



Registration of a Charge

Company Name: **LIFEWAYS COMMUNITY CARE LIMITED**

Company Number: **04126127**



XBV7V07L

Received for filing in Electronic Format on the: **27/02/2023**

Details of Charge

Date of creation: **24/02/2023**

Charge code: **0412 6127 0019**

Persons entitled: **KROLL TRUSTEE SERVICES LIMITED (AS SECURITY AGENT)**

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: **LATHAM & WATKINS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4126127

Charge code: 0412 6127 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2023 and created by LIFEWAYS COMMUNITY CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th February 2023 .

Given at Companies House, Cardiff on 28th February 2023

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**

I certify that save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Execution version

24 February 2023

Digitally signed by:
Fadzai Ramwi
CN=Fadzai Ramwi, O=...

Signature:

Name: Fadzai Ramwi

Title: Trainee Solicitor

Date: 24/02/2023

**THE CHARGORS
IN FAVOUR OF
KROLL TRUSTEE SERVICES LIMITED
AS SECURITY AGENT**

**FIFTH 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)**

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

CONTENTS

Clause	Page
1. DEFINITIONS AND INTERPRETATION.....	1
2. CONFIRMATION OF EXISTING SECURITY.....	2
3. SUPPLEMENTAL SECURITY.....	3
4. LAND REGISTRY	5
5. MISCELLANEOUS.....	5
6. GOVERNING LAW.....	7
7. JURISDICTION.....	7
SCHEDULE 1	8
CHARGORS	
SCHEDULE 2	10
SECURITY DOCUMENTS	
SCHEDULE 3	12
DETAILS OF MATERIAL REAL PROPERTY	

THIS FIFTH SUPPLEMENTAL DEED OF CHARGE (the “**Fifth Supplemental Deed of Charge**”) is made by way of deed on 24 February 2023

BY

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

IN FAVOUR OF

- (2) **KROLL TRUSTEE SERVICES 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, a fourth supplemental agreement dated 26 May 2017, a fifth supplemental agreement dated 12 September 2019, a sixth supplemental agreement dated 12 December 2019, a seventh supplemental agreement dated 21 December 2021 and an eighth supplemental agreement dated 10 January 2023 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, the First Supplemental Deed of Charge, the Second Supplemental Deed of Charge, the Third Supplemental Deed of Charge and the Fourth Supplemental Deed of Charge (together the “**Supplemental Deeds 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 Fifth 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 Fifth Supplemental Deed of Charge:

“**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 Ninth Effective Date.

“**Amended Senior Facilities Agreement**” means the Original Senior Facilities Agreement as amended and restated by the Supplemental Agreement.

“Original Security Documents” means the documents specified in Schedule 2 (*Security Documents*) hereto and any other Transaction Security Documents in effect as at the date of this Fifth Supplemental Deed of Charge.

“Original Security” means the Security created under the Original Security Documents.

“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, HSBC Corporate Trustee Company (UK) Limited as security agent and the financial institutions named therein as lenders as amended from time to time before the Ninth Effective Date.

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

“Supplemental Agreement” means the Supplemental Agreement dated on or around the date hereof between, amongst others, Vita Bidco Limited as parent, Kroll Agency Services Limited 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 Fifth 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 Fifth Supplemental Deed of Charge or any notice given under or in connection with this Fifth Supplemental Deed of Charge.

1.3 Construction

- (a) 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 Fifth Supplemental Deed of Charge.
- (b) In this Fifth 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.
- (c) From the Ninth Effective Date the Original Security Documents shall each be read and construed as one document with this Fifth Supplemental Deed of Charge.
- (d) References in this Fifth Supplemental Deed of Charge to any Clause or Schedule shall be to a clause or schedule contained in this Fifth 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 Ninth 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 (*Amendment and Restatement*) 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:

- (a) 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 Fifth Supplemental Deed of Charge (or, if later, the date on which such Chargor accedes as a party to this Fifth 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;
- (b) 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 Fifth Supplemental Deed of Charge (or, if later, the date on which such Chargor accedes as a party to this Fifth 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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
- (i) 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 Fifth 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:

- (a) the proceeds of any Insurance Policy and all Related Rights;
- (b) all rights and claims in relation to any Assigned Account;
- (c) each of the Specific Contracts; and
- (d) 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 Fifth Supplemental Deed of Charge.

3.3 Floating Charge

- (a) 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.
- (b) The floating charge created by sub-clause (a) 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.
- (c) 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. LAND REGISTRY

- (a) Each Chargor shall apply to the Land Registrar for a restriction to be entered on the Register of Title in relation to Material Real Property situated in England and Wales and charged by way of legal mortgage under this Fifth Supplemental Deed of Charge (including any unregistered properties subject to compulsory first registration at the date of this Fifth Supplemental Deed of Charge) on the prescribed Land Registry form and in the following or substantially similar terms:
“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ___ February 2023 in favour of Kroll Trustee Services Limited referred to in the charges register”.
- (b) Subject to the terms of the Amended Senior Facilities Agreement, the Finance Parties are under an obligation to make further advances to the Chargors (which obligation is deemed to be incorporated into this Fifth Supplemental Deed of Charge) and this Security has been made for securing those further advances. Each Chargor shall apply to the Land Registrar on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to real property situated in England and Wales and charged by way of legal mortgage under this Fifth Supplemental Deed of Charge (including any unregistered properties subject to compulsory first registration at the date of this Fifth Supplemental Deed of Charge) that there is an obligation to make further advances on the security of the registered charge.
- (c) If any Chargor fails to make the applications set out in paragraphs (a) or (b) above or if the Security Agent gives notice to any Chargor that it will make such applications on its behalf, each Chargor irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and fees which the Security Agent may request in connection with such application.
- (d) In respect of any of the real property mortgaged or charged under this Fifth Supplemental Deed of Charge title to which is registered at the Land Registry, it is certified that the Security created by this Fifth Supplemental Deed of Charge does not contravene any of the provisions of the articles of association of any Chargor.

5. MISCELLANEOUS

5.1 Incorporation of terms

- (a) Subject to Clause (b) 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*) and 26 (*Discretion and Delegation*) (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 Fifth Supplemental Deed of Charge as if set out in full in this Fifth Supplemental Deed of Charge, but so that references into those clauses to:

- (i) “Schedule 3 (*Details of Material Real Property*)” are references to Schedule 3 of this Fifth Supplemental Deed of Charge;
 - (ii) the “Facility Agreement” are references to the “Amended Senior Facilities Agreement”;
 - (iii) the “Secured Obligations” are references to the “Amended Secured Obligations”;
 - (iv) “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 Fifth Supplemental Deed of Charge; and
 - (v) “this Debenture” are references to this Fifth Supplemental Deed of Charge.
- (b) For so long as the Original Security Documents remain in full force and effect, the Chargors shall not be required to:
- (i) serve the notices that would otherwise be required to be served on or about the date of this Fifth 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;
 - (ii) 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 Fifth 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;
 - (iii) 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 Fifth 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
 - (iv) provide the notification to the Security Agent that would otherwise be required on or about the date of this Fifth 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.
- (c) Notwithstanding any provisions of the Original Target Debenture and/or the Supplemental Deeds of Charge, if the exercise of rights by the Security Agent under clause 13.1 (*Enforcement*) of the Original Target Debenture (including as such clause is incorporated into the Supplemental Deeds of Charge or this Fifth Supplemental Deed of Charge) gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 (“NSIA”), the Security Agent shall not be entitled to exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this paragraph (c) is for the benefit of the Security Agent only and the Security Agent shall be entitled to exercise rights under clause 13.1 (*Enforcement*) of the Original Target Debenture (including as such clause is incorporated into the Supplemental Deeds of Charge or this Fifth Supplemental Deed of Charge) without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.

- (d) Notwithstanding any provisions of the Original Target Debenture and/or the Supplemental Deeds of Charge, Schedule 3 (*Details of Material Real Property*) represents all of the Material Real Property as at the date of this Fifth Supplemental Deed of Charge.

5.2 Original Security Document

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

5.3 Finance Document

This Fifth Supplemental Deed of Charge is a Finance Document (in accordance with the definition thereof in the Amended Senior Facilities Agreement).

5.4 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 Fifth Supplemental Deed of Charge and shall not merge in any security constituted by this Fifth Supplemental Deed of Charge or be released, extinguished or affected in any way by the security constituted by this Fifth Supplemental Deed of Charge.

5.5 Counterparts

This Fifth 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 Fifth Supplemental Deed of Charge.

5.6 Failure to execute

Failure by one or more parties (“Non-Signatories”) to execute this Fifth Supplemental Deed of Charge on the date hereof will not invalidate the provisions of this Fifth Supplemental Deed of Charge as between the other Parties who do execute this Fifth Supplemental Deed of Charge. Such Non-Signatories may execute this Fifth Supplemental Deed of Charge on a subsequent date and will thereupon become bound by its provisions.

6. GOVERNING LAW

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

7. JURISDICTION

The courts of England have exclusive jurisdiction to settle any dispute (a “Dispute”) arising out of, or connected with this Fifth Supplemental Deed of Charge (including a dispute regarding the existence, validity or termination of this Fifth Supplemental Deed of Charge or the consequences of its nullity) or any non-contractual obligations arising out of or in connection with this Fifth Supplemental Deed of Charge.

THIS FIFTH 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**CHARGORS**

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
Lifeways SIL Limited	06530286
SIL.2 Limited	08992322
Brighton and Sussex Care Limited	07156238
Haven Care and Support Limited	06273239

Integra Care Homes Limited	06395927
Integra Care Management Limited	05151098
Keys Hill Park Limited	06511690
Lifeways ISS Limited	04143079
Lifeways Natural Networks Limited	05113725
Lifeways Orchard Care Limited	04084923
Lifeways Rose Care and Support Limited	05782691
Lifeways Support Options Limited	05531117
M-Power Housing Limited	06671565
Vitavia Properties (Somerset) Limited	04543161
Vitavia Property Management Limited	07444534

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 HSBC Corporate Trustee Company (UK) Limited (the “Original Target Debenture”).
The mortgage dated 29 June 2012 and made between Lifeways Community Care Limited and HSBC Corporate Trustee Company (UK) Limited.
The security accession dated 21 May 2014 and made between Future Home Care Ltd and HSBC Corporate Trustee Company (UK) Limited.
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 HSBC Corporate Trustee Company (UK) Limited (the “First Supplemental Deed of Charge”).
The mortgage dated 17 July 2014 and made between Lifeways Community Care Limited and HSBC Corporate Trustee Company (UK) Limited.
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 HSBC Corporate Trustee Company (UK) Limited.
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 HSBC Corporate Trustee Company (UK) Limited (the “Second Supplemental Deed of Charge”).
The mortgage dated 29 June 2015 and made between Lifeways Community Care Limited and HSBC Corporate Trustee Company (UK) Limited.
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 HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 6 November 2015 and made between Autism Care Properties (2) Limited and HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 6 November 2015 and made between Homebridge Two Limited and HSBC Corporate Trustee Company (UK) Limited.

The mortgage dated 6 November 2015 and made between Living Ambitions Limited and HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 31 August 2016 and made between Homebridge Two Limited and HSBC Corporate Trustee Company (UK) Limited
The supplemental deed of charge dated 12 September 2019 and made between Lifeways Finance Limited, Lifeways Independent Living Alliance Limited, Lifeways Inclusive Lifestyles Limited, Lifeways Paragon Limited, Lifeways Raglin Limited, Lifeways Community Care Limited, Future Home Care Ltd., Community Care Solutions Limited, Social Care Solutions Limited, Total Home Care Solutions Limited, Autism Care (Bedford) Limited, Autism Care (North West) Limited, Autism Care (Properties) 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 HSBC Corporate Trustee Company (UK) Limited (the “Third Supplemental Deed of Charge”).
The security accession deed dated 26 September 2019 and made between Lifeways SIL Limited and SIL.2 Limited and HSBC Corporate Trustee Company (UK) Limited.
The security accession deed dated 6 November 2019 and made between Brighton and Sussex Care Limited, Haven Care and Support Limited, Integra Care Homes Limited, Integra Care Management Limited, Keys Hill Park Limited, Lifeways ISS Limited, Lifeways Natural Networks Limited, Lifeways Orchard Care Limited, Lifeways Rose Care and Support Limited, Lifeways Support Options Limited, M-Power Housing Limited, Vitavia Properties (Somerset) Limited, Vitavia Property Management Limited and HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 6 November 2019 and made between Lifeways Inclusive Lifestyles Limited and HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 6 November 2019 and made between Homebridge Two Limited and HSBC Corporate Trustee Company (UK) Limited.
The mortgage dated 6 November 2019 and made between Lifeways Community Care Limited and HSBC Corporate Trustee Company (UK) Limited.
The supplemental deed of charge dated 10 January 2023 and made between Lifeways Finance Limited, Lifeways Independent Living Alliance Limited, Lifeways Inclusive Lifestyles Limited, Lifeways Paragon Limited, Lifeways Raglin Limited, Lifeways Community Care Limited, Future Home Care Ltd., Community Care Solutions Limited, Social Care Solutions Limited, Total Home Care Solutions Limited, Autism Care (Bedford) Limited, Autism Care (North West) Limited, Autism Care (Properties) 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, Lifeways SIL Limited, SIL.2 Limited, Brighton and Sussex Care Limited, Haven Care and Support Limited, Integra Care Homes Limited, Integra Care Management Limited, Keys Hill Park Limited, Lifeways ISS Limited, Lifeways Natural Networks Limited, Lifeways Orchard Care Limited, Lifeways Rose Care and Support Limited, Lifeways Support Options Limited, M-Power Housing Limited, Vitavia Properties (Somerset) Limited, Vitavia Property Management Limited and Kroll Trustee Services Limited (the “Fourth Supplemental Deed of Charge”).

SCHEDULE 3

DETAILS OF MATERIAL REAL PROPERTY

Proprietor	Title number	Address	Search from date
Homebridge Two Limited	SGL593079	231 Stafford Road, Wallington, SM6 9BX	5 July 2022
Homebridge Two Limited	SY601380	Land and buildings on the east side of Beech Lane, Normandy, Guildford	5 July 2022
Lifeways Inclusive Lifestyles Limited	CH26994	71 Wellington Road, Wallasey CH45 2NE	5 July 2022
Homebridge Two Limited	MS4604	67 Wellington Road, New Brighton, Wallasey CH45 2NE	5 July 2022
Autism Care Properties (2) Limited	ND157495	Alexandra Park, Alexandra Way, Newbiggin-by-the-Sea NE64 6JG	5 July 2022
Homebridge Two Limited	SGL167487	89 Grosvenor Avenue, Carshalton Surrey GU24 9AD	5 July 2022
Homebridge Two Limited	SY589197	330 Guildford Road, Bisley, Surrey GU24 9AD	5 July 2022
Homebridge Two Limited	SY636864	330a Guildford Road, Bisley, Surrey GU24 9AD	5 July 2022
Homebridge Two Limited	SY211063	Land on the North East Side of 63 Victoria Avenue, Wallington, Sutton SM6 7JP	5 July 2022
Homebridge Two Limited	SGL588337	Land at the Rear of 63 Victoria Avenue, Wallington, Sutton SM6 7JP	5 July 2022
Community Care Solutions Limited	BD45649	7 Kimbolton Avenue, Bedford (MK40 3AD)	5 July 2022

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

The Chargors

EXECUTED as a DEED
by LIFEWAYS FINANCE LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of

REDACTED

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

EXECUTED as a DEED
by VITAVIA PROPERTY MANAGEMENT LIMITED

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

.....
REDACTED
.....

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by VITAVIA PROPERTIES (SOMERSET) LIMITED

REDACTED

Signature of director

FJ PEARLE

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by M-POWER HOUSING LIMITED
REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

REDACTED
.....

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS SUPPORT OPTIONS LIMITED

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

.....
REDACTED
.....
.....
.....
.....

Signature of witness

Name of witness

Address of witness

Sophie Surtees

REDACTED
.....
.....
.....
.....

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS ROSE CARE AND SUPPORT LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by HAVEN CARE AND SUPPORT LIMITED

REDACTED

.....
FJ Pearce
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

.....

Name of witness

.....

Address of witness

.....
Sophie Surtees
.....

REDACTED

..... C

Occupation of witness

EXECUTED as a DEED
by BRIGHTON AND SUSSEX CARE LIMITED

REDACTED

Signature of director

FJ Pearce

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by SIL 2 LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS SML LIMITED

REDACTED

Signature of director

FJ Pearce

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Address of witness

Sophie Surtees

REDACTED

Occupation of witness

EXECUTED as a DEED
by HOMEBRIDGE TWO LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by LIVING AMBITIONS LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED AS A DEED
by LIFEWAYS ORCHARD CARE LIMITED

REDACTED

.....
FJ Pearce
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS NATURAL NETWORKS LIMITED

REDACTED

.....
FJ Pearce
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

...
Sophie Surtees
...

Name of witness

...
REDACTED
...

Address of witness

...
...
...
...
...

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS (ISS) LIMITED

REDACTED

Signature of director

FB PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Sophie Surtees

Address of witness

REDACTED

Occupation of witness

EXECUTED as a DEED
by KEYS HILL PARK LIMITED

REDACTED

.....

FJ PEARCE

.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Address of witness

Sophie Surtees

REDACTED

Occupation of witness

EXECUTED as a DEED
by INTEGRA CARE MANAGEMENT LIMITED

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

..
..

.....
Occupation of witness

EXECUTED as a DEED
by INTEGRA CARE HOMES LIMITED

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

.....
Sophie Surtees
.....

Name of witness

REDACTED

Address of witness

.....
.....
.....

Occupation of witness

EXECUTED as a DEED
by AUTISM CARE (UK) LIMITED

REDACTED

.....

FJ Pearce

.....

Signature of director

Name of Director

in the presence of:

REDACTED

.....

Signature of witness

..

...

Name of witness

..

...

Address of witness

Sophie Surtees

REDACTED

..

....

..

....

Occupation of witness

EXECUTED as a DEED
by AUTISM CARE (PROPERTIES) LIMITED

REDACTED

.....

FJ PEARCE

.....

Signature of director

Name of Director

in the presence of:

REDACTED

....

Sophie Surtees

....

REDACTED

....

....

.. Signature of witness

.. Name of witness

.. Address of witness

... Occupation of witness

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

REDACTED

..... Signature of director
FJ PEARCE
..... Name of Director

in the presence of:

REDACTED
..... Signature of witness

Sophie Surtees
..... Name of witness

REDACTED
..... Address of witness

.....
.....
.....
..... Occupation of witness

EXECUTED as a DEED
by AUTISM CARE (BEDFORD) LIMITED

REDACTED

Signature of director

FS Pearce

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by TOTAL HOME CARE SOLUTIONS LIMITED

REDACTED

Signature of director

FJ Pearce

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by SOCIAL CARE SOLUTIONS LIMITED

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Address of witness

.....
Sophie Surtees
.....
REDACTED
.....
.....
.....

Occupation of witness

EXECUTED as a DEED
by COMMUNITY CARE SOLUTIONS LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name of witness

Address of witness

Sophie Surtees

REDACTED

Occupation of witness

EXECUTED as a DEED
by FUTURE HOME CARE LTD.

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS COMMUNITY CARE LIMITED

REDACTED

Signature of director

FJ FEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS RAGLIN LIMITED

REDACTED

.....

FJ PEARCE

.....

Signature of director

Name of Director

in the presence of:

REDACTED

Sophie Surtees

REDACTED

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED as a DEED
by LIFEWAYS PARAGON LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Sophie Surtees

Name of witness

REDACTED

Address of witness

Occupation of witness

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

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:
REDACTED
.....

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

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

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of
REDACTED

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

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

REDACTED

.....
FJ PEARCE
.....

Signature of director

Name of Director

in the presence of:

.....
REDACTED
.....

Signature of witness

.....
Name: Daniel Pront
.....
Occupation: REDACTED
.....
Address: REDACTED
.....

.....
REDACTED
.....

.....

EXECUTED as a DEED
by BURGESS CARE LIMITED

REDACTED

Signature of director

FJ PEARCE

Name of Director

in the presence of:

REDACTED

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

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

REDACTED

.....
FJ Pearce
.....

Signature of director

Name of Director

in the presence of
.....
REDACTED
.....

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

55

EXECUTED as a DEED
by **LIFEWAYS INCLUSIVE LIFESTYLES LIMITED**

REDACTED

.....

FJ PEARCE

.....

Signature of director

.....

Name of Director

in the presence of:

REDACTED

.....

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

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

REDACTED

.....

Signature of director

..... F.J. PEARCE

Name of Director

in the presence of:

.....

REDACTED

Signature of witness

Name: Daniel Pront

Occupation: REDACTED

Address: REDACTED

REDACTED

.....

The Security Agent

SIGNED for and on behalf of
KROLL TRUSTEE SERVICES LIMITED

REDACTED

Sajdah Afzal
Authorised Signatory

By:

in the presence of:
REDACTED

.....

Signature of witness

Azim Afzal
.....

Name of witness

REDACTED

Address of witness

.....

.....

..... Occupation of witness

Address: The News Building , Level 6, 3 London Bridge Street London SE1 9SG

Attention: Sajdah Afzal

Email: Deals@ats.kroll.com and Sajdah.Afzal@kroll.com