



Registration of a Charge

Company name: **ELYSIUM HEALTHCARE (FIELD HOUSE) LIMITED**
Company number: **05148271**



X78LBHSB

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

Details of Charge

Date of creation: **14/06/2018**
Charge code: **0514 8271 0010**
Persons entitled: **WILMINGTON TRUST (LONDON) LIMITED**
Brief description: **N/A**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5148271

Charge code: 0514 8271 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2018 and created by ELYSIUM HEALTHCARE (FIELD HOUSE) 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 Sarah.Livingston@elysiumhealthcare.co.uk

6. GOVERNING LAW

This deed and all non-contractual obligations arising out of or in connection with it are governed by English law.

7. JURISDICTION

7.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a "Dispute") arising out of, or in connection with this deed (including a dispute relating to the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed).

7.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

7.3 Exclusive Jurisdiction

This Clause 7 (Jurisdiction) is for the benefit of the Security Agent only. As a result and notwithstanding Clause 7.1 (English Courts), it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1
NEW CHARGORS

Company Name	Registration number
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, Charles Street, Salford (M6 7DU).	Leasehold	MAN283171	Elysium Healthcare No.2 Limited (Registered No. 06244878)
2.	Brierley Court	145 Church Lane, Manchester (M9 4LA).	Leasehold	MAN283173	Elysium Healthcare Limited (Registered No. 04063391)
3.	Brighton and Hove	18 New Church Road, Hove (BN3 4FH). 14-18 New Church Road, Hove (BN3 4FH).	Leasehold	ESX379667	Elysium Healthcare No.2 Limited (Registered No. 06244878)
4.	Bromley Road	86 Bromley Road, London (SE6 2UR). 88 Bromley Road, London (SE6 2UR). 84 Bromley Road, London (SE6 2UR).	Leasehold	TGL463111	Elysium Healthcare Property 4 Limited (Registered No. 05852393)
5.	Cefn Carnau	Cefn Carnau Hospital, Cefn Carnau Lane, Thornhill, Caerphilly (CF83 1LX).	Freehold	WA881251	Elysium Healthcare No.3 Limited (Registered No. 02989725)
6.	Chadwick	Chadwick Lodge, Chadwick Drive, Eaglestone West, Milton Keynes (MK6 5LS). Land at Chadwick Drive, Eaglestone West.	Leasehold	BM410930	Elysium Healthcare No.2 Limited (Registered No. 06244878)
7.	Farmfield	Land and buildings at Farmfield Hospital,	Leasehold	SY841877	Elysium Healthcare Property 6 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	NYK439927 YY81699	Elysium Healthcare No.4 Limited (Registered No. 03257732)
	Keighley Satellite Site 1 (Ghyllside) 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 (Registered No. 02989725)
10.	Potters Bar	Aspen House, 190 Barnet Road, Potters Bar (EN6 2SE).	Leasehold	HD559961	Elysium Healthcare No.2 Limited (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 (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 (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). 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 18 Grosvenor Road, Wrexham LL22 2BU	Freehold	WA703732 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: