228466/20 -

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

nlaserform

06/16 Version 2.1 Laserform International 6/16

Particulars of a charge

	Go online to file this information A fee is be payab www.gov.uk/companieshouse A fee is be payab Please see 'Howt	
•	What this form is for You may use this form to register a charge created or evidenced by an instrument. What this form is you may not use to register a charge value instrument. Use fo	*L5Z6SCJL.* ase 30/01/2017 #129 se MPANIES HOUSE
	This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by court order extending the time for delivery. You must enclose a certified copy of the instrument with this form. This will be	
Ø	scanned and placed on the public record. Do not send the original.	
1	Company details	For official use
Company number	0 5 8 5 2 3 7 7	Filling in this form Please complete in typescript or in
Company name in full	ELYSIUM HEALTHCARE PROPERTY 5 LIMITED	bold black capitals. All fields are mandatory unless specified or indicated by *
2	Charge creation date	
Charge creation date	d ₂ d ₆ m ₀ m ₁ y ₂ y ₀ y ₁ y ₇	
3	Names of persons, security agents or trustees entitled to the ch	narge
	Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	BNP PARIBAS, LONDON BRANCH	
	(the 'Security Agent')	
Name		
Name		
Name		
	If there are more than four names, please supply any four of these names the tick the statement below	en
	I confirm that there are more than four persons, security agents or trustees entitled to the charge	
	<u> </u>	CHFP025

•	MR01 Particulars of a charge	
4	Brief description	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some
Binef description	Leasehold property known as Rhodes Wood, The Mymwood Life Skills Centre, Shepherds Way, Brookmans Park, Hatfield AL9 6NN registered at HM Land Registry under title number HD559963	of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space.
5	Other charge or fixed security	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. [] Yes [] No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. [/] Yes Continue [] No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? [/] Yes	
7	Negative Pledge	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. Yes No	
8	Trustee statement •	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.	This statement may be filed after the registration of the charge (use form MR05)
9	Signature	
	Please sign the form here	
Signature	Signature X Allen LOVERY LCl on behalf of the Security Agent on 27/01/17	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name RORY BEASLEY

Company name
ALLEN & OVERY LLP

Actiress ONE BISHOPS SQUARE

Post town LONDON

County/Region

Postcode E 1 6 A D

Country

CX

Telephone 020 3088 0000

✓ Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

✓ Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- [v] The company name and number match the information held on the public Register
- [v] You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created.
- [v] You have shown the names of persons entitled to the charge.
- [v] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate.
- [You have signed the form.
- [v] You have endosed the correct fee.
- [v] Please do not send the original instrument, it must be a certified copy

Important information

Please note that all information on this form will appear on the public record

£ How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below

For companies registered in England and Wales. The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse.or email enquines@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov uk/companieshouse





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 5852377

Charge code: 0585 2377 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th January 2017 and created by ELYSIUM HEALTHCARE PROPERTY 5 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th January 2017

Given at Companies House, Cardiff on 3rd February 2017





Allen & Overy LLP

SECURITY ACCESSION DEED

Except for material redacted pursuant to \$859G of the Companies Act 2006 it certify that this is a correct copy

THIS SECURITY ACCESSION DEED is made on <u>26</u> January 2017

of the original document Allen Lowery CLI
27/1/2017

BETWEEN

- (1) The companies listed in Schedule 1 (New Chargors) (the "New Chargor" 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

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

1

(1) by way of first legal mortgage its Material Property,

- (11) 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)(1) 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)(1) and (a)(11)(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 Debenture) 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 (111) 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

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 l (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
Elysium Healthcare Limited	04063391
Elysium Healthcare No 2 Limited	06244878
Elysium Healthcare No 3 Limited	02989725
Elysium Healthcare No 4 Limited	03257732
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

SCHEDULE 2

SCHEDULE TO SECURITY ACCESSION DEED

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)	Leasehold	ESX379667	Elysium Healthcare No 2 Limited (Registered No 06244878)
		14-18 New Church Road, Hove (BN3 4FH)			
4	Bromley Road	86 Bromley Road, London (SE6 2UR)	Leasehold	TGL463111	Elysium Healthcare Property 4
		88 Bromley Road, London (SE6 2UR)			Limited (Registered No. 05852393)
		84 Bromley Road, London (SE6 2UR)			
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)	Leasehold	BM410930	Elysium Healthcare No 2 Limited (Registered No 06244878)
		Land at Chadwick Drive, Eaglestone			

	_	West			
7	Farmfield	Land and buildings at Farmfield Hospital, Charlwood Road, Horley	Leasehold	SY841877	Elysium Healthcare Property 6 Limited (Registered No 07467929)
8	Keighley	2 Burley Court, Steeton, Keighley (BD20 6TU)	Leasehold	NYK439927	Elysium Healthcare No 4 Limited
	Keighley Satellite Site 1 (Ghyllside)	22 High Street, Steeton, Keighley		:	(Registered No 03257732)
		22a High Street, Steeton, Keighley (BD20 6NT)			
	Keighley Satellite Site 3 (Greenhill)	Greenhill, Station Road, Steeton, Keighley (BD20 6RY)			
	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
		Aspen House, 190 Barnet Road, Potters Bar (EN6 2SE)			06244878)
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)

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)			00244878)
16	Thornford Park	Thornford Park, Crookham Hill, Crookham Common, Thatcham (RG19 8ET) Thornfield Park, Crookham,	Leasehold	BK481012	Elysium Healthcare No 2 Limited (Registered No 06244878)
		Thatcham			
17	Arbury Court	Delph Park, Townfield Road, Winwick, Warrington (WA2 8TR)	Leasehold	CH654689	Elysium Healthcare Property 3 Limited (Registered No 05613375)
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	Keighley Satellite Site 2 (Hurstfield)	Hurstfield, Keighley Road,	Freehold	NYK160613	Elysium Healthcare No 4

		Cowling, Keighley (BD22 0LA)			Limited (Registered No 03257732)
21	Thornford Park	(1) Thornford Park, Crookham Hıll, Crookham Common, Thatcham (RG19 8ET)	Freehold	(1) BK401651 and (2) BK335895	Elysium Healthcare No 2 Limited (Registered No 06244878)
		(2) Thornfield Park, Crookham, Thatcham.			
22	Wellesley	Land adjoining Little Jurston Farm, Chelston, Wellington	Freehold	ST320905	Elysium Healthcare Limited (Registered No 04063391)

SHARES_

Name of New Chargor	Shares
Elysium Healthcare Limited	3 ordinary shares in Elysium Healthcare Property 1 Limited
	3 ordinary shares in Elysium Healthcare Property 2 Limited
	3 ordinary shares in Elysium Healthcare Property 3 Limited
	3 ordinary shares in Elysium Healthcare Property 4 Limited
	3 ordinary shares in Elysium Healthcare Property 5 Limited
Elysium Healthcare No 2 Limited	1 ordinary share in Elysium Healthcare Property 6 Limited
Elysium Healthcare No 3 Limited	2 ordinary shares in Elysium Healthcare No 4 Limited

ACCOUNTS

1	'			
Chargor	Account type	Account name	Account number	Sort code
Elysium Healthcare				
Limited	Trading	N/A	4642	15 10 00

INTELLECTUAL PROPERTY

Patents

None as at the date of this Deed

Trademarks

None as at the date of this Deed

RELEVANT CONTRACTS

None at the date of this Deed

EXECUTION PAGE TO SECURITY ACCESSION DEED

ELYSIUM

HEALTHCARE

LIMITED

EXECUTED as a DEED by

ELYSIUM LIMITED acting by a director in

HEALTHCARE

the presence of:



Signature of witness:



Name (in BLOCK CAPITALS):

BETH JERRAM - ADAMS

Address:

Elysium Healthcare Limited

Unit 2

Imperial Place

Maxwell Road

Borehamwood

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):

BETH JERRAM-ADAMS

Address:

Elyslum Healthcare Limited

Unit 2

Imperial Place

Maxwell Road

Borehamwood

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):

BETH JERRAM-ADAMS

Address:

Elystum Healthcare Limited Unit 2 Imperial Place Maxwell Road Borehamwood Harts WD8 1JN

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):

BETH JERRAM-ADAMS

Address:

Elystum Healthcare Limited Unit 2 Imperial Place Maxwell Road Borehamwood Herts WD8 1JN

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):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited Unit 2 Imperial Place

Maxwell Road

Borehamwood

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):

BETH JERRAM-ADAMS

Address:

Elyslum Healthcare Limited Unit 2 Imperial Place Maxwell Road Borehamwood Herts WD6 1JN

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):

BETH JERRAM -ADAMS

Address:

Elysium Healthcare Limited Unit 2

imperial Piace Maxwell Road

Borehamwood

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):

BETH JERRAM -ADAMS

Address:

Elysium Healthcare Limited Unit 2

Imperial Place Maxwell Road

Borehamwood

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):

BETH JERRAM-ADAMS

Address:

Elysium Healthcare Limited

Unit 2

Imperial Place

Maxwell Road

Borehamwood

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):

BETH JERRAM- ADAMS

Address:

Elysium Healthcare Limited Unit 2 Imperial Place Maxwell Road Borehamwood Herts WD6 1JN

THE SECURITY AGENT

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



Signature of witness:



Name (in BLOCK CAPITALS):

JAIME WU

Address:

10 Havehood Avenue

London NWI GAA