

238463 / 23

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge

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A fee is be paya
Please see 'How

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

☒ What this form is for
You may not use
register a charge
instrument. Use f

MONDAY



LD2 30/01/2017 #126
COMPANIES HOUSE

case

use

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 04063391 ✓
Company name in full ELYSIUM HEALTHCARE LIMITED ✓

5

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 26 01 2017 ✓

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 BNP PARIBAS, LONDON BRANCH ✓
(the 'Security Agent')

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

MR01

Particulars of a charge

4	Brief description	<p>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.</p>	<p>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"</p> <p>Please limit the description to the available space.</p>
Brief description	<p>Leasehold property known as Brierley Court, 145 Church Lane, Manchester M9 4LA registered at HM Land Registry under title number MAN283173 ✓</p> <p>and those assets listed in Schedule 2 of the instrument For more details please refer to the instrument</p>		
5	Other charge or fixed security	<p>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.</p> <p><input checked="" type="checkbox"/> Yes ✓</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue ✓</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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.</p> <p><input checked="" type="checkbox"/> Yes ✓</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ①	<p>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.</p> <p><input type="checkbox"/></p>	<p>① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Allen Soverly LLP</i> X</p> <p>on behalf of the Security Agent on 27/01/17</p> <p>This form must be signed by a person with an interest in the charge</p>	

MR01

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 RORY BEASLEY

Company name ALLEN & OVERY LLP

Address ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 0000

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: 4063391

Charge code: 0406 3391 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2017 and created by ELYSIUM HEALTHCARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2017.

Given at Companies House, Cardiff on 3rd February 2017



Companies House



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

SECURITY ACCESSION DEED

ALLEN & OVERY LLP

Allen & Overy LLP
27/1/2017

THIS SECURITY ACCESSION DEED is made on 26 January 2017

BETWEEN

- (1) The companies listed in Schedule 1 (*New Chargors*) (the "**New Chargors**") and each a "**New Chargor**", and
- (2) **BNP PARIBAS, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**")

RECITAL

This deed is supplemental to a debenture dated 29 November 2016 between Elysium Healthcare Holdings 2 Limited, Elysium Healthcare Holdings 3 Limited, Elysium Healthcare LC Limited and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**")

NOW THIS DEED WITNESSES as follows

1 INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed

1.2 Construction

Clauses 1 2 (Terms defined in the Intercreditor Agreement) to 1 3 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor

2 2 Covenant to pay

Each New Chargor covenants with the Security Agent that it shall, on demand of the Security Agent pay, discharge and satisfy the Secured Obligations in accordance with the terms of the Secured Debt Documents

2.3 Specific Security

- (a) Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent the following assets, both present and future, from time to time owned by it or in which it has an interest

- (i) by way of first legal mortgage its Material Property,

- (ii) by way of first fixed charge, all of its rights, title and interest in and to
 - (A) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to paragraph (a)(i) above) its Material Property and all Related Rights,
 - (B) its Tangible Moveable Property and all Related Rights to the extent not mortgaged or charged pursuant to paragraph (a)(i) and (a)(i)(A) above),
 - (C) its Accounts (excluding any client fund Accounts) and all Related Rights,
 - (D) its Monetary Claims (to the extent not validly and effectively assigned pursuant to paragraph (iii) below and other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under this paragraph (a)(i)(D)),
 - (E) its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise),
 - (F) its Shares and all dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus preference, options, substitution, conversion, compensation or otherwise),
 - (G) its Intellectual Property and all Related Rights,
 - (H) any goodwill, rights and claims in relation to the uncalled capital of that New Chargor,
 - (I) (to the extent not validly and effectively assigned pursuant to paragraph (iii) below) each Insurance Policy of that New Chargor and all Related Rights in relation to those assets, and
 - (J) Material Property acquired by it after the date of this Deed
- (iii) by way of assignment by way of security (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest in and to the proceeds of each
 - (A) Insurance Policy of that New Chargor and all Related Rights,
 - (B) Monetary Claims of that New Chargor and all Related Rights,
 - (C) contracts or agreements to which that New Chargor is a party and all Related Rights, and
 - (D) Relevant Contracts to which that New Chargor is a party and all Related Rights

2.4 Floating charge

- (a) Each New Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future assets and undertakings
- (b) Each floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by the relevant New Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Secured Obligations

- (c) Each floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed

5. NOTICES

Each New Chargor confirms that its address details for notices are as follows

Address 2 Imperial Place, Maxwell Rd, Borehamwood, WD6 1JN

Facsimile N/A

Attention Company Secretary

Email [Sarah Livingston@elysiumhealthcare.co.uk](mailto:Sarah.Livingston@elysiumhealthcare.co.uk)
[Malcolm Coakley@elysiumhealthcare.co.uk](mailto:Malcolm.Coakley@elysiumhealthcare.co.uk)

6. GOVERNING LAW

This deed and all non-contractual obligations arising out of or in connection with it are governed by English law

7. JURISDICTION

7.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed)

7.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

7.3 Exclusive Jurisdiction

This Clause 7 (Jurisdiction) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 7.1 (English Courts), it does not prevent the Security Agent 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 whereof this deed has been duly executed on the date first above written

SCHEDULE 1
NEW CHARGORS

Company name	Registration number
Elysium Healthcare Limited	04063391
Elysium Healthcare No 2 Limited	06244878
Elysium Healthcare No 3 Limited	02989725
Elysium Healthcare No 4 Limited	03257732
Elysium Healthcare Property 1 Limited	05406117
Elysium Healthcare Property 2 Limited	05406155
Elysium Healthcare Property 3 Limited	05613375
Elysium Healthcare Property 4 Limited	05852393
Elysium Healthcare Property 5 Limited	05852377
Elysium Healthcare Property 6 Limited	07467929

SCHEDULE 2

SCHEDULE TO SECURITY ACCESSION DEED

MATERIAL PROPERTY

	Property Name	Property Title Description	Interest	Title Number	New Chorgor
1	Braeburn	Charles House, Charles Street, Salford (M6 7DU)	Leasehold	MAN283171	Elysium Healthcare No 2 Limited (Registered No 06244878)
2	Brierley Court	145 Church Lane, Manchester (M9 4LA)	Leasehold	MAN283173	Elysium Healthcare Limited (Registered No 04063391)
3	Brighton and Hove	18 New Church Road, Hove (BN3 4FH) 14-18 New Church Road, Hove (BN3 4FH)	Leasehold	ESX379667	Elysium Healthcare No 2 Limited (Registered No 06244878)
4	Bromley Road	86 Bromley Road, London (SE6 2UR) 88 Bromley Road, London (SE6 2UR) 84 Bromley Road, London (SE6 2UR)	Leasehold	TGL463111	Elysium Healthcare Property 4 Limited (Registered No 05852393)
5	Cefn Carnau	Cefn Carnau Hospital, Cefn Carnau Lane, Thornhill, Caerphilly (CF83 1LX)	Freehold	WA881251	Elysium Healthcare No 3 Limited (Registered No 02989725)
6	Chadwick	Chadwick Lodge, Chadwick Drive, Eaglestone West, Milton Keynes (MK6 5LS) Land at Chadwick Drive, Eaglestone	Leasehold	BM410930	Elysium Healthcare No 2 Limited (Registered No 06244878)

		West			
7	Farmfield	Land and buildings at Farmfield Hospital, Charlwood Road, Horley	Leasehold	SY841877	Elysium Healthcare Property 6 Limited (Registered No 07467929)
8	Keighley	2 Burley Court, Steeton, Keighley (BD20 6TU)	Leasehold	NYK439927	Elysium Healthcare No 4 Limited (Registered No 03257732)
	Keighley Satellite Site 1 (Ghyllside)	22 High Street, Steeton, Keighley			
		22a High Street, Steeton, Keighley (BD20 6NT)			
	Keighley Satellite Site 3 (Greenhill)	Greenhill, Station Road, Steeton, Keighley (BD20 6RY)			
	Keighley Satellite Site 2 (Hurstfield)	Hurstfield, Keighley Road, Cowling, Keighley (BD22 0LA)			
9	Ty Gwyn Hall	Ty Gwyn Hall, Llantilio Pertholey, Abergavenny (NP7 6NY)	Leasehold	CYM698803	Elysium Healthcare No 3 Limited (Registered No 02989725)
10	Potters Bar	Aspen House, 190 Barnet Road, Potters Bar (EN6 2SE)	Leasehold	HD559961	Elysium Healthcare No 2 Limited (Registered No 06244878)
		Aspen House, 190 Barnet Road, Potters Bar (EN6 2SE)			
11	Recovery First, Widnes	Land on the west side of Bennetts Lane, Widnes (WA8 0GT)	Leasehold	CH654686	Elysium Healthcare No 2 Limited (Registered No 06244878)
12	Rhodes Wood	The Mymwood Life Skills Centre, Shepherds Way, Brookmans Park, Hatfield (AL9 6NN)	Leasehold	HD559963	Elysium Healthcare Property 5 Limited (Registered No 05852377)

13	Spring Wood Lodge	Towngate House, 1 Town Gate Close, Guiseley, Leeds (LS20 9PQ)	Leasehold	YY77683	Elysium Healthcare Limited (Registered No 04063391)
14	St Neots	Priory Grange, Howitts Lane, Eynesbury, St Neots (PE19 2JA)	Leasehold	CB419567	Elysium Healthcare No 2 Limited (Registered No 06244878)
15	Sturt House	Sturts House Clinic, Chequers Lane, Tadworth (KT20 7RF) Sturt House Clinic, Sturts Lane, Walton On The Hill, Tadworth (KT20 7RQ)	Leasehold	SY841878	Elysium Healthcare No 2 Limited (Registered No 06244878)
16	Thornford Park	Thornford Park, Crookham Hill, Crookham Common, Thatcham (RG19 8ET) Thornfield Park, Crookham, Thatcham	Leasehold	BK481012	Elysium Healthcare No 2 Limited (Registered No 06244878)
17	Arbury Court	Delph Park, Townfield Road, Winwick, Warrington (WA2 8TR)	Leasehold	CH654689	Elysium Healthcare Property 3 Limited (Registered No 05613375)
18	The Spinney	The Spinney, Everest Road, Atherton, Manchester (M46 9NT)	Leasehold	MAN283181	Elysium Healthcare Property 2 Limited (Registered No 05406155)
19	Wellesley	Land adjoining Little Jurston Farm, Chelston, Wellington	Leasehold	ST332954	Elysium Healthcare Limited (Registered No 04063391)
20	Keighley Satellite Site 2 (Hurstfield)	Hurstfield, Keighley Road,	Freehold	NYK160613	Elysium Healthcare No 4

Execution Version

		Cowling, Keighley (BD22 0LA)			Limited (Registered No 03257732)
21	Thornford Park	(1) Thornford Park, Crookham Hill, Crookham Common, Thatcham (RG19 8ET) (2) Thornfield Park, Crookham, Thatcham	Freehold	(1) BK401651 and (2) BK335895	Elysium Healthcare No 2 Limited (Registered No 06244878)
22	Wellesley	Land adjoining Little Jurston Farm, Chelston, Wellington	Freehold	ST320905	Elysium Healthcare Limited (Registered No 04063391)

SHARES

Name of New Chargor	Shares
Elysium Healthcare Limited	3 ordinary shares in Elysium Healthcare Property 1 Limited 3 ordinary shares in Elysium Healthcare Property 2 Limited 3 ordinary shares in Elysium Healthcare Property 3 Limited 3 ordinary shares in Elysium Healthcare Property 4 Limited 3 ordinary shares in Elysium Healthcare Property 5 Limited
Elysium Healthcare No 2 Limited	1 ordinary share in Elysium Healthcare Property 6 Limited
Elysium Healthcare No 3 Limited	2 ordinary shares in Elysium Healthcare No 4 Limited

ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
Elysium Healthcare Limited	Trading	N/A	██████4642	15 10 00

INTELLECTUAL PROPERTY

Patents

None as at the date of this Deed

Trademarks

None as at the date of this Deed

RELEVANT CONTRACTS

None at the date of this Deed

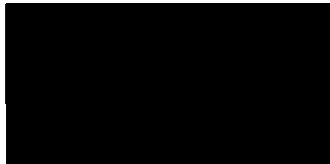
Execution Version

EXECUTION PAGE TO SECURITY ACCESSION DEED

**ELYSIUM HEALTHCARE
LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
LIMITED** acting by a director in
the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM - ADAMS

Address:

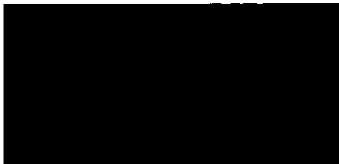
Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD6 1JN

Execution Version

**ELYSIUM HEALTHCARE NO.
2 LIMITED**

EXECUTED as a DEED by

ELYSIUM HEALTHCARE NO. 2
LIMITED acting by a director in
the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD6 1JN

Execution Version

ELYSIUM HEALTHCARE NO.
3 LIMITED

EXECUTED as a DEED by

ELYSIUM HEALTHCARE NO. 3
LIMITED acting by a director in
the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD8 1JN

Execution Version

**ELYSIUM HEALTHCARE NO.
4 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE NO. 4
LIMITED acting by a director in
the presence of:**



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysum Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD8 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 1 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 1 LIMITED** acting by
a director in the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD6 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 2 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 2 LIMITED** acting by
a director in the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

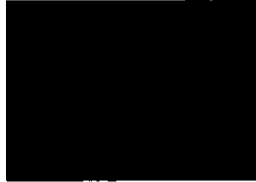
Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borshamwood
Herts WD6 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 3 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 3 LIMITED** acting by
a director in the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD6 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 4 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 4 LIMITED** acting
by a director in the presence of:

Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD8 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 5 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 5 LIMITED** acting by
a director in the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD8 1JN

Execution Version

**ELYSIUM HEALTHCARE
PROPERTY 6 LIMITED**

EXECUTED as a DEED by

**ELYSIUM HEALTHCARE
PROPERTY 6 LIMITED** acting by
a director in the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited
Unit 2
Imperial Place
Maxwell Road
Borehamwood
Herts WD8 1JN

Execution Version

THE SECURITY AGENT

EXECUTED as a DEED by BNP
PARIBAS, LONDON BRANCH
for and on its behalf by its duly
authorised Officer

Signature of witness:

Name (in BLOCK CAPITALS):

J A I M E W H

Address:

10 Harewood Avenue
London
NW1 6AA