

MR01
Particulars of a charge



Companies House



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A fee is be payable w
Please see 'How to pay

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form M



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11/09/2018

#67

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 0 5 7 7 2 9 8 2

Company name in full ✓ WILLOWBECK HEALTH CARE LIMITED

2

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 0 5 m 0 9 y 2 0 y 1 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name ✓ NATWEST MARKETS PLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

THE LEASEHOLD PROPERTY OF WILLOWBECK, 95 HOLYWELL ROAD, WINCOBANK, SHEFFIELD S4 8AR (REGISTERED TITLE NUMBER: SYK489591)

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X *Macfarlanes LLP* X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **SOPHIE TREANOR**

Company name **MACFARLANES LLP**

Address **20 CURSITOR STREET**

Post town **LONDON**

County/Region **GREATER LONDON**

Postcode **E C 4 A 1 L T**

Country **ENGLAND**

DX

Telephone **+44 20 7791 4124**

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5772982

Charge code: 0577 2982 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2018 and created by WILLOWBECK HEALTH CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2018.

P

Given at Companies House, Cardiff on 19th September 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G COMPANIES ACT 2006, THIS COPY INSTRUMENT IS CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Macfarlanes LLP
DATE: 11/09/18
MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

Deed of Accession to the Security Agreement

DATE 5 September 2018

PARTIES

1. **THE COMPANIES** whose names, registered numbers and registered offices are set out in schedule 1 (*Additional Chargers*) (the "**Additional Chargers**" and each an "**Additional Charger**"), and
2. **NATWEST MARKETS PLC** (formerly known as **The Royal Bank of Scotland plc**) as agent and trustee for the **Secured Parties** (as defined in the Security Agreement (defined below)) (the "**Security Agent**").

BACKGROUND

- A The **Additional Chargers** are Subsidiaries of CX Bidco Limited.
- B CX Bidco Limited and others have entered into a security agreement dated 12 July 2016 (the "**Security Agreement**") between the **Chargors** under and as defined in the Security Agreement and the **Security Agent**.
- C The **Additional Chargers** have agreed to enter into this deed and to become an **Additional Chargers** under the Security Agreement.
- D The **Security Agent** and the **Additional Chargers** intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- E The **Security Agent** holds the benefit of this deed on trust for the **Secured Parties** on the terms of the Finance Documents.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

Terms defined in the Security Agreement have the same meaning in this deed unless given a different meaning in this deed. This deed is a Finance Document.

2. **ACCESSION AND COVENANT TO PAY**

2.1 With effect from the date of this deed each **Additional Charger**:-

2.1.1 will become a party to the Security Agreement as a **Charger**; and

2.1.2 will be bound by all the terms of the Security Agreement which are expressed to be binding on a **Charger**.

2.2 Each **Additional Charger** hereby covenants with the **Security Agent** (as trustee for the **Secured Parties**) that it will on demand pay and discharge all **Secured Liabilities** owing or incurred from or by it to the **Secured Parties** when the same become due and payable in accordance with the terms of, and in the manner provided for in, the Finance Documents and whether by acceleration or otherwise.

- 2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. GRANT OF SECURITY

3.1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby:

- 3.1.1 grants to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in schedule 2 (*Properties currently owned*) to this deed;
- 3.1.2 charges to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its:-
- (a) Properties acquired by it after the date of this deed,
 - (b) Property Interests,
 - (c) Equipment,
 - (d) Securities, including but not limited to, those listed against its name in schedule 4 (*Securities*),
 - (e) Intellectual Property,
 - (f) Debts,
 - (g) Accounts, including but not limited to, those listed against its name in schedule 5 (*Accounts*),
 - (h) Goodwill and Uncalled Capital, and
 - (i) right, title and interest to any Assigned Agreement not
 - (j) otherwise effectively assigned pursuant to clause 3.1.4 below;
- 3.1.3 assigns to the Security Agent (as trustee for the Secured Parties) absolutely, subject to that Chargor's rights of reinvestment for proceeds of Insurance Policies under the Facilities Agreement and a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies; and
- 3.1.4 assigns to the Security Agent (as trustee for the Secured Parties), absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

3.2 Floating Security

As a continuing security for the payment or discharge of the Secured Liabilities, each Additional Chargor with full title guarantee hereby charges to the Security Agent (as trustee for the Secured Parties), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to clauses 3.1.1-3.1.4 inclusive above.

3.3 Leasehold Security restrictions

- 3.3.1 There shall be excluded from the Security created by this deed and by the Security Agreement and from the operation of clause 4.1 (*Restrictions on dealing*) of the Security Agreement, any Excluded Property until the relevant Condition or waiver has been excluded or obtained.
- 3.3.2 For each Excluded Property, each Additional Chargor undertakes to:
- (a) apply for the relevant consent or waiver of prohibition or conditions as promptly as reasonably practicable and, in any event, within five Business Days of the date of this deed (in relation to Excluded Property owned at the date of this deed) or as promptly as reasonably practicable and, in any event, within five Business Days of the Additional Chargor acquiring the Excluded Property (if otherwise) and, to use its reasonable endeavours to obtain that consent or waiver of prohibition promptly,
 - (b) upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and
 - (c) forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- 3.3.3 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties) under clause 3.1.1, clause 3.1.2.1 or clause 3.1.2.2 (*Fixed security*) of the Security Agreement as the case may be. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Chargor will execute a further valid fixed charge in such form as the Security Agent shall require.

4. LAND REGISTRY RESTRICTION

In respect of any Property registered at the Land Registry, the relevant Additional Chargor hereby consents to the entry of the following restriction on the register of its title to such Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Natwest Markets plc referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

5. NOTICE OF ASSIGNMENT

- 5.1 This deed constitutes notice in writing to each Additional Chargor of any charge or assignment under this deed from one Additional Chargor (the "Notifying Chargor") to another Additional Chargor (the "Recipient Chargor").
- 5.2 In executing this deed, each Recipient Chargor acknowledges receipt of such notice from each Notifying Chargor.

6. MISCELLANEOUS

With effect from the date of this deed:-

- 6.1 the Security Agreement will be read and construed for all purposes as if the Additional Chargors had each 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);
- 6.2 any reference in the Security Agreement to this deed and similar phrases will include this deed and all references in the Security Agreement to schedule 2 (Properties currently owned) (or any part of it) will include a reference to schedule 2 (Properties currently owned) to this deed (or relevant part of it).

7. GOVERNING LAW

This deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law

8. ENFORCEMENT

8.1 Jurisdiction of English courts

8.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**").

8.1.2 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

8.1.3 This clause 8.1.3 is for the benefit of the Security Agent only As a result, the Security Agent 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 Agent may take concurrent proceedings in any number of jurisdictions

9. COUNTERPARTS

This deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument

In witness whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
ADDITIONAL CHARGORS

Name of Additional Chargor	Registration Number	Registered office
Willowbeck Health Care Limited	5772982	Ferham House, Kimberworth Road Masbrough, Rotherham, South Yorkshire, S61 1AJ
Willowbeck SPV Limited	11504536	Ferham House, Kimberworth Road Masbrough, Rotherham, South Yorkshire, S61 1AJ
Greenside Health Care Limited	4263185	Ferham House, Kimberworth Road Masbrough, Rotherham, South Yorkshire, S61 1AJ
Greenside SPV Limited	11504344	Ferham House, Kimberworth Road Masbrough, Rotherham, South Yorkshire, S61 1AJ

SCHEDULE 2
PROPERTIES CURRENTLY OWNED
PART A: REGISTERED LAND

Property Name	Freehold/Leasehold	Title Number	Registered Proprietor
Willowbeck, 95 Holywell Road, Wincobank, Sheffield S4 8AR	Freehold	SYK351154	Willowbeck SPV Limited
Willowbeck, 95 Holywell Road, Wincobank, Sheffield S4 8AR	Leasehold	SYK489591	Willowbeck Health Care Limited
Greenside Court Home, Greenside, Rotherham S61 4PT	Freehold	SYK437768	Greenside SPV Limited
Greenside Court Home, Greenside,	Leasehold	SYK589991	Greenside Health Care Limited

Rotherham 4PT	S61			
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PART B: UNREGISTERED LAND

None

SCHEDULE 3

INSURANCE POLICIES

Additional Chargor	Name of Insurance policy	Policy Number	Expiry date	Insurer
Each Additional Chargor	Property Damage & Business Interruption and Combined Liability	GB00073395MM18A	30 March 2019	XL Catlin
Each Additional Chargor	Excess Public Liability	UKCASO15216118	30 March 2019	Chubb
Each Additional Chargor	Professional Indemnity	22768P17	30 March 2019	Novae Underwriting Limited
Each Additional Chargor	Directors & Officers Liability	DC-22544118J2	31 March 2019	DUAL Corporate Risks

SCHEDULE 4

SECURITIES

None

SCHEDULE 5

ACCOUNTS



SIGNATORIES TO DEED OF ACCESSION TO THE SECURITY AGREEMENT

The Additional Chargors

Executed as a Deed (but not delivered until the date of this Deed) by **WILLOWBECK HEALTH CARE LIMITED** acting by

JOHN HENRY WHYTEHEAD
Full Name (Director)
in the presence of:

.....
[Redacted Signature]
Signature of Director

ELIZABETH PARR
Full Name (Witness)

.....
[Redacted Address]
Address

.....
[Redacted Signature]
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **WILLOWBECK SPV LIMITED** acting by

JOHN HENRY WHYTEHEAD
Full Name (Director)
in the presence of:

.....
[Redacted Signature]
Signature of Director

ELIZABETH PARR
Full Name (Witness)

.....
[Redacted Address]
Address

.....
[Redacted Signature]
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **GREENSIDE HEALTH CARE LIMITED** acting by

JOHN HENRY WHYTEHEAD
Full Name (Director)
in the presence of:

.....
[Redacted Signature]
Signature of Director

ELIZABETH PARR
Full Name (Witness)

.....
[Redacted Address]
Address

.....
[Redacted Signature]
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **GREENSIDE SPV LIMITED** acting by

JOHN HENRY CHZTCHAD

Full Name (Director)

in the presence of:

ELIZABETH PHIPPS

Full Name (Witness)

.....
.....
.....
.....

Address

.....
.....

Signature of Director

.....
.....

Signature of Witness

The Security Agent

Signed by

For and on behalf of

NATIONAL WESTMINSTER BANK PLC

acting as agent for **NATWEST MARKETS**

PLC

.....

Executed as a Deed (but not delivered until the date of
this Deed) by **GREENSIDE SPV LIMITED**
acting by

.....
Full Name (Director)
in the presence of:

.....
Signature of Director

.....
Full Name (Witness)
.....
.....

.....
Address

.....
Signature of Witness

The Security Agent

Signed by
For and on behalf of
NATIONAL WESTMINSTER BANK PLC
acting as agent for **NATWEST MARKETS**
PLC

.....
