



Registration of a Charge

Company name: **SEQUENCE CARE LIMITED**

Company number: **06259354**



X9Y5X957

Received for Electronic Filing: **12/02/2021**

Details of Charge

Date of creation: **12/02/2021**

Charge code: **0625 9354 0009**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description:

Contains fixed charge(s).

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

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6259354

Charge code: 0625 9354 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by SEQUENCE CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 15th February 2021

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

DATED 12 FEBRUARY 2021

THE COMPANIES SET OUT IN SCHEDULE 1

IN FAVOUR OF

GLAS TRUST CORPORATION LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEBENTURE

EXECUTED IN CONNECTION WITH THE
AMENDMENT OF A FACILITIES AGREEMENT FOR
SEQUENCE CARE GROUP HOLDINGS LIMITED

SUPPLEMENTAL TO A DEBENTURE DATED 3
OCTOBER 2018

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THIS SUPPLEMENTAL DEBENTURE is made by way of deed on 12 February 2021

BY:

- (1) **THE COMPANIES** whose details are set out in Schedule 1 (the "**Original Chargors**" and each an "**Original Chargor**") in favour of
- (2) **GLAS TRUST CORPORATION LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Deed (the "**Security Agent**").

RECITALS:

- (A) The Lenders made a facility available to the Original Borrower pursuant to the Original Facility Agreement (each as defined below).
- (B) Pursuant to the Original Debenture (as defined below) the Original Chargors created security over certain of its assets in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations (as defined in the Intercreditor Deed).
- (C) The Lenders have agreed to amend the Original Facility Agreement as set out in the Third Amendment Letter (each as defined below).
- (D) Each Chargor wishes to confirm the existing security created pursuant to the Original Debenture and grant security over the Charged Assets in respect of its obligations to the Lenders as amended by the Third Amendment Letter.
- (E) This Supplemental Debenture is supplemental to the Original Debenture.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Debenture:

"Amended Facility Agreement" means the Original Facility Agreement as amended and/or restated from time to time including by the Third Amendment Letter.

"Amended Secured Obligations" means the Secured Obligations as defined in the Intercreditor Deed and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date.

"Effective Date" has the meaning given to that term in the Third Amendment Letter.

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be created by or pursuant to Clause 4 (*Supplemental Fixed Security*) of this Supplemental Debenture.

"Intercreditor Deed" means the intercreditor deed dated 3 October 2018 and made between, among others, Sequence Care Group Holdings Limited as Parent, Sequence Care Group Limited as Company, the Debtors, GLAS Trust Corporation Limited as Security Agent, Global Loan Agency Services Limited as agent, the Senior Lenders and the Super Senior Lenders (each as defined in the Intercreditor Deed).

"Lenders" means the financial institutions named in the Original Facility Agreement as Lenders.

"Mortgaged Real Property" means the properties listed in Schedule 2 of this Supplemental Debenture.

"Original Borrower" means Sequence Care Group Limited.

"Original Debenture" means the debenture dated 3 October 2018 between the Original Chargors and the Security Agent.

"Original Facility Agreement" means the facility agreement dated 3 October 2018 between (1) Sequence Care Group Holdings as Parent, (2) the companies listed therein as Original Borrowers, (3) the companies listed in part 2 of schedule 1 therein as Original Guarantors, (4) Aperla Capital Investment Holdco I S.À.R.L as arranger, (5) Global Loan Agency Services as agent and (6) the security agent and (7) the financial institutions named therein as Lenders as amended from time to time before the Effective Date.

"Original Security" means the Security created by or pursuant to the Original Debenture.

"Secured Parties" has the meaning given to that term in the Intercreditor Deed.

"Third Amendment Letter" means the amendment letter dated __ February 2021 between Sequence Care Group Holdings as Parent, the companies listed in schedule 1 therein as the Obligor and Global Loan Agency Services Limited as agent.

1.2 Terms defined in other Finance Documents

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Original Debenture, the Third Amendment Letter or the Amended Facility Agreement has the same meaning in this Supplemental Debenture, or any notice given under or in connection with this Supplemental Debenture.

1.3 Construction

In this Supplemental Debenture:

- (a) the rules of interpretation contained in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Amended Facility Agreement shall apply to the construction of this Supplemental Debenture, or in any notice given under or in connection with this Supplemental Debenture;
- (b) any reference to **"including"** and **"include"** shall mean including and include **"without limitation"** and any words following such terms shall be construed as

illustrative and shall not limit the meaning or scope of the phrase or words preceding such terms; and

- (c) references in this Supplemental Debenture, to any Clause or Schedule shall be to a Clause or Schedule contained in this Supplemental Debenture.

1.4 Present and future assets

- (a) A reference in this Supplemental Debenture to any Mortgaged Real Property, Charged Property or other asset includes, unless the contrary intention appears, present and future Mortgaged Real Property, Charged Property and other assets.
- (b) The absence of or incomplete details of any Charged Property in any Schedule shall not affect the validity or enforceability of any Security under this Supplemental Debenture.

1.5 Real Property

- (a) A reference in this Supplemental Debenture to any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.
- (b) The terms of the Amended Facility Agreement and each other Finance Document are incorporated into this Supplemental Debenture and each other Finance Document to the extent required for any purported disposition of any Real Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 Separate Security

Clauses 4.1 (*Mortgage of Real Property*) to 4.16 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or assignment over each relevant asset within any particular class of assets defined in this Supplemental Debenture and the failure to create an effective mortgage, fixed charge or assignment (whether arising out of this Supplemental Debenture or any act or omission by any party) over any one asset shall not affect the nature or validity of the mortgage, charge or assignment imposed on any other asset whether within that same class of assets or not.

1.7 Permitted Transactions

The terms of this Supplemental Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Finance Documents and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by a Charger (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1.7 shall be for the account of such Chargor, subject to clause 19 (*Costs*

and Expenses) of the Facilities Agreement or the equivalent provision of any other Finance Document.

1.8 Security Agent assumes no obligation

The Security Agent shall not be under any obligation in relation to the Charged Assets as a consequence of this Supplemental Debenture and each Chargor shall at all times remain liable to perform all obligations in respect of the Charged Assets.

2. CONFIRMATION OF EXISTING SECURITY

Each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in the Third Amendment Letter and (b) continue to secure its Amended Secured Obligations.

3. COMMON PROVISIONS

3.1 Common provisions as to all Security

All the Security created by or pursuant to this Supplemental Debenture is:

- (a) created with full title guarantee;
- (b) created in favour of the Security Agent as trustee for the Secured Parties and the Security Agent shall hold the benefit of this Supplemental Debenture and the Security created by or pursuant to it on trust for the Secured Parties; and
- (c) continuing security for the payment and discharge of all the Amended Secured Obligations.

3.2 Supplemental Security

All the Security created by or pursuant to Clauses 4 (*Supplemental Fixed Security*) and 5 (*Supplemental Floating Charge*) is created 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.

3.3 Consent for Fixed Security

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party.

4. SUPPLEMENTAL FIXED SECURITY

4.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its interest in the Mortgaged Real Property and all Related Rights.

4.2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage of Real Property*)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all the Real Property (other than any Short Leasehold Property or Restricted Property) now or at any time after the date of this Deed belonging to each Chargor (as applicable), together with all Related Rights.

4.3 Fixed Charge over non Restricted Land

Each Chargor charges, by way of first fixed charge, all Real Property (other than Short Leasehold Property) which has ceased to fall within the definition of Restricted Land by virtue of receipt of the relevant landlord's consent to charge that Real Property, but only with effect from the date on which that consent is obtained, together with all Related Rights.

4.4 Fixed charge over Plant and Machinery

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all Plant and Machinery and other fixtures and fittings attached to any Real Property and all Related Rights.

4.5 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts and all Related Rights.

4.6 Fixed charge over Receivables

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to all present and future Receivables and all Related Rights.

4.7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge:

- (a) all of its rights, title and interest from time to time in and to its Investments;
- (b) all Investment Derivative Rights; and
- (c) where any Investment is held in a system for the deposit and settlement of transactions in Investments, all rights against the operator of such system or any participant in respect of such Investment.

4.8 Fixed charge over Intellectual Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights.

4.9 Fixed charge over goodwill

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill of any Chargor.

4.10 Uncalled capital

Each Chargor charges, by way of first fixed charge, the uncalled capital of any Chargor.

4.11 Accounts

Each Chargor assigns and agrees to assign absolutely by way of first fixed charge, all of its rights, claims, title and interest from time to time in and to each Account and all Related Rights other than those validly and effectively assigned under Clause 4.16.

4.12 Material Contracts

Each Chargor assigns and agrees to assign absolutely by way of first fixed charge, all of its rights, claims, title and interest from time to time in and to each Material Contract and all Related Rights other than those validly and effectively assigned under Clause 4.16.

4.13 Insurance Policies

Each Chargor charges by way of first fixed charge, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy and all Related Rights other than those validly and effectively assigned under Clause 4.16.

4.14 Licences and consents

Each Chargor charges by way of first fixed charge, all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them.

4.15 Pension Fund

Each Chargor charges by way of first fixed charge, all rights, interests and claims in any pension fund now or in the future

4.16 Security Assignment

Each Chargor with full title guarantee assigns absolutely to the Security Agent as continuing security for the payment and discharge of the Secured Obligations all of its rights, title, interest and benefit from time to time in and to:

- (a) the Material Contracts and all Related Rights;
- (b) the Accounts and all Related Rights; and
- (c) the Insurance Policies.

5. SUPPLEMENTAL FLOATING CHARGE

5.1 Floating charge

- (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all of its present and future:
 - (i) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge pursuant to Clause 4 (*Supplemental Fixed Security*), or assigned pursuant to Clause 4.16 (*Security Assignment*) or any other provision of this Deed; and
 - (ii) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.
- (b) The floating charge created pursuant to paragraph (a) of Clause 5.1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by each Chargor under the Finance Documents in favour of the Security Agent as security for the Secured Obligations.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to paragraph (a) of Clause 5.1 above (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

6. MISCELLANEOUS

6.1 Financial Collateral

To the extent that the Charged Property constitutes Financial Collateral, each Chargor agrees that such Charged Property shall be held or designated so as to be under the control of the Security Agent (or by a person acting on its behalf) for the purposes of the Financial Collateral Regulations. To the extent that the Charged Property constitutes Financial Collateral and is subject to a Security Financial Collateral Arrangement created by or pursuant to this Deed, the Security Agent shall have the right at any time after this Deed becomes enforceable, to appropriate all or any part of that Charged Property in or towards the payment or discharge of the Secured Obligations. The value of any Charged Property appropriated in accordance with this Clause shall be (a) in the case of cash, the amount standing to the credit of any account, together with accrued but unposted interest, at the time the right of appropriation is exercised, and (b) in the case of Investments, the market price of that Charged Property at the time the right of appropriation is exercised, as listed on any recognised market index, or as determined by such other method as the Security Agent may select (acting reasonably). Each Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations

6.2 Incorporation of provisions from Amended Facility Agreement

The provisions of clauses 1.4 (*Third party rights*), 15 (*Tax gross up and indemnities*), 17 (*Other indemnities*), 35.1 (*Accounts*), 35.2 (*Certificates and determinations*) and 38 (*Amendments and waivers*) of the Amended Facility Agreement are incorporated into

this Supplemental Debenture as if expressly set out in full in this Supplemental Debenture, but so that references in those clauses to the Amended Facility Agreement are references to this Supplemental Debenture.

6.3 **Incorporation of provisions from Original Debenture**

The provisions of clauses 2 (*Covenant to pay*), 6 (*Crystallisation of floating charge*), 7 (*Perfection of Security*), 8 (*Further Assurance*), 9 (*Undertakings*), 10 (*Enforcement of Security*), 11 (*Powers of the Security Agent*), 12 (*Appointment of Receiver or Administrator*), 13 (*Powers of Receiver*), 14 (*Application of Moneys*), 15 (*Protection of Purchasers*), 16 (*Power of Attorney*), 17 (*Effectiveness of Security*), 18 (*Prior Security Interests*), 19 (*New Accounts*), 20 (*Release of Security*), 21 (*Expenses and Indemnity*), 23 (*Notices*), and 26 (*Jurisdiction*) and Schedule 2 (*Details of Charged Property*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that references in those clauses to:

- (a) the "**Facility Agreement**" are references to the "Amended Facility Agreement";
- (b) the "**Secured Obligations**" are references to the "Amended Secured Obligations";
- (c) "**Charged Assets**" are references to the assets of each Chargor charged in favour of, or assigned (whether at law or in equity) to the Security Agent pursuant to this Supplemental Debenture; and
- (d) "**this Deed**" are references to this Supplemental Debenture.

6.4 **Original Debenture**

Except insofar as supplemented by this Supplemental Debenture, the Original Debenture shall remain in full force and effect.

6.5 **No merger**

For the avoidance of doubt, any mortgage, charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Debenture and shall not merge in any security constituted by this Supplemental Debenture or be released, extinguished or affected in any way by the security constituted by this Supplemental Debenture.

6.6 **Ratification**

Each Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

7. **GOVERNING LAW**

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

THIS SUPPLEMENTAL DEBENTURE has been signed by the Security Agent and executed as a deed by each Chargor and is delivered on date specified at the beginning of this deed.

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Company number	Registered Office
Sequence Care Group Holdings Limited	08499847	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Sequence Care Group Limited	08499959	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Sequence Care Limited	06259354	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Sequence Healthcare Management Limited	10694421	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Corinthian Healthcare Limited	06268563	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Progress Housing Limited	10573444	Highbury Crescent Rooms, 70 Ronalds Road, London, NS 1XA
Liaise Loddon Limited	03044911	Highbury Crescent Rooms, 70 Ronalds Road, London, England, N5 1XA

SCHEDULE 2
THE MORTGAGED REAL PROPERTY

Chargor	Address	Title Number
Corinthian Healthcare Limited	310 Totteridge Road, High Wycombe HP13 7LW	BM262392
Corinthian Healthcare Limited	53-55 Spital Street, Dartford DA1 2EB	K284714
Corinthian Healthcare Limited	67 Crossbrook Street, Cheshunt, Waltham, Cross EN8 8LU	HD302132
Corinthian Healthcare Limited	20A and 20B Connington Crescent, London E4 6LE	EGL531013
Corinthian Healthcare Limited	Orchard Cottage, 31a Oakdene Avenue, Erith, DA8 1EJ	P101487
Corinthian Healthcare Limited	71 St Pauls Road, London, N17 0ND	MX455780
Corinthian Healthcare Limited	Land at the rear of 92 Park Lane, London N17 0JR	MX146475
Corinthian Healthcare Limited	Land at the rear of 88 Park Lane, London N17 0JR	EGL397818
Corinthian Healthcare Limited	97 Browning Road, London E12 6RB	EGL195685
Corinthian Healthcare Limited	32 Ferme Park Road, London N4 4ED	AGL106329
Corinthian Healthcare Limited	1 to 7 (inc) Bloomfield Court, 69 Bloomfield Road, London SE18 7JN	SGL474822
Corinthian Healthcare Limited	23a Highbridge Street, Waltham Abbey EN9 1BZ	EX810712
Corinthian Healthcare Limited	Milton House, Nursery Lane, Worthing BN11 3HS	WSX213496

Corinthian Healthcare Limited	13 Shakespeare Road, Worthing BN11 4AR	WSX40889
Corinthian Healthcare Limited	78 Langbury Lane and land to the north of Langbury Lane, Ferring	WSX66894 and WSX123166
Corinthian Healthcare Limited	Knoll House, 1 Common Lane, Dartford, Kent, DA2 7DE	K348021
Corinthian Healthcare Limited	35 Lucas Road, High Wycombe, Buckinghamshire, HP13 6HP	BM215282
Corinthian Healthcare Limited	Land at 33a Oakdene Avenue, Erith DA8 1EJ	SGL583977
Corinthian Healthcare Limited	Land on the south side of 67 Crossbrook Street, Cheshunt, Waltham Cross, EN8 8LU	HD527917
Corinthian Healthcare Limited	75b Cants Lane, Burgess Hill, RH15 0LX	SX127068
Corinthian Healthcare Limited	Land on the north side of 89 Cants Lane, Burgess Hill, RH15 0LX	SX128237
Corinthian Healthcare Limited	Land adjoining Birches, 77 Cants Lane, Burgess Hill, RH15 0LX	SX128416
Corinthian Healthcare Limited	Land on the south east side of 75a Cants Lane, Burgess Hill, RH15 0LX	WSX138966
Corinthian Healthcare Limited	Applelea, The Harrow Way, Basingstoke RG22 4BB	HP381846
Corinthian Healthcare Limited	Baytrees, 246 Old Worthing Road, Basingstoke RG22 6PD	HP348483

Corinthian Healthcare Limited	Cornview, 124 Roman Road, Basingstoke RG23 8HF	HP518884
Corinthian Healthcare Limited	Glebelands, 14 Wallis Road, Fairfields, Basingstoke RG21 3DN	HP574191
Corinthian Healthcare Limited	Karibu Place, 37-39 Mulfords Hill, Tadley, Hampshire RG26 3HY	HP349458
Corinthian Healthcare Limited	3 Kennet Way, Oakley, Basingstoke, RG23 7AP	HP52809
Corinthian Healthcare Limited	5 Kennet Way, Oakley, Basingstoke, RG23 7AP	HP54305
Corinthian Healthcare Limited	Marika House, Stoneymarsh, Michelmersh, Romsey SO51 0LB	HP673899
Corinthian Healthcare Limited	Sansa House, 39 Cliddesden Road, Basingstoke RG21 3DT	HP635181
Corinthian Healthcare Limited	Timaru, Greatbridge Road, Romsey, Hampshire SO51 0HB	HP483619
Corinthian Healthcare Limited	Willow Tree Lodge, 189 Kempshott Lane, Basingstoke, Hampshire, RG22 5NA	HP606767
Corinthian Healthcare Limited	6 Chantry Road Worthing, BN13 1QN	WSX176606
Corinthian Healthcare Limited	98 Roman Road, Basingstoke, RG23 8HD	HP438330

EXECUTION PAGES TO SUPPLEMENTAL DEBENTURE

Chargors

EXECUTED as a DEED
by SEQUENCE CARE GROUP
HOLDINGS LIMITED

)
)
)

[Redacted Signature]

Signature of director

Connie Salmon

Name of director

in the presence of

[Redacted Signature]

Signature of witness

Ivan Castwright

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by SEQUENCE CARE GROUP
LIMITED

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)
)

[Redacted Signature]

Signature of director

Connie Salmon

Name of director

in the presence of

[Redacted Signature]

Signature of witness

Ivan Castwright

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by SEQUENCE CARE LIMITED

)
)
)

[Redacted Signature]

Signature of director

Connie Salzman

Name of director

in the presence of

[Redacted Signature]

Signature of witness

Ivan Cartwright

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by SEQUENCE HEALTHCARE
MANAGEMENT LIMITED

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)
)

[Redacted Signature]

Signature of director

Connie Salzman

Name of director

in the presence of

[Redacted Signature]

Signature of witness

Ivan Cartwright

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by CORINTHIAN HEALTHCARE
LIMITED.

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)
)

[Redacted Signature]

Signature of director

.....Connie Salmon.....

Name of director

in the presence of

X [Redacted Signature]

Signature of witness

.....Ivan Cartwright.....

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by PROGRESS HOUSING LIMITED

)
)
)

[Redacted Signature]

Signature of director

.....Connie Salmon.....

Name of director

in the presence of

X [Redacted Signature]

Signature of witness

.....Ivan Cartwright.....

Name of witness

[Redacted Address]

Address of witness

EXECUTED as a DEED
by LIAISE LODDON LIMITED

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)
)

[Redacted]

Signature of director

Connie Salmon

Name of director

in the presence of

X [Redacted]

Signature of witness

Ivan Cartwright

Name of witness

[Redacted]

Address of witness

Security Agent

For and on behalf of

GLAS TRUST CORPORATION LIMITED



Name:Emma Batchelor.....

Transaction Manager

Title: