



Registration of a Charge

Company name: **ALIUM BIDCO II LIMITED**

Company number: **11455939**

Received for Electronic Filing: **07/08/2018**



X7BUA1C8

Details of Charge

Date of creation: **01/08/2018**

Charge code: **1145 5939 0001**

Persons entitled: **HSBC BANK PLC**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME.**

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:

RICHARD COWAN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11455939

Charge code: 1145 5939 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2018 and created by ALIUM BIDCO II LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2018 .

Given at Companies House, Cardiff on 9th August 2018

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

We certify this document as a true copy of the original
Deed for material redacted amount to
s.8524 of Companies Act 2006.

Erin Hood Sutherland (Sutherland/LLP)

Date: 06/18/2018

Security Agreement Accession Deed SHEDS SUTHERLAND (INTERNATIONAL) LLP

This Deed is made on 1 August 2018 between:

- (1) **Allum Bidco II Limited**, a company incorporated in England and Wales with company number 11455939;
 - (2) **Hailsham House (New Road) Limited**, a company incorporated in England and Wales with company number 06780105;
 - (3) **Kettlewell House Limited**, a company incorporated in England and Wales with company number 06432463
- together the "New Chargors" and each a "New Chargor").
- (4) **EHP BOTTOMCO LIMITED**, registered in Jersey (registered number 125597) for itself and as agent for and on behalf of each of the other Chargors defined as such in the Security Agreement referred to below, (the "Parent"); and
 - (5) **HSBC Bank PLC** in its capacity as trustee for the Secured Parties (the "Security Agent").

1. INTERPRETATION

- 1.1 In this Deed, the "Security Agreement" means a security agreement dated 29 March 2018 and made between, amongst others, the Parent, each of the other Chargors and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.
- 1.2 Unless a contrary indication appears:
 - 1.2.1 each term used in this Deed which is defined in the Security Agreement or the definition of which is incorporated by reference into the Security Agreement shall have the same meaning as applies in the Security Agreement; and
 - 1.2.2 the principles of construction set out or referred to in clause 1.2 (*Construction*) of the Security Agreement shall apply also (where relevant) to this Deed.

2. REPRESENTATIONS

Each New Chargor warrants and represents to the Security Agent that it is a member of the Parent's Group.

3. AGREEMENT TO ACCEDE

Each New Chargor agrees to accede and become a party to and to be bound by the terms of the Security Agreement as a Chargor with effect from the date of this Deed (the "Effective Date").

4. EFFECT OF ACCESSION

On and after the Effective Date, the Security Agreement shall be read and construed for all purposes as if the New Chargors had been an original party to it in the capacity of Chargor (but so that the Security created consequent on such accession shall be created on the Effective Date).

5. SECURITY

- 5.1 **Security over all assets**

- 5.1.1 Each New Chargor and the Parent grants to the Security Agent in relation to its assets and undertaking the same Security as is set out in clause 3 (*Grant of Security*) of the Security Agreement.
- 5.1.2 Each New Chargor agrees and confirms that such Security (a) shall be effective and binding upon it and its assets and undertaking and (b) shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Security Agreement or of any other Party's execution of the Security Agreement or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Security Agreement or in any other Deed of Accession.
- 5.2 **Specific Security** - Without limiting the generality of Clause 5.1 (*Security over all assets*) or of the Security Agreement, the New Chargors and the Parent, as a continuing security for the payment, discharge and performance of the Secured Liabilities charges in favour of the Security Agent:
- 5.2.1 by way of first legal mortgage, all its Property, identified in Part I Schedule 1 (*Details of Secured Property*) to this Deed;
- 5.2.2 by way of first fixed charge, all the Shares listed in Part II Schedule 1 (*Details of Secured Property*) to this Deed;
- 5.2.3 by way of first fixed charge, all of its Insurances listed in Part III Schedule 1 (*Details of Secured Property*) to this Deed, to the extent not effectively assigned under clause 5.2

and as a continuing security for the payment, discharge and performance of the Secured Liabilities assigns and agrees to assign in favour of the Security Agent all of its right, title and interest (if any) in and to each of the Insurances including those listed in Part III of Schedule 1 (*Details of Secured Property*) and the contracts and agreements specified in Part IV Schedule 1 (*Details of Secured Property*) to this Deed, each of which is deemed to be included in the definition of "Assigned Agreements" and "Insurances" for the purposes of the Security Agreement.

6. **AGREEMENT AND CONSENT BY CHARGORS**

The Parent, for itself and as agent for and on behalf of all other Chargors under the Security Agreement, agrees and consents to all matters provided for in this Deed.

7. **CONSTRUCTION**

The Security Agreement shall continue in full force and effect but amended with effect from the Effective Date in the manner and to the extent provided in this Deed; and the Security Agreement and this Deed shall be read as one and so that references in the Security Agreement to "**this Deed**", and similar phrases shall be deemed to include this Deed.

8. **THIS DEED**

- 8.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
- 8.2 The New Chargor has entered into this Deed in consideration of the Secured Parties (or some of them) making or continuing to make facilities available to the Parent or any other member of the Group on the terms agreed in the Finance Documents.
- 8.3 The Agent and the Parent designate this Deed as a Finance Document.
- 8.4 This Deed and every counterpart is the property of the Security Agent.

This Deed is made and delivered as a deed on the date stated above.

SCHEDULE 1

Details of Secured Property

Part I Real Property

Address/description of the Real Property	Registered Proprietor	Title number
Hailsham House, New Road, Hellingly, Hailsham, East Sussex, BN27 4EW	Hailsham House (New Road) Limited	ESX157520
Kettlewell House, Kettlewell Hill, Woking, Surrey, GU21 4HX	Kettlewell House Limited	SY420760

Part II Specified Shares

Name of Chargor	Name of company whose shares are held	Registration number (or equivalent, if any) of the company whose shares are held	Number and class of shares
EHP BottomCo Limited	Alium Bidco II Limited	11455939	1 ordinary share of £1
Alium Bidco II Limited	Hailsham House (New Road) Limited	06780105	1000 ordinary shares of £1
Alium Bidco II Limited	Kettlewell House Limited	06432463	1000 ordinary shares of £1

Part III Insurances

Name of Chargor	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
EHP Bottomco Limited		On or around the date hereof	Royal & Sun Alliance Insurance plc (no. 93792), St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

**Part IV
Assigned Agreements**

Name of Chargor	Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
Hallsham House (New Road) Limited	Operating Lease	On or around the date hereof	<p>(1) Hallsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)</p> <p>(2) Hallsham House and Operations Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)</p> <p>(3) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH)</p> <p>(4) Kettlewell House and Operations Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)</p>
Kettlewell House Limited	Operating Lease	On or around the date hereof	<p>(1) Kettlewell House Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)</p> <p>(2) Kettlewell House and Operations Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)</p> <p>(3) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH)</p> <p>(4) Hallsham House and Operations Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)</p>
Hallsham House (New Road) Limited	Debenture	On or around the date hereof	<p>(1) Hallsham House and Operations Limited (West Court, Gelderd Road, Leeds, West Yorkshire, LS12 6DB)</p> <p>(2) Hallsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex,</p>

				BN27 4EW)
Kettlewell House Limited	Debenture	On or around the date hereof	(1) Kettlewell House and Operations Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX) (2) Kettlewell House Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)	
Hailsham House (New Road) Limited	Share Charge	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) Hailsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)	
Kettlewell House Limited	Share Charge	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) Kettlewell House Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)	
Hailsham House (New Road) Limited	Default option	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) Hailsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)	
Kettlewell House Limited	Default option	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) Kettlewell House Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)	
Alium Bidco II Limited	Share Purchase Agreement in respect of Kettlewell House Limited and Hailsham House (New Road) Limited	On or around the date hereof	(1) Alium Bidco II Limited (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP) (2) HC-One Alium	

			<p>Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH)</p> <p>3) Graham Care (YB) Limited, (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP)</p> <p>4) Graham Care Group Limited (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP)</p>
Alium Bidco II Limited	Disclosure Letter in respect of purchase of Hailsham House (New Road) Limited and Kettlewell House Limited	On or around the date hereof	<p>(1) Graham Care (YB) Limited, 20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP</p> <p>(2) Alium Bidco II Limited (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP)</p> <p>(3) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH)</p>
Hailsham House (New Road) Limited	Hive out agreement	On or around the date hereof	<p>(1) Hailsham House and Operations Limited (New Road, Hellingly, Hailsham, East Sussex, United Kingdom, BN27 4EW)</p> <p>(2) Hailsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)</p>
Kettlewell House Limited	Hive out agreement	On or around the date hereof	<p>(1) Kettlewell House and Operations Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)</p> <p>(2) Kettlewell House Limited (Kettlewell Hill, Chobham Road, Woking, Surrey, GU21 4HX)</p>
Alium Bidco II Limited	Intra-group loan	On or around the date hereof	<p>(1) Alium Bidco II Limited (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP)</p> <p>(2) Kettlewell House Limited (The Pavilion, 96</p>

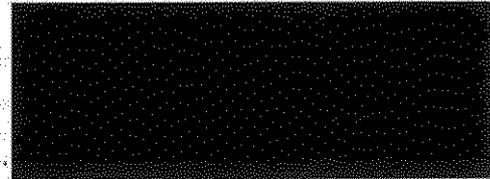
			Kensington High Street, London, W8 4SG)
Alium Bidco II Limited	Intra-group loan	On or around the date hereof	(1) Alium Bidco II Limited (20 Cranley Road, Halsham, Walton On Thames, Surrey, KT12 5BP) (as lender) (no notice required) (2) Hailsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW)
Hailsham House (New Road) Limited Kettlewell House Limited	Share Purchase Agreement	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) Hailsham House (New Road) Limited (New Road, Hellingly, Hailsham, East Sussex, BN27 4EW) (3) Kettlewell House Limited (The Pavilion, 96 Kensington High Street, London, W8 4SG)
Hailsham House (New Road) Limited Kettlewell House Limited	Asset management agreement	29 March 2018	(1) EHP 1 (GP) Limited as general partner of EHP Partners 1 LP; (2) EHP Bottomco Limited; (3) Elevation Advisors LLP; (4) Hailsham House (New Road) Limited; (5) Kettlewell House Limited
EHP Bottomco Limited	Call Option Deed (relating to Alium Bidco Limited)	On or around the date hereof	(1) HC-One Alium Parentco Limited (Southgate House, Archer Street, Darlington, County Durham, DL3 6AH) (2) EHP Bottomco Limited (3rd Floor, Liberation House, Castle Street, JE1 1BL)
Hailsham House (New Road) Limited	Share Purchase Agreement	On or around the date hereof	(1) Alium Parent Limited (Westcourt, Gelderd Road, Leeds, West Yorkshire, United Kingdom, LS12 6DB) (2) Hailsham House (New Road) Limited

			(3) Kettlewell House Limited (The Pavilion, 96 Kensington High Street, London, W8 4SG) (4) Hazeldene House Ltd (The Pavilion, 96 Kensington High Street, London, W8 4SG)
Kettlewell House Limited	Share Purchase Agreement	On or around the date hereof	(1) Alium Parent Limited (Westcourt, Gelderd Road, Leeds, West Yorkshire, United Kingdom, LS12 6DB) (2) Hallsham House (New Road) Limited (The Pavilion, 96 Kensington High Street, London, W8 4SG) (3) Kettlewell House Limited (4) Hazeldene House Ltd (The Pavilion, 96 Kensington High Street, London, W8 4SG)
EHP Bottomco Limited	Call Option Deed (relating to Alium Bidco II Limited)	On or around the date hereof	(1) Alium Parent Limited (Westcourt, Gelderd Road, Leeds, West Yorkshire, United Kingdom, LS12 6DB) (2) EHP Bottomco Limited

EXECUTION OF DEED OF ACCESSION

The New Chargors

Executed as a deed by)
ALIAM BIDCO II LIMITED,)
acting by one director in the presence of:)



Director

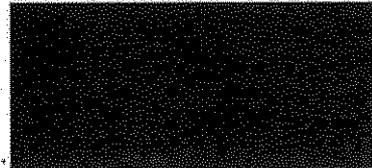
Name: Zoe Rizzuto

Witness signature:

Witness name: *Danielle Leary-Fernandes*

Witness address: Langham Hall Fund Management (Jersey) Ltd
3rd Floor Liberation House
Castle Street
St Helier
Jersey JE1 1BL

Executed as a deed by)
HAILSHAM HOUSE (NEW ROAD) LIMITED,)
acting by one director in the presence of:)



Director

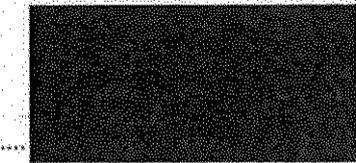
Name: Zoe Rizzuto

Witness signature:

Witness name: *Danielle Leary-Fernandes*

Witness address: Langham Hall Fund Management (Jersey) Ltd
3rd Floor Liberation House
Castle Street
St Helier
Jersey JE1 1BL

Executed as a deed by)
KETTLEWELL HOUSE LIMITED,)
acting by one director in the presence of:)



Director

Name: Zoe Rizzuto

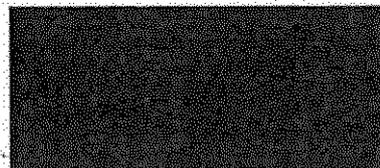
Witness signature:

Witness name: *Danielle Leary-Fernandes*

Witness address: Langham Hall Fund Management (Jersey) Ltd
3rd Floor Liberation House
Castle Street
St Helier
Jersey JE1 1BL

The Parent

Executed as a deed by)
EHP BOTTOMCO LIMITED,)
a company incorporated in Jersey, acting by)



being a person who, in accordance with the laws of that territory, is acting under the authority of EHP Bottomco Limited, in the presence of:

Director

Witness signature:



Name:

Zoe Rizzuto

Witness name: *Danielle Leary-Fernandes*

Witness address:

Langham Hall Fund Management (Jersey) Ltd
3rd Floor Liberation House
Castle Street
St Helier
Jersey JE1 1BL

The Security Agent

HSBC BANK PLC

By:

Address:

Email:

Attention:

Executed as a deed by
EHP BOTTOMCO LIMITED,

a company incorporated in Jersey, acting by
being a person who, in accordance with the
laws of that territory, is acting under the
authority of EHP Bottomco Limited, in the
presence of:

)
)
)
.....
Director

Name:

Witness signature:

Witness name:

Witness address:

The Security Agent

HSBC BANK PLC

By: *THOMAS MURRAY*

Address:

Email:

Attention: HSBC Bank plc
8 Canada Square
London
E14 5HQ