



Registration of a Charge

Company name: **ELYSIUM HEALTHCARE (ULTIMATE CARE) LIMITED**
Company number: **05715862**



X7H4UR9L

Received for Electronic Filing: **22/10/2018**

Details of Charge

Date of creation: **18/10/2018**
Charge code: **0571 5862 0003**
Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**
Brief description: **N/A**

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: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5715862

Charge code: 0571 5862 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2018 and created by ELYSIUM HEALTHCARE (ULTIMATE CARE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd October 2018 .

Given at Companies House, Cardiff on 24th October 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**

EXECUTION VERSION

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 18 October 2018.

BETWEEN:

- (1) The companies listed in Schedule 1 (*New Chargors*) (the "**New Chargors**" and each a "**New Chargor**"); and
- (2) **WILMINGTON TRUST (LONDON) LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 11 April 2018, as amended from time to time, between Elysium Healthcare Holdings 2 Limited, Elysium Healthcare Holdings 3 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

- (a) Terms defined in the Debenture shall have the same meaning when used in this deed.
- (b) In this deed, "**Restricted Assets**" means any assets subject to third party arrangements which could reasonably be expected to prevent those assets from being charged.

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 other Real Property (other than Excluded 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)(ii)(A) above;
 - (C) its Accounts and all Related Rights;
 - (D) its Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this deed) and all Related Rights (to the extent not already charged under this paragraph (a)(ii)(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 Relevant Contract and each Insurance Policy of the New Chargor and all Related Rights in relation to those assets; and
 - (J) Material Property and all other Real Property (other than Excluded Property) acquired by it after the date of this Deed; and
 - (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; and
 - (B) Relevant Contracts to which that New Chargor is a party and all Related Rights,
- in each case, excluding any Restricted Assets.

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 of the New Chargor other than any Restricted Assets.
- (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.

2.5 Third party consents

- (a) If a New Chargor has an interest in any Restricted Asset which the Arrangers determine to be material to the business or assets of the Group (taken as a whole), such New Chargor shall use reasonable endeavours to obtain consent from the relevant third party to the grant of Security over such Restricted Asset provided that such New Chargor shall not be required to use reasonable endeavours to obtain such consent if the Parent determines that to do so would place commercial relationships with third parties in jeopardy.
- (b) There shall be no further obligation to use reasonable endeavours to obtain the consent referred to in paragraph 2.5(a) above if the relevant New Chargor, having used reasonable endeavours to obtain such consent for 20 Business Days, has not been able to obtain such consent.

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: Mark Robson / Company Secretary

Email: Mark.Robson@elysiumhealthcare.co.uk Sarah.Livingston@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 (Ultimate Care) Limited	05715862
Focus on Care Recruitment Limited	04012937
Elysium Healthcare (St Mary's) Limited	05131149
Elysium Healthcare (All Saints) Limited	07807446
CareProgress Limited	03865854
London Care Partnership Limited	06045903

SCHEDULE 2

MATERIAL PROPERTY

	Property Name	Property Title Description	Interest	Title Number	New Chorgor
1.	St Mary's Hospital, Warrington	Land On The east side Of Winwick Road, Warrington	Freehold	CH542918	Elysium Healthcare (St Mary's) Limited (05131149)
		Land adjoining St Mary's Hospital, Floyd Drive, Warrington	Freehold	CH585452	
2.	All Saints Hospital, Oldham	All Saints Hospital, 159 Grange Avenue, Oldham (OL8 4EF)	Freehold	MAN45146	Elysium Healthcare (All Saints) Limited (07807446)
		The Coach House, Wellington Road, Oldham	Leasehold	GM397731	
		Land and buildings on the north side of Grange Avenue, Oldham (OL8 4EF)	Leasehold	GM840643	
		Land and buildings lying to the South-East of Grange Avenue, Oldham	Leasehold	GM683955	
		All Saints Hospital, 159 Grange Avenue, Oldham (OL8 4EF)	Leasehold	GM402849	
		Land at All Saints Hospital, 159 Grange Avenue, Oldham (OL8	Leasehold	GM388550	

	Property Name	Property Title Description	Interest	Title Number	New Chargor
		4EF)			
3.	13 Alexandra Gardens	13 Alexandra Gardens, Hounslow (TW3 4HT)	Freehold	MX67140	London Care Partnership Limited (06045903)

SHARES

Name of New Chargor	Shares
Elysium Healthcare (Ultimate Care) Limited	2 ordinary shares of £1.00 each in the capital of Focus On Care Recruitment Limited
	1 ordinary share of £1.00 in the capital of Elysium Healthcare (St Mary's) Limited
	2 ordinary shares of £1.00 each in the capital of Elysium Healthcare (All Saints) Limited
CareProgress Limited	3 ordinary shares of £1.00 each in the capital of London Care Partnership Limited
	100 ordinary shares of £1.00 each in the capital of London Care Partnership Community Care Services Limited
London Care Partnership Limited	100 ordinary shares of £1.00 each in the capital of London Care Partnership (Supported Living) Limited

ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
Elysium Healthcare (Ultimate Care) Limited (05715862)	Trading	N/A	8240	20-51-01
Focus on Care Recruitment Limited (04012937)	Trading	N/A	3659	20-51-01
Elysium Healthcare (St Mary's) Limited (05131149)	Trading	N/A	0183	20-51-01
Elysium Healthcare (All Saints) Limited (07807446)	Trading	N/A	2688	20-51-01
London Care Partnership Limited (06045903)	Trading	N/A	9618	20-47-23
London Care Partnership Limited (06045903)	Trading	N/A	4441	82-64-19

INTELLECTUAL PROPERTY

Patents

None at the date of this Deed

Trademarks

None at the date of this Deed

RELEVANT CONTRACTS

None at the date of this Deed

EXECUTION PAGE TO SECURITY ACCESSION DEED

**ELYSIUM HEALTHCARE
(ULTIMATE CARE) LIMITED**

EXECUTED as a DEED by

ELYSIUM HEALTHCARE
(ULTIMATE CARE) LIMITED
acting by a director in the presence
of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

**FOCUS ON CARE
RECRUITMENT LIMITED**

EXECUTED as a DEED by

FOCUS ON CARE
RECRUITMENT LIMITED acting
by a director in the presence of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

**ELYSIUM HEALTHCARE (ST
MARY'S) LIMITED**

EXECUTED as a DEED by

ELYSIUM HEALTHCARE (ST
MARY'S) LIMITED acting by a
director in the presence of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

**ELYSIUM HEALTHCARE
(ALL SAINTS) LIMITED**

EXECUTED as a DEED by

ELYSIUM HEALTHCARE (ALL
SAINTS) LIMITED acting by a
director in the presence of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

CAREPROGRESS LIMITED

EXECUTED as a DEED by

CAREPROGRESS LIMITED
acting by a director in the presence
of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

**LONDON CARE
PARTNERSHIP LIMITED**

EXECUTED as a DEED by

LONDON CARE PARTNERSHIP
LIMITED acting by a director in
the presence of:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Signature of witness:

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS):

SOPHIE STUART

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]

THE SECURITY AGENT

EXECUTED as a DEED by

[REDACTED UNDER s859G OF THE
COMPANIES ACT 2006]

**WILMINGTON TRUST
(LONDON) LIMITED**

Signature of witness:

Sajada Afzal
Vice President

[REDACTED UNDER
s859G OF THE
COMPANIES ACT 2006]

Name (in BLOCK CAPITALS): *CANDICE DE REYCK*

Address:

[REDACTED UNDER s859G OF THE COMPANIES ACT 2006]