



Registration of a Charge

Company name: **RAPHAEL HEALTH CARE LTD**

Company number: **05255132**



X661STTS

Received for Electronic Filing: **09/05/2017**

Details of Charge

Date of creation: **04/05/2017**

Charge code: **0525 5132 0017**

Persons entitled: **BNP PARIBAS, LONDON BRANCH**

Brief description:

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: 5255132

Charge code: 0525 5132 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2017 and created by RAPHAEL HEALTH CARE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2017 .

Given at Companies House, Cardiff on 10th May 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY ACCESSION DEED

ALLEN & OVERY LLP

Allen & Overy LLP
9/5/2017

THIS SECURITY ACCESSION DEED is made on 4 May 2017.

BETWEEN:

- (1) The companies listed in Schedule 1 (*New Chargors*) (the "**New Chargors**") and each a "**New Chargor**"; and
- (2) **BNP PARIBAS, LONDON BRANCH** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture dated 29 November 2016 between Elysium Healthcare Holdings 2 Limited, Elysium Healthcare Holdings 3 Limited, Elysium Healthcare LC Limited and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

In this deed:

Badby Park Account means the bank account held by Badby Park Limited with account number 16314282 and sort code 301607.

Sunfleur Account means the bank account held by Sunfleur Limited and Sunflower Property S.à r.l. with account number 96566649 and sort code 301607.

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 Related Rights;
 - (B) its Tangible Moveable Property and all Related Rights to the extent not mortgaged or charged pursuant to paragraph (a)(i) and (a)(ii)(A) above;
 - (C) its Accounts (excluding any client fund Accounts) and all Related Rights;
 - (D) its Monetary Claims (to the extent not validly and effectively assigned pursuant to paragraph (iii) below and other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Deventure) 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 Insurance Policy of that New Chargor and all Related Rights in relation to those assets; and
 - (J) Material Property acquired by it after the date of this Deed.
 - (iii) by way of assignment by way of security (subject to a proviso for reassignment on redemption), all of its rights, claims, title and interest in and to the proceeds of each:
 - (A) Insurance Policy of that New Chargor and all Related Rights;
 - (B) Monetary Claims of that New Chargor and all Related Rights;
 - (C) contracts or agreements to which that New Chargor is a party and all Related Rights; and
 - (D) Relevant Contracts to which that New Chargor is a party and all Related Rights.

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- (b) Sunfleur Limited will not be required to deliver a duly completed notice of charge to the relevant Account Bank in respect of the Sunfleur Account **provided that** if the Sunfleur Account is still open 30 days after the date of this deed, Sunfleur Limited will then promptly deliver a duly completed notice of charge to the relevant Account Bank in respect of the Sunfleur Account and will, subject to clause 6.4(c) (Notice of assignment and/or charge – immediate notice) of the Debenture, use its reasonable endeavours to procure that the relevant Account Bank executes and delivers to the Security Agent an acknowledgement in the form set out in Schedule 7 (Form of Notice of Security to Account Bank) to the Debenture.
- (c) Badby Park Limited will not be required to deliver a duly completed notice of charge to the relevant Account Bank in respect of the Badby Park Account **provided that** if the Badby Park Account is still open 30 days after the date of this deed, Badby Park Limited will then promptly deliver a duly completed notice of charge to the relevant Account Bank in respect of the Badby Park Account and will, subject to clause 6.4(c) (Notice of assignment and/or charge – immediate notice) of the Debenture, use its reasonable endeavours to procure that the relevant Account Bank executes and delivers to the Security Agent an acknowledgement in the form set out in Schedule 7 (Form of Notice of Security to Account Bank) to the Debenture.

2.4 Floating charge

- (a) Each New Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future assets and undertakings.
- (b) Each floating charge created pursuant to paragraph (a) above shall be deferred in point of priority to all Fixed Security validly and effectively created by the relevant New Chargor under the Secured Debt Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Each floating charge created by this Clause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. NOTICES

Each New Chargor confirms that its address details for notices are as follows:

Address: 2 Imperial Place, Maxwell Rd, Borehamwood, WD6 1JN

Facsimile: N/A

Attention: Company Secretary

Email: Sarah.Livingston@elysiumhealthcare.co.uk
Malcolm.Coakley@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
Adderley Green Care Centre Limited	09595914
Badby Park Limited	05558328
Sunfleur Limited	08002473
Raphael Health Care Ltd	05255132

SCHEDULE 2

SCHEDULE TO SECURITY ACCESSION DEED

MATERIAL PROPERTY

None as at the date of this Deed

SHARES

Name of New Chargor	Shares
Sunfleur Limited	2,000 ordinary shares of £0.50 each in the capital of Badby Park Limited.

ACCOUNTS

Chargor	Account type	Account name	Account number	Sort code
Badby Park Limited	-	-	2505 [REDACTED]	151000
Adderley Green Care Centre Limited	-	-	2426 [REDACTED]	151000
Badby Park Limited	-	-	1631 [REDACTED]	301607
Sunfleur Limited	-	-	9656 [REDACTED]	301607
Raphael Health Care Ltd	-	-	2943 [REDACTED]	151000
Raphael Health Care Ltd	-	-	6166 [REDACTED]	402903

INTELLECTUAL PROPERTY

Patents

None as at the date of this Deed

Trademarks

None as at the date of this Deed

RELEVANT CONTRACTS

None at the date of this Deed

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EXECUTION PAGE TO SECURITY ACCESSION DEED

ADDERLEY GREEN CARE
CENTRE LIMITED

EXECUTED as a DEED by DR. QUAZI HAQUE

ADDERLEY GREEN CARE
CENTRE LIMITED acting by a
director in the presence of:

MADY CAPMARE

Signature of witness:

Name (in BLOCK CAPITALS):

MADY CAPMARE

Address:

EXECUTION VERSION

BADBY PARK LIMITED

EXECUTED as a DEED by *DR. QUAZ' HAQUE*

BADBY PARK LIMITED acting
by a director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): *MAOY CAPMARE*

Address:

EXECUTION VERSION

SUNFLEUR LIMITED

EXECUTED as a DEED by *DR. QUARZ HAQUE*

SUNFLEUR LIMITED acting by a
director in the presence of:

Signature of witness:

Name (in BLOCK CAPITALS): *MADY CAPMARE*

Address:

EXECUTION VERSION

**RAPHAEL HEALTH CARE
LTD**

EXECUTED as a DEED by *DR. QUAZI HAQUE*

RAPHAEL HEALTH CARE LTD
acting by a director in the presence
of:

Signature of witness:

Name (in BLOCK CAPITALS): *MADY CAPMARE*

Address:

EXECUTION VERSION

THE SECURITY AGENT

EXECUTED as a DEED by BNP
PARIBAS, LONDON BRANCH
for and on its behalf by its duly
authorised Officer

Signature of witness:

Name (in BLOCK CAPITALS):

CASILDA SLATTERY

Address:

BNP PARIBAS
10 HAREWOOD AVENUE
LONDON
NW1 6AA