



Registration of a Charge

Company name: **HOLLYBLUE HEALTHCARE (FINANCE) LIMITED**
Company number: **10387913**

Received for Electronic Filing: **25/11/2016**



Details of Charge

Date of creation: **18/11/2016**
Charge code: **1038 7913 0002**
Persons entitled: **MACQUARIE BANK LIMITED (LONDON BRANCH) AS SECURITY AGENT**
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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10387913

Charge code: 1038 7913 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2016 and created by HOLLYBLUE HEALTHCARE (FINANCE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2016 .

Given at Companies House, Cardiff on 28th November 2016

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 that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 25 November 2016

Signed *Osborne Clarke LLP*

EXECUTION VERSION

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

The Supplemental Debenture is made on *18 November* 2016

Between:

- (1) Hollyblue Healthcare (Finance) Limited (company number 10387913) whose registered office is at 11th Floor Two Snowhill, Birmingham, West Midlands, England, B4 6WR (the "Chargor"); and
- (2) Macquarie Bank Limited (London Branch) as agent and trustee of the Secured Parties (the "Security Agent").

Background

- (A) Pursuant to the Original Debenture (as defined below), the Chargor created Security over all of its assets for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) Since the Original Debenture was entered into, the Chargor has acquired legal interests in Shares (defined below) owned by it and, in accordance with clause 22.17(d) (*Conditions Subsequent*) of the Facility Agreement (as defined in the Original Debenture (defined below)), the Chargor has agreed to enter into this Supplemental Debenture.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

This Supplemental Debenture witnesses as follows:

1. Definitions and interpretation

1.1. Definitions

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:

"Blocked Accounts" means the account held by the Chargor with [REDACTED], described as the 'Proceeds Current Account' with account number [REDACTED] and sort code: [REDACTED].

"Original Debenture" means the debenture amongst (1) Hollyblue Healthcare (Ulster) Limited, Hollyblue Healthcare (Amore) Limited, Hollyblue Healthcare (London) Limited, Hollyblue Healthcare (Spring) Limited, Hollyblue Healthcare (Arden) Limited, Hollyblue Healthcare (Voyage Care) Limited, Hollyblue Healthcare (AlphaCare) Limited and Hollyblue Healthcare (Finance) Limited (as Original Chargors) and (2) the Security Agent dated 30 September 2016.

"Shares" has the meaning it is given in the Original Debenture.

1.2. Construction

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) of the Facility Agreement 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 Agreement" being deemed to be a reference to "this Supplemental Debenture", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.

1.3. **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 Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

1.4. **Implied covenants for title**

The obligations of the Chargor 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.

1.5. **Effect as a deed**

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

1.6. **Trusts**

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 27 (*Role of the Agent, the Security Agent and the Arranger*) of the Facility Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

2. **Security Assets**

Fixed charge

The Chargor, as security for the payment of the Secured Liabilities, charges in favour of the Security Agent, with full title guarantee, by way of first fixed charge:

- (a) all the Shares from time to time owned by it or in which it has an interest (and for the avoidance of doubt includes the Chargor's legal and beneficial ownership of the Shares); and
- (b) all Blocked Accounts.

3. **Incorporation**

The provisions of sub-clause 4.1 (*Continuing Security*) to clause 20 (*Miscellaneous*) (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 Deed**" in the Original Debenture are to be construed as references to "this Supplemental Debenture".

4. **Continuation**

- 4.1. Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
- 4.2. 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.
- 4.3. 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.
- 4.4. This Supplemental Debenture is designated as a Finance Document.

5. **Governing law**

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

6. **Jurisdiction**

- 6.1. 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**").
- 6.2. 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.
- 6.3. This clause 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.

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

Signatories to this Deed

Chargor

Executed as a deed by)
Hollyblue Healthcare)
(Finance) Limited)
acting by)
a director)
in the presence of:)

Signature of director

[Redacted Signature]

Signature of witness

[Redacted Signature]

Name of witness

MARIE JONES

Address of witness

[Redacted Address]

Occupation of witness

OFFICE MANAGER

Notice Details

Throgmorton, 4th Floor, Reading Bridge House, George Street, Reading RG1 8LS

Fax: 0118 939 3162
FAO: Faher Mahmood

With a copy to: Monarch Alternative Capital (Europe) Ltd
52-53 Conduit Street, 6th Floor, London W1S 2YX

Fax: 020 7067 9650
FAO: Matthew Glowasky / Alex Cakir

Security Agent

Signed by)
authorised signatory)
for and on behalf of)
Macquarie Bank Limited)
(London Branch))

Notice Details

Address: Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD
Fax: +61 2 8232 6353
Email: mcafdebtops@macquarie.com
Attention: Mark O'Doherty / Darren McKillion

Signatories to this Deed

Chargor

Executed as a deed by)
Hollyblue Healthcare)
(Finance) Limited)
acting by)
a director)
in the presence of:)

Signature of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

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Security Agent

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for and on behalf of)
Macquarie Bank Limited)
(London Branch))

Adam Joseph
Executive Director

Sarah Kennedy
Legal Counsel/Attorney

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