duly authorised signatory for and)
on behalf of **National Westminster**)
Bank Plc)



Authorised signatory