



Registration of a Charge

Company name: **HEALTHLINC INDIVIDUAL CARE LIMITED**

Company number: **01440442**



X6FJ64D6

Received for Electronic Filing: **22/09/2017**

Details of Charge

Date of creation: **19/09/2017**

Charge code: **0144 0442 0021**

Persons entitled: **BNP PARIBAS, LONDON BRANCH (THE 'SECURITY AGENT')**

Brief description: **PROPERTIES KNOWN AS (I) BRADLEY WOODLANDS, LOCATED AT NURSING HOME, BRADLEY ROAD, BRADLEY, GRIMSBY (TITLE NO. HS306079) AND (II) HEALTHLINC HOUSE, LOCATED AT CLIFF ROAD, WELTON, LINCOLN, LN2 3JN (TITLE NO. LL40754).**

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: **JENNIFER SPRING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1440442

Charge code: 0144 0442 0021

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2017 and created by HEALTHLINC INDIVIDUAL CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2017 .

Given at Companies House, Cardiff on 26th September 2017

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

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 19 September 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 (i) the Security Accession Deed dated 26 January 2017 between BNP Paribas, London Branch as the security agent and the new chargors, as defined therein; (ii) the Security Accession Deed dated 4 May 2017 between BNP Paribas, London Branch as the security agent and the new chargors, as defined therein; (iii) the Security Accession Deed dated 4 May 2017 between BNP Paribas, London Branch as the security agent and Sunflower Property S.à r.l. as new chargor and further 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 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 (excluding any client fund Accounts) and all Related Rights;
 - (D) 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);
 - (E) 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);
 - (F) its Intellectual Property and all Related Rights;
 - (G) any goodwill, rights and claims in relation to the uncalled capital of that New Chargor;
 - (H) (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
 - (I) 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; and
 - (B) 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: Mark.Robson@elysiumhealthcare.co.uk Sarah.Livingson@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
Stanley House Limited	05755615
Lighthouse Healthcare Group Limited	08953187
Lighthouse Healthcare Limited	05820919
Acorn Care Limited	03147293
Acorn Care (Welshpool) Limited	04227738
Healthline Individual Care Limited	01440442
Field House (Alfreton) Limited	05148271

SCHEDULE 2

SCHEDULE TO SECURITY ACCESSION DEED

MATERIAL PROPERTY

Property Name	Property Description	Interest	Title Number	Chargor
Bradley Woodlands	Nursing Home, Bradley Road, Bradley, Grimsby	Freehold	HS306079	Healthline Individual Care Limited
Healthline House	Healthline House, Cliff Road, Welton, Lincoln, LN2 3JN	Freehold	LL40754	Healthline Individual Care Limited
The Woodhouse	The Woodhouse, Lockwood Road, Cheadle, Stoke-On- Trent, ST10 4QU	Freehold	SF354638	Acorn Care Limited
Woodhouse Farm	Woodhouse Farm, Lockwood Road, Cheadle, Stoke-On- Trent, ST10 4QU	Freehold	SF401550	Acorn Care Limited
Woodhouse Cottage	Woodhouse Cottage, Lockwood Road, Cheadle, Stoke-On-Trent, ST10 4QU	Freehold	SF456537	Acorn Care Limited
Ballington House	Ballington House, Westfields, Leek, ST13 5LP	Freehold	SF541766	Lighthouse Healthcare Limited
Stanley House	Stanley House, Bosbury, Ledbury, HR8 1HB	Freehold	HE31506	Stanley House Limited

SHARES

Name of New Chargor	Shares
Lighthouse Healthcare Group Limited	16,327 Ordinary Shares of £0.01 each in the capital of Lighthouse Healthcare Limited
Lighthouse Healthcare Limited	75,000 Ordinary Shares of £1.00 each in the capital of Acorn Care Limited
Lighthouse Healthcare Limited	1,000 Ordinary Shares of £1.00 each in the capital of Acorn Care Welshpool Limited
Lighthouse Healthcare Limited	15,000 Ordinary Shares of £1.00 each in the capital of Healthlinc Individual Care Limited
Lighthouse Healthcare Limited	150 Ordinary Shares of £1.00 each in the capital of Field House (Alfreton) Limited

ACCOUNTS

New Chargor	Account type	Account name	Account number	Sort code
Lighthouse Healthcare Group Limited	Deposit	Lighthouse Healthcare Group Ltd	■■■■2060	80-20-19
Lighthouse Healthcare Group Limited	Current	Lighthouse Healthcare Group Ltd	■■■■1068	80-20-19
Lighthouse Healthcare Limited	Deposit	Lighthouse Healthcare Ltd	■■■■5864	80-20-19
Lighthouse Healthcare Limited	Current	Lighthouse Healthcare Ltd	■■■■6389	80-20-19
Acorn Care Limited	Deposit	Acorn Care Limited	■■■■6066	80-20-19
Acorn Care Limited	Current	Acorn Care Limited	■■■■4210	80-20-19
Acorncare (Welshpool) Limited	Deposit	Acorncare (Welshpool) Ltd	■■■■5960	80-20-19
Acorncare (Welshpool) Limited	Current	Acorncare (Welshpool) Ltd	■■■■7154	80-20-19
Healthlinc Individual Care Limited	Deposit	Healthlinc Individual Care Limited	■■■■6162	80-20-19

Healthline Individual Care Limited	Current	Healthline Individual Care Limited	████4173	80-20-19
Field House (Alfreton) Limited	Deposit	Field House (Alfreton) Limited	████6269	80-20-19
Field House (Alfreton) Limited	Current	Field House (Alfreton) Limited	████4202	80-20-19
Stanley House Limited	Current	Stanley House Limited	████9423	20-46-06
Stanley House Limited	Savings	Stanley House Limited	████3135	20-46-06

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 PAGE TO SECURITY ACCESSION DEED

STANLEY HOUSE LIMITED

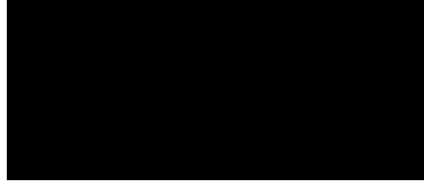
EXECUTED as a DEED by

STANLEY HOUSE LIMITED
acting by a director in the presence
of:

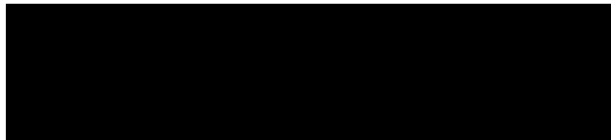
Signature of witness:

Name (in BLOCK CAPITALS):

Address:



KATIE-LOUISE NECHIO



**LIGHTHOUSE HEALTHCARE
GROUP LIMITED**

EXECUTED as a DEED by

LIGHTHOUSE HEALTHCARE
GROUP LIMITED acting by a
director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

KATIE-LOUISE NEICKO

Address:

**LIGHTHOUSE HEALTHCARE
LIMITED**

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS):

KATIE- LOUISE NEIKO

Address:

ACORN CARE LIMITED

EXECUTED as a DEED by

ACORN CARE LIMITED acting
by a director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

KATIE - LOUISE NECHLO

Address:

**ACORN CARE (WELSHPOOL)
LIMITED**

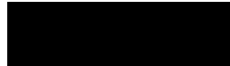
EXECUTED as a DEED by

ACORN CARE (WELSHPOOL)
LIMITED acting by a director in
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:



KATIE-LOUISE NEICHO



**HEALTHLINC INDIVIDUAL
CARE LIMITED**

EXECUTED as a DEED by

HEALTHLINC INDIVIDUAL
CARE LIMITED acting by a
director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

KATIE-LOUISE WEICHO

Address:

**FIELD HOUSE (ALFRETON)
LIMITED**

EXECUTED as a DEED by

FIELD HOUSE (ALFRETON)
LIMITED acting by a director in
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:



KATIE LOUISE NERHO



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): **JAIME WU**

Address: