



**Registration of a Charge**

Company name: **ELYSIUM HEALTHCARE (ACORN CARE) LIMITED**

Company number: **03147293**



X78LCLSB

Received for Electronic Filing: **21/06/2018**

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**Details of Charge**

Date of creation: **14/06/2018**

Charge code: **0314 7293 0017**

Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**

Brief description: **FREEHOLD PROPERTIES KNOWN AS THE WOODHOUSE, THE WOODHOUSE FARM AND THE WOODHOUSE COTTAGE, LOCKWOOD ROAD, CHEADLE, STOKE-ON-TRENT, ST10 4QU REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS SF354638, SF401550, SF456537.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: 3147293

Charge code: 0314 7293 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2018 and created by ELYSIUM HEALTHCARE (ACORN CARE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st June 2018 .

Given at Companies House, Cardiff on 25th June 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**

## SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 14 JUNE 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 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](mailto:Mark.Robson@elysiumhealthcare.co.uk) [Sarah.Livingston@elysiumhealthcare.co.uk](mailto: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**

| <b>Company Name</b>                              | <b>Registration number</b> |
|--------------------------------------------------|----------------------------|
| The Bridge Care Centre Limited                   | 10310700                   |
| Darlington Neurological Care Centre Limited      | 10532297                   |
| Lighthouse Healthcare Group Limited              | 08953187                   |
| Stanley House Limited                            | 05755615                   |
| Elysium Healthcare (Farndon) Limited             | 05255132                   |
| Elysium Healthcare LC Limited                    | 10492029                   |
| Elysium Healthcare Limited                       | 04063391                   |
| Elysium Healthcare No. 2 Limited                 | 06244878                   |
| Elysium Healthcare No. 3 Limited                 | 02989725                   |
| Elysium Neurological Services Limited            | 08002473                   |
| Elysium Neurological Services (Adderley) Limited | 09595914                   |
| Broadham Care Limited                            | 05442152                   |
| Elysium Healthcare (Lighthouse) Limited          | 05820919                   |
| 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                   |



| Company Name                                  | Registration number |
|-----------------------------------------------|---------------------|
| Elysium Healthcare No. 4 Limited              | 03257732            |
| Elysium Neurological Services (Badby) Limited | 05558328            |
| Elysium Healthcare (Phoenix) Limited          | 04227738            |
| Elysium Healthcare (Acorn Care) Limited       | 03147293            |
| Elysium Healthcare (Healthline) Limited       | 01440442            |
| Elysium Healthcare (Field House) Limited      | 05148271            |
| H&SCP Gregory House Ltd                       | 09221811            |
| Workington (Furness) Limited                  | 06538359            |
| Gregory House 2014 Limited                    | 08943865            |
| H&SCP Ann House Ltd                           | 08754501            |
| Ann House 2013 Ltd                            | 08624668            |
| Aragon Care Kendal Limited                    | 06244575            |

**SCHEDULE 2**  
**MATERIAL PROPERTY**

|    | Property Name        | Property Title Description                                                                                                                  | Interest  | Title Number | New Chargor                                                                    |
|----|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------|--------------------------------------------------------------------------------|
| 1. | Braeburn             | Charles House,<br>Charles Street,<br>Salford (M6<br>7DU).                                                                                   | Leasehold | MAN283171    | Elysium<br>Healthcare No.2<br>Limited<br>(Registered No.<br>06244878)          |
| 2. | Brierley Court       | 145 Church Lane,<br>Manchester (M9<br>4LA).                                                                                                 | Leasehold | MAN283173    | Elysium<br>Healthcare<br>Limited<br>(Registered No.<br>04063391)               |
| 3. | Brighton and<br>Hove | 18 New Church<br>Road, Hove (BN3<br>4FH).<br><br>14-18 New<br>Church Road,<br>Hove (BN3 4FH).                                               | Leasehold | ESX379667    | Elysium<br>Healthcare No.2<br>Limited<br>(Registered No.<br>06244878)          |
| 4. | Bromley Road         | 86 Bromley Road,<br>London (SE6<br>2UR).<br><br>88 Bromley Road,<br>London (SE6<br>2UR).<br><br>84 Bromley Road,<br>London (SE6<br>2UR).    | Leasehold | TGL463111    | Elysium<br>Healthcare<br>Property 4<br>Limited<br>(Registered No.<br>05852393) |
| 5. | Cefn Carnau          | Cefn Carnau<br>Hospital, Cefn<br>Carnau Lane,<br>Thornhill,<br>Caerphilly (CF83<br>1LX).                                                    | Freehold  | WA881251     | Elysium<br>Healthcare No.3<br>Limited<br>(Registered No.<br>02989725)          |
| 6. | Chadwick             | Chadwick Lodge,<br>Chadwick Drive,<br>Eaglestone West,<br>Milton Keynes<br>(MK6 5LS).<br><br>Land at Chadwick<br>Drive, Eaglestone<br>West. | Leasehold | BM410930     | Elysium<br>Healthcare No.2<br>Limited<br>(Registered No.<br>06244878)          |
| 7. | Farmfield            | Land and<br>buildings at<br>Farmfield<br>Hospital,                                                                                          | Leasehold | SY841877     | Elysium<br>Healthcare<br>Property 6<br>Limited                                 |

|     | Property Name                                                      | Property Title Description                                                         | Interest  | Title Number                    | New Chargor                                                        |
|-----|--------------------------------------------------------------------|------------------------------------------------------------------------------------|-----------|---------------------------------|--------------------------------------------------------------------|
|     |                                                                    | Charlwood Road, Horley.                                                            |           |                                 | (Registered No. 07467929)                                          |
| 8.  | Keighley                                                           | 2 Burley Court, Steeton, Keighley (BD20 6TU).                                      | Leasehold | <del>NYK439927</del><br>YY81699 | Elysium Healthcare No.4 Limited<br>(Registered No. 03257732)       |
|     | Keighley Satellite Site 1 (Ghyllside)<br>Land on the south side of | 22 High Street, Steeton, Keighley.                                                 |           | YY81695                         |                                                                    |
|     |                                                                    | 22a High Street, Steeton, Keighley (BD20 6NT).                                     |           | YY81701                         |                                                                    |
|     | Keighley Satellite Site 3 (Greenhill)                              | Greenhill, Station Road, Steeton, Keighley (BD20 6RY).                             |           | NYK444137                       |                                                                    |
|     | 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<br>(Registered No. 02989725)       |
| 10. | Potters Bar                                                        | Aspen House, 190 Barnet Road, Potters Bar (EN6 2SE).                               | Leasehold | HD559961                        | Elysium Healthcare No.2 Limited<br>(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<br>(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<br>(Registered No. 05852377) |

|     | Property Name     | Property Title Description                                                                                       | Interest  | Title Number | New Chargor                                                     |
|-----|-------------------|------------------------------------------------------------------------------------------------------------------|-----------|--------------|-----------------------------------------------------------------|
| 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).                                                         | Leasehold | SY841878     | Elysium Healthcare No.2 Limited (Registered No. 06244878)       |
|     |                   | Sturt House Clinic, Sturts Lane, Walton On The Hill, Tadworth (KT20 7RQ).                                        |           |              |                                                                 |
|     |                   | 43 Beechmount Close, Weston-super-Mare BS24 9EX and of 2 Imperial Place, Maxwell Road, Borehamwood WD6 1JN.      |           |              |                                                                 |
| 16. | Thornford Park    | Thornford Park, Crookham Hill, Crookham Common, Thatcham (RG19 8ET).<br><br>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) |

|     | Property Name     | Property Title Description                                          | Interest  | Title Number | New Chargor                                                           |
|-----|-------------------|---------------------------------------------------------------------|-----------|--------------|-----------------------------------------------------------------------|
| 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. | Wellesley         | Land adjoining Little Jurston Farm, Chelston, Wellington.           | Freehold  | ST320905     | Elysium Healthcare Limited (Registered No. 04063391)                  |
| 21. | Bradley Woodlands | Nursing Home, Bradley Road, Bradley, Grimsby                        | Freehold  | HS306079     | Elysium Healthcare (Healthline) Limited (Registered Number: 01440442) |
| 22. | Healthline House  | Healthline House, Cliff Road, Welton, Lincoln, LN2 3JN              | Freehold  | LL40754      | Elysium Healthcare (Healthline) Limited (Registered Number: 01440442) |
| 23. | The Woodhouse     | The Woodhouse, Lockwood Road, Cheadle, Stoke-On-Trent, ST10 4QU     | Freehold  | SF354638     | Elysium Healthcare (Acorn Care) Limited (Registered Number: 03147293) |
| 24. | Woodhouse Farm    | Woodhouse Farm, Lockwood Road, Cheadle, Stoke-On-Trent, ST10 4QU    | Freehold  | SF401550     | Elysium Healthcare (Acorn Care) Limited (Registered Number: 03147293) |
| 25. | Woodhouse Cottage | Woodhouse Cottage, Lockwood Road, Cheadle, Stoke-On-Trent, ST10 4QU | Freehold  | SF456537     | Elysium Healthcare (Acorn Care) Limited (Registered Number: 03147293) |

|     | Property Name    | Property Title Description                                                     | Interest | Title Number             | New Chargor                                                           |
|-----|------------------|--------------------------------------------------------------------------------|----------|--------------------------|-----------------------------------------------------------------------|
| 26. | Ballington House | Ballington House, Westfields, Leek, ST13 5LP                                   | Freehold | SF541766                 | Elysium Healthcare (Lighthouse) Limited (Registered Number: 05820919) |
| 27. | Stanley House    | Stanley House, Bosbury, Ledbury, HR8 1HB                                       | Freehold | HE31506                  | Stanley House Limited (Registered Number: 05755615)                   |
| 28. | Farndon          | Farndon Unit Residential Care Home, Farndon Road, Newark (NG24 4SW)            | Freehold | NT393661                 | Elysium Healthcare (Farndon) Limited (Registered Number: 05255132)    |
| 29. | Wrexham          | 16 Grosvenor Road, Wrexham LL11 1BU<br><br>18 Grosvenor Road, Wrexham LL22 2BU | Freehold | WA703732<br><br>WA708392 | Elysium Healthcare Limited (Registered Number: 04063391)              |

## SHARES

| Name of New Chargor                     | Shares                                                                                         |
|-----------------------------------------|------------------------------------------------------------------------------------------------|
| H&SCP Ann House Limited                 | 528,100 ordinary shares of £1.00 each in the capital of Ann House 2013 Limited                 |
|                                         | 1 A ordinary share of £1.00 each in the capital of Aragon Care Kendal Limited                  |
|                                         | 1 B ordinary share of £1.00 each in the capital of Aragon Care Kendal Limited                  |
| H&SCP Gregory House Limited             | 1 A ordinary share of £1.00 each in the capital of Workington (Furness) Limited                |
|                                         | 1 B ordinary share of £1.00 in the capital of Workington (Furness) Limited                     |
| Lighthouse Healthcare Group Limited     | 16,327 ordinary shares of £0.01 in the capital of Elysium Healthcare (Lighthouse) Limited      |
| Elysium Healthcare (Lighthouse) Limited | 1,000 ordinary shares of £1.00 in the capital of Elysium Healthcare (Phoenix) Limited          |
|                                         | 75,000 ordinary shares of £1.00 in the capital of Elysium Healthcare (Acorn Care) Limited      |
|                                         | 15,000 ordinary shares of £1.00 in the capital of Elysium Healthcare (Healthline) Limited      |
|                                         | 150 ordinary shares of £1.00 each in the capital of Elysium Healthcare (Field House) Limited   |
| Elysium Healthcare Limited              | 3 ordinary shares of £1.00 each in the capital of Elysium Healthcare Property 1 Limited        |
|                                         | 3 ordinary shares of £1.00 each in the capital of Elysium Healthcare Property 2 Limited        |
|                                         | 3 ordinary shares of £1.00 each in the capital of Elysium Healthcare Property 3 Limited        |
|                                         | 3 ordinary shares of £1.00 each in the capital of Elysium Healthcare Property 4 Limited        |
|                                         | 3 ordinary shares of £1.00 each in the capital of Elysium Healthcare Property 5 Limited        |
| Elysium Healthcare No.2 Limited         | 1 ordinary share of £1.00 in the capital of Elysium Healthcare Property 6 Limited              |
| Elysium Healthcare No.3 Limited         | 2 ordinary share of £1.00 in the capital of Elysium Healthcare No.4 Limited                    |
| Elysium Neurological Services Limited   | 2,000 ordinary shares of £0.50 in the capital of Elysium Neurological Services (Badby) Limited |

## ACCOUNTS

| Chargor                                          | Account type | Account name | Account number | Sort code |
|--------------------------------------------------|--------------|--------------|----------------|-----------|
| Elysium Healthcare Limited                       | Trading      | N/A          | 4642           | 15-10-00  |
| Elysium Healthcare No.2 Limited                  | Trading      | N/A          | 3448           | 15-10-00  |
| Elysium Healthcare No.3 Limited                  | Trading      | N/A          | 3820           | 15-10-00  |
| Elysium Healthcare No.4 Limited                  | Trading      | N/A          | 3782           | 15-10-00  |
| Elysium Healthcare (Farndon) Limited             | Trading      | N/A          | 4584           | 15-10-00  |
| Elysium Neurological Services (Badby) Limited    | Trading      | N/A          | 5198           | 15-10-00  |
| Elysium Neurological Services (Adderley) Limited | Trading      | N/A          | 1207           | 15-10-00  |
| The Bridge Care Centre Limited                   | Trading      | N/A          | 2506           | 15-10-00  |
| Darlington Neurological Care Centre Limited      | Trading      | N/A          | 4851           | 15-10-00  |
| Stanley House Limited                            | Trading      | N/A          | 8534           | 15-10-00  |
| Elysium Neurological Services Limited            | Trading      | N/A          | 4908           | 15-10-00  |
| Lighthouse Healthcare Group Limited              | Trading      | N/A          | 9980           | 15-10-00  |
| Elysium Healthcare (Lighthouse) Limited          | Trading      | N/A          | 9840           | 15-10-00  |
| Elysium Healthcare (Phoenix) Limited             | Trading      | N/A          | 9921           | 15-10-00  |
| Elysium Healthcare (Acorn Care) Limited          | Trading      | N/A          | 9859           | 15-10-00  |
| Elysium Healthcare (Field House) Limited         | Trading      | N/A          | 0016           | 15-10-00  |



| Chargor                                 | Account type | Account name | Account number | Sort code |
|-----------------------------------------|--------------|--------------|----------------|-----------|
| Elysium Healthcare (Healthline) Limited | Trading      | N/A          | 9956           | 15-10-00  |
| Broadham Care Limited                   | Trading      | N/A          | 1489           | 15-10-00  |
| Ann House 2013 Ltd                      | Trading      | N/A          | 5204           | 09-02-22  |
| Aragon Care Kendal Ltd                  | Trading      | N/A          | 3488           | 09-02-22  |
| Aragon Care Kendal Ltd                  | Deposit      | N/A          | 3491           | 09-02-22  |
| Gregory House 2014 Ltd                  | Trading      | N/A          | 6910           | 09-02-22  |
| H&SCP Ann House Ltd                     | Trading      | N/A          | 5211           | 09-02-22  |
| H&SCP Gregory House Ltd                 | Trading      | N/A          | 5321           | 09-02-22  |
| Workington (Furness) Ltd                | Trading      | N/A          | 3092           | 09-02-22  |
| Workington (Furness) Ltd                | Deposit      | N/A          | 7302           | 09-02-22  |

**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

THE BRIDGE CARE CENTRE  
LIMITED

EXECUTED as a DEED by

THE BRIDGE CARE CENTRE  
LIMITED acting by a director in  
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

DARLINGTON  
NEUROLOGICAL CARE  
CENTRE LIMITED

EXECUTED as a DEED by

DARLINGTON  
NEUROLOGICAL CARE  
CENTRE LIMITED acting by a  
director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

**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): SOPHIE STUART

Address:

ELYSIUM HEALTHCARE  
(FARNDON) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address

ELYSIUM HEALTHCARE LC  
LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:



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): SOPHIE STUART

Address

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): SOPHIE STUART

Address

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): SOPHIE STUART

Address:

ELYSIUM NEUROLOGICAL  
SERVICES LIMITED

EXECUTED as a DEED by

ELYSIUM NEUROLOGICAL  
SERVICES LIMITED acting by a  
director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

ELYSIUM NEUROLOGICAL  
SERVICES (ADDERLEY)  
LIMITED

EXECUTED as a DEED by

ELYSIUM NEUROLOGICAL  
SERVICES (ADDERLEY)  
LIMITED acting by a director in  
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

**BROADHAM CARE LIMITED**

EXECUTED as a DEED by

**BROADHAM CARE LIMITED**  
acting by a director in the presence  
of:

Signature of witness:

Name (in BLOCK CAPITALS): **SOPHIE STUART**

Address:

ELYSIUM HEALTHCARE  
(LIGHTHOUSE) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:



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): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

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): SOPHIE STUART

Address:

ELYSIUM NEUROLOGICAL  
SERVICES (BADBY) LIMITED

EXECUTED as a DEED by

ELYSIUM NEUROLOGICAL  
SERVICES (BADBY) LIMITED  
acting by a director in the presence  
of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

ELYSIUM HEALTHCARE  
(PHOENIX) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:



ELYSIUM HEALTHCARE  
(ACORN CARE) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

ELYSIUM HEALTHCARE  
(HEALTHLINC) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

ELYSIUM HEALTHCARE  
(FIELD HOUSE) LIMITED

EXECUTED as a DEED by

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

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

H&SCP GREGORY HOUSE  
LTD

EXECUTED as a DEED by

H&SCP GREGORY HOUSE LTD  
acting by a director in the presence  
of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

WORKINGTON (FURNESS)  
LIMITED

EXECUTED as a DEED by

WORKINGTON (FURNESS)  
LIMITED acting by a director in  
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

GREGORY HOUSE 2014  
LIMITED

EXECUTED as a DEED by

GREGORY HOUSE 2014  
LIMITED acting by a director in  
the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

H&SCP ANN HOUSE LTD

EXECUTED as a DEED by

H&SCP ANN HOUSE LTD acting  
by a director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

ANN HOUSE 2013 LTD

EXECUTED as a DEED by

ANN HOUSE 2013 LTD acting by  
a director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:



ARAGON CARE KENDAL  
LIMITED

EXECUTED as a DEED by

ARAGON CARE KENDAL  
LIMITED acting by a director in  
the presence of:

Signature of witness

Name (in BLOCK CAPITALS): SOPHIE STUART

Address:

**THE SECURITY AGENT**

**EXECUTED as a DEED by** \_\_\_\_\_

**WILMINGTON TRUST  
(LONDON) LIMITED**

**Signature of witness:**

**Name (in BLOCK CAPITALS):**

**Address:**