



Registration of a Charge

Company name: **AUTISM CARE UK (4) LIMITED**

Company number: **07884044**



X8E9TXA2

Received for Electronic Filing: **18/09/2019**

Details of Charge

Date of creation: **12/09/2019**

Charge code: **0788 4044 0006**

Persons entitled: **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, 8 CANADA SQUARE E14 5HQ, AS SECURITY AGENT (AS SECURITY AGENT FOR THE SECURED PARTIES)**

Brief description:

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7884044

Charge code: 0788 4044 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2019 and created by AUTISM CARE UK (4) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2019 .

Given at Companies House, Cardiff on 19th September 2019

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**

DATED 12 SEPTEMBER 2019

THE CHARGORS

IN FAVOUR OF

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED
AS SECURITY AGENT

THIRD SUPPLEMENTAL DEED OF CHARGE
RELATING TO THE DEBENTURE
DATED 29 JUNE 2012 IN CONNECTION WITH THE
SENIOR FACILITIES AGREEMENT DATED 8 JUNE
2012 (AS AMENDED AND RESTATED FROM TIME
TO TIME)

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THIS THIRD SUPPLEMENTAL DEED OF CHARGE (the "**Third Supplemental Deed of Charge**") is made by way of deed on 12 September 2019

BY:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) hereto (each a "**Chargor**" and together the "**Chargors**").

IN FAVOUR OF:

- (2) **HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED** as security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**").

RECITALS:

- (A) The Lenders made certain facilities available to the Borrowers pursuant to the Original Senior Facilities Agreement (as defined below).
- (B) Pursuant to the Original Target Debenture, the Chargors created security over the Charged Property in respect of the Secured Obligations.
- (C) The Original Senior Facilities Agreement was amended pursuant to a first supplemental agreement dated 16 January 2014, a second supplemental agreement dated 17 July 2014, a third supplemental agreement dated 29 June 2015 and a fourth supplemental agreement dated 26 May 2017 and the Chargors confirmed the existing security created pursuant to certain of the Original Security Documents and granted security over the Charged Property in respect of the Secured Obligations as defined in the Original Target Debenture in the First Supplemental Deed of Charge and the Second Supplemental Deed of Charge.
- (D) The Original Senior Facilities Agreement has been further amended and restated by the Supplemental Agreement (as defined below).
- (E) The Chargors wish to confirm the existing security created pursuant to the Original Security Documents and grant security over the Charged Property in respect of the Amended Secured Obligations.
- (F) This Third Supplemental Deed of Charge is supplemental to the Original Security Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Third Supplemental Deed of Charge:

"Amended Senior Facilities Agreement" means the Original Senior Facilities Agreement as amended and restated by the Supplemental Agreement.

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Documents and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Fifth Effective Date.

"Original Target Debenture" has the meaning given to that term in Schedule 2 (*Security Documents*) hereto.

"Original Senior Facilities Agreement" means the senior facilities agreement dated 8 June 2012 between, amongst others, GE Corporate Finance Bank SCA, The Governor and Company of the Bank of Ireland, HSBC Bank plc, Lloyds Bank plc, RBC Capital Markets (a trading division of Royal Bank of Canada) and The Royal Bank of Scotland plc (acting as agent for National Westminster Bank plc) as arrangers, HSBC Bank plc as agent and security agent and the financial institutions named therein as lenders as amended from time to time before the Fifth Effective Date.

"Original Security Documents" means the documents specified in Schedule 2 (*Security Documents*) hereto.

"Original Security" means the Security created under the Original Security Documents.

"Supplemental Agreement" means the supplemental agreement dated 12 September 2019 between, amongst others, Listrac Midco Limited as parent, HSBC Bank plc as agent, the companies named in the Supplemental Agreement as Obligors and the financial institutions named in the Supplemental Agreement as Lenders.

1.2

Terms defined in other Finance Documents

Unless defined in this Third Supplemental Deed of Charge, or the context otherwise requires, a term defined in the Original Security Documents, the Supplemental Agreement or the Amended Senior Facilities Agreement has the same meaning in this Third Supplemental Deed of Charge or any notice given under or in connection with this Third Supplemental Deed of Charge.

1.3

Construction

1.3.1 The rules of construction set out in clause 1.2 (*Construction*) and 1.5 (*Third Party Rights*) of the Amended Senior Facilities Agreement shall apply to the construction of this Third Supplemental Deed of Charge.

1.3.2 In this Third Supplemental Deed of Charge any reference to the "**Security Agent**", the "**Chargors**", the "**Agent**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests.

1.3.3 From the Fifth Effective Date the Original Security Documents shall each be read and construed as one document with this Third Supplemental Deed of Charge.

- 1.3.4 References in this Third Supplemental Deed of Charge to any Clause or Schedule shall be to a clause or schedule contained in this Third Supplemental Deed of Charge.

2. CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Fifth Effective Date, the Original Security created under the Original Security Documents to which it is a party shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 2 (*Amendments*) of the Supplemental Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Senior Facilities Agreement).

3. SUPPLEMENTAL SECURITY

3.1 Fixed Charges

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security:

- 3.1.1 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Third Supplemental Deed of Charge (or, if later, the date on which such Chargor accedes as a party to this Third Supplemental Deed of Charge) shall be a charge by way of legal mortgage) all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party including, without limitation, any landlord) the Material Real Property;
- 3.1.2 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Third Supplemental Deed of Charge (or, if later, the date on which such Chargor accedes as a party to this Third Supplemental Deed of Charge) shall be a charge by way of legal mortgage) all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party including, without limitation, any landlord) the Real Property;
- 3.1.3 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Tangible Moveable Property;

- 3.1.4 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of a fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Accounts;
- 3.1.5 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) any goodwill and rights in relation to the uncalled capital of such Chargor;
- 3.1.6 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Intellectual Property;
- 3.1.7 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Investments;
- 3.1.8 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise); and
- 3.1.9 each Chargor charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of fixed charge all such Chargor's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Third Supplemental Deed of Charge.

3.2 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended

Secured Obligations all such Chargor's right, title and interest from time to time in and to each of the following assets:

- 3.2.1 the proceeds of any Insurance Policy and all Related Rights;
- 3.2.2 all rights and claims in relation to any Assigned Account;
- 3.2.3 each of the Specific Contracts; and
- 3.2.4 any agreements, contracts, deeds, leases, licences, undertaking, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property except to the extent that they are subject to any fixed security created under any other terms of the Original Security Documents or this Third Supplemental Deed of Charge.

3.3 Floating Charge

- 3.3.1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of floating charge all present and future assets and undertaking of such Chargor other than the Excluded Assets.
- 3.3.2 The floating charge created by sub-clause 3.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties.
- 3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4. AMENDMENT TO THE ORIGINAL TARGET DEBENTURE

With effect from the Fifth Effective Date, the definition of "**Material Real Property**" in Clause 1.1 (*Definitions*) of the Original Target Debenture shall be deleted in its entirety and replaced with the following new definition:

"Material Real Property" means:

- (a) the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Material Real Property*) or in any Security Accession Deed by which a Chargor becomes a party to this Debenture;
- (b) each Chargor's interest in any freehold or leasehold property in England and Wales which the relevant Chargor has acquired after the date of this Debenture which interest has an acquisition price or book value in excess of £400,000; and

- (c) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

5. MISCELLANEOUS

5.1 Incorporation of terms

5.1.1 Subject to Clause 5.1.2 below, the provisions of clauses 2 (*Payment of Secured Obligations*), 4 (*Crystallisation of Floating Charge*), 5 (*Perfection of Security*), 6 (*Further Assurance*), 7 (*Negative Pledge and Disposals*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension and Variation of the Law of Property Act 1925*), 15 (*Security Agent's Obligations*), 16 (*Appointment of Receiver or Administrator*), 17 (*Powers of Receiver*), 18 (*Application of Monies*), 19 (*Protection of Purchasers*), 20 (*Power of Attorney*), 21 (*Effectiveness of Security*), 22 (*Release of Security*), 23 (*Set-off*), 24 (*Subsequent Security Interests*), 25 (*Assignment*), 26 (*Discretion and Delegation*) and 28 (*Jurisdiction*) (and including Schedule 7 (*Forms of Notice of Assignment*) and Schedule 8 (*Form of Legal Mortgage*)) of the Original Target Debenture are incorporated into this Third Supplemental Deed of Charge as if set out in full in this Third Supplemental Deed of Charge, but so that references into those clauses to:

- (a) the "**Facility Agreement**" are references to the "Amended Senior Facilities Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations"; and
- (c) "**Charged Property**" are references to the assets of the Company charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Third Supplemental Deed of Charge; and
- (d) "**this Debenture**" are references to this Third Supplemental Deed of Charge.

5.1.2 For so long as the Original Security Documents remain in full force and effect, the Chargors shall not be required to:

- (a) serve the notices that would otherwise be required to be served on or about the date of this Third Supplemental Deed of Charge pursuant to clause 5.1.1(a) and clause 5.1.2 of the Original Target Debenture to the extent that these have already been provided under the Original Security Documents;
- (b) deliver to the Security Agent any deeds, certificates or other documents constituting or evidencing the Chargor's title to Real Property that would otherwise be required to be delivered on or about the date of this Third Supplemental Deed of Charge pursuant to clause

5.3.1 of the Original Target Debenture to the extent that these have already been delivered to the Security Agent under the Original Security Documents;

- (c) deliver to the Security Agent any certificates or other documents of title to the Shares that would otherwise be required to be delivered on or about the date of this Third Supplemental Deed of Charge pursuant to clause 5.7.1 of the Original Target Debenture to the extent that these have already been delivered to the Security Agent under the Original Security Documents; or
- (d) provide the notification to the Security Agent that would otherwise be required on or about the date of this Third Supplemental Deed of Charge pursuant to clause 9.1 of the Original Target Debenture to the extent that this has already been provided to the Security Agent under the Original Security Documents.

5.1.3 The requirements imposed on the Chargors pursuant to Clause 5.3.1 of the Original Target Debenture shall not apply in respect of the 2019 Additional Properties as defined in the Supplemental Agreement.

5.2 Original Security Document

Except insofar as supplemented or amended by this Third Supplemental Deed of Charge, the Original Security Documents shall remain in full force and effect.

5.3 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Documents shall continue in full force and effect notwithstanding this Third Supplemental Deed of Charge and shall not merge in any security constituted by this Third Supplemental Deed of Charge or be released, extinguished or affected in any way by the security constituted by this Third Supplemental Deed of Charge.

5.4 Counterparts

This Third Supplemental Deed of Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Third Supplemental Deed of Charge.

6. GOVERNING LAW

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

THIS THIRD SUPPLEMENTAL DEED OF CHARGE has been signed on behalf of the Security Agent and executed as a deed by the Chargors and is delivered by it on the date specified above.

SCHEDULE 1
CHARGORS¹

Name of Chargor	Registered Number
Lifeways Finance Limited	06295365
Lifeways Independent Living Alliance Limited	04036447
Lifeways Inclusive Lifestyles Limited	04796545
Lifeways Paragon Limited	04301284
Lifeways Raglin Limited	02740383
Lifeways Community Care Limited	04126127
Future Home Care Ltd.	04829670
Community Care Solutions Limited	04122627
Social Care Solutions Limited	06404664
Total Home Care Solutions Limited	03847392
Autism Care (Bedford) Limited	08809155
Autism Care (North West) Limited	04298661
Autism Care (Properties) Limited	02785715
Autism Care (UK) Limited	03997337
Autism Care Properties (2) Limited	06511089
Autism Care UK (2) Limited	07266463
Autism Care UK (3) Limited	07762575
Autism Care UK (4) Limited	07884044
Burgess Care Limited	03156981
Living Ambitions Limited	02622175
Homebridge Two Limited	02772562

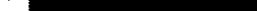
¹ CC Drafting note: to be confirmed by A&O

SCHEDULE 2 SECURITY DOCUMENTS

A debenture dated 29 June 2012 and made between Lifeways Holdings Limited, Lifeways Finance Limited, ILA Holdings Limited, Inclusion Holdings Limited, The SLC Group Limited, Lifeways Independent Living Alliance Limited, Lifeways Inclusive Lifestyles Limited, Inclusion by Design Limited, Lifeways Paragon Limited, Lifeways Raglin Limited, Oaklands Community Care Limited and Lifeways Community Care Limited and the Security Agent (the " Original Target Debenture ").
The mortgage dated 29 June 2012 and made between Lifeways Community Care Limited and the Security Agent.
The security accession dated 21 May 2014 and made between Future Home Care Ltd and the Security Agent.
The supplemental deed of charge dated 17 July 2014 and made between Lifeways Holdings Limited, Lifeways Finance Limited, ILA Holdings Limited, Inclusion Holdings Limited, The SLC Group Limited, Lifeways Independent Living Alliance Limited, Lifeways Inclusive Lifestyles Limited, Inclusion by Design Limited, Lifeways Paragon Limited, Lifeways Raglin Limited, Oaklands Community Care Limited, Lifeways Community Care Limited, Future Home Care Ltd and the Security Agent (the " First Supplemental Deed of Charge ").
The mortgage dated 17 July 2014 and made between Lifeways Community Care Limited and the Security Agent.
The security accession dated 23 April 2015 and made between Care Solutions Group Ltd, Care Solutions (Holdings) Limited, Community Care Solutions Limited, Social Care Solutions Limited, Total Home Care Solutions Limited and the Security Agent.
The supplemental deed of charge dated 29 June 2015 and made between Lifeways Holdings Limited, Lifeways Finance Limited, ILA Holdings Limited, Inclusion Holdings Limited, The SLC Group Limited, Lifeways Independent Living Alliance Limited, Lifeways Inclusive Lifestyles Limited, Inclusion by Design Limited, Lifeways Paragon Limited, Lifeways Raglin Limited, Oaklands Community Care Limited, Lifeways Community Care Limited, Future Home Care Ltd, Care Solutions Group Ltd, Care Solutions (Holdings) Limited, Community Care Solutions Limited, Social Care Solutions Limited, Total Home Care Solutions Limited and the Security Agent (the " Second Supplemental Deed of Charge ").
The mortgage dated 29 June 2015 and made between Lifeways Community Care Limited and the Security Agent.
The security accession dated 6 November 2015 and made between Autism Care (Bedford) Limited, Autism Care (North West) Limited, Autism Care (Properties) Limited, Autism Care (UK) Holdings Limited, Autism Care (UK) Limited, Autism Care Properties (2) Limited, Autism Care UK (2) Limited, Autism Care UK (3) Limited, Autism Care UK (4) Limited, Burgess Care Limited, Living Ambitions Limited, Homebridge Two Limited and the Security Agent.
The mortgage dated 6 November 2015 and made between Autism Care Properties (2)

Limited and the Security Agent.
The mortgage dated 6 November 2015 and made between Homebridge Two Limited and the Security Agent.
The mortgage dated 6 November 2015 and made between Living Ambitions Limited and the Security Agent.
The mortgage dated 31 August 2016 and made between Homebridge Two Limited and the Security Agent.

EXECUTED as a DEED
by **LIFEWAYS INDEPENDENT LIVING ALLIANCE LIMITED**

.....


 Signature of director

 Matt Stevens

 Name of Director

in the presence of: _____

Signature of witness

Name of witness

Address of witness

Occupation of witness

Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair and views the target through a video camera. The target is a small object (e.g., a ball) that is suspended in the air. The subject's hand is positioned near the target. The video camera is positioned above the target and the subject's hand. The video camera is connected to a computer, which displays the video image on a monitor. The subject's hand is positioned near the target. The video camera is positioned above the target and the subject's hand. The video camera is connected to a computer, which displays the video image on a monitor.

Matt Stevens

in the presence of:

ACE Walsh

ALLEN & OVERY LLP

ONE BISHOPS SQUARE

LONDON E1 6AD

www.allenoverly.com

Trainee Solicitor

[REDACTED]

Matt Stevens

[illegible]

***** Alex Walsh *****

ALLEN & OVERY LLP
ONE BISHOPSPURWAY

ONE BISHOPS SQUARE
LONDON E1 6AD

www.allenoverly.com

Trained Subjects

35

EXECUTED as a DEED
by LIFEWAYS RAGLIN LIMITED

Signature of director
Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS COMMUNITY CARE LIMITED

Signature of director
Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by FUTURE HOME CARE LTD.

[Redacted Signature]

Signature of director

Matt Stevens

Name of Director

in the presence of:

[Redacted Signature]

Signature of witness

Alex Walsh

Name of witness

ALLEN & OVERY LLP

Address of witness

ONE BISHOPS SQUARE

LONDON E1 6AD

www.allenoverly.com

Trainee Solicitor

Occupation of witness

EXECUTED as a DEED
by COMMUNITY CARE SOLUTIONS LIMITED

.....
 Signature of director
 Matt Stevens
 Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by SOCIAL CARE SOLUTIONS LIMITED

.....
 Signature of director
 Matt Stevens
 Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by TOTAL HOME CARE SOLUTIONS LIMITED

Signature of director
Name of Director

in the presence of:

Signature of witness
Name of witness

.....ALLEN & OVERY LLP..... Address of witness

ONE BISHOPS SQUARE
LONDON E1 6AD
T: 020 7464 0000
E: enquiries@willsol.co.uk
W: www.willsol.co.uk

**EXECUTED as a DEED
by AUTISM CARE (BEDFORD) LIMITED**

Signature of director
Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by AUTISM CARE (NORTH WEST) LIMITED


Signature of director
Matt Stevens
Name of Director

in the presence of:


Signature of witness
Alex Walsh
Name of witness

ALLEN & OVERY LLP
Address of witness
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

Trainee Solicitor
Occupation of witness

EXECUTED as a DEED
by AUTISM CARE (PROPERTIES) LIMITED

..... Signature of director

.....Matt Stevens..... Name of Director

in the presence of:

Signature of witness

..... Alex Walsh Name of witness

ALLEN & OVERY LLP
CHARTERED ACCOUNTANTS
Address of witness

.....ONE BISHOPS SQUARE.....Address of witness

LONDON E1 6AD

www.allenoverly.com

Trainee Solicitor Occupation of witness

Signature of director
Name of Director

Signature of witness

Name of witness

Address of witness

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

70-40706729

EXECUTED as a DEED
by AUTISM CARE PROPERTIES (2) LIMITED


Signature of director
Matt Stevens
Name of Director

in the presence of:


Signature of witness
Alex Walsh
Name of witness
ALLEN & OVERY LLP
Address of witness
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com
Occupation of witness
Trainee Solicitor


Matt Stevens

Name of Director

Alex Walsh

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by AUTISM CARE UK (3) LIMITED

Signature of director
Name of Director

in the presence of:

..... Signature of witness

..... Alex Walsh Name of witness

ALLEN & OVERY LLP Address of witness

ONE BISHOPS SQUARE
LONDON E1 6AD

www.allenoverly.com

Trainee Solicitor Occupation of witness

EXECUTED as a DEED
by AUTISM CARE UK (4) LIMITED

.......... Signature of director
.....*Math Stevens*..... Name of Director

in the presence of:

.......... Signature of witness
.....*Alex Walsh*..... Name of witness

.....*ALLEN & OVERY LLP*..... Address of witness
.....*ONE BISHOPS SQUARE*.....
.....*LONDON E1 6AD*.....
.....*www.allenoverly.com*.....

.....*Trainee Solicitor*..... Occupation of witness

EXECUTED as a DEED
by BURGESS CARE LIMITED

[Redacted Signature]

Signature of director

Matt Stevens

Name of Director

in the presence of:

[Redacted Signature]

Signature of witness

Alex Walsh

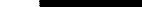
Name of witness

ALLEN & OVERY LLP
ONE BISHOPS SQUARE
LONDON E1 6AD
www.allenoverly.com

Address of witness

Trainee Solicitor

Occupation of witness


 Matt Stevens

Name of Director

ACex Walsh

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by HOMEBRIDGE TWO LIMITED

Signature of director
Name of Director

in the presence of:

Signature of witness

Name of witness

Address of witness

Occupation of witness

The Security Agent

SIGNED for and on behalf of

HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED

By: 

Address: Simon Lazarus
Authorised Signatory
HSBC Corporate Trustee Company (UK) Limited
8 Canada Square
Fax:
Attention: Simon Lazarus