



Registration of a Charge

Company Name: **SEQUENCE CARE LIMITED**

Company Number: **06259354**



XAU74B5

Received for filing in Electronic Format on the: **04/01/2022**

Details of Charge

Date of creation: **21/12/2021**

Charge code: **0625 9354 0010**

Persons entitled: **GLAS TRUST CORPORATION LIMITED AS SECURITY AGENT**

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: **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: **RHODA MACLENNAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6259354

Charge code: 0625 9354 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2021 and created by SEQUENCE CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2022 .

Given at Companies House, Cardiff on 5th January 2022

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

between

MEADOW ACQUISITION HOLDING 2 LIMITED
(as Parent)

THE COMPANIES LISTED IN SCHEDULE 1
(as New Chargors)

and

GLAS TRUST CORPORATION LIMITED
(as Security Agent)

THIS SECURITY ACCESSION DEED is made on 21 December 2021

BETWEEN:

- (1) **MEADOW ACQUISITION HOLDING 2 LIMITED**, a limited liability company incorporated and registered under the laws of Jersey with registered number 137584 (the "**Parent**");
- (2) **THE COMPANIES LISTED IN THE SCHEDULE 1 TO THIS DEED** (each a "**New Chargor**" and together, the "**New Chargors**"); and
- (3) **GLAS TRUST CORPORATION LIMITED** as security trustee for itself and the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a security agreement dated 28 September 2021 between, amongst others, the Parent, the Chargors named therein and the Security Agent (the "**Security Agreement**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1. Definitions

1.1.1. Terms defined in the Security Agreement shall have the same meaning when used in this deed unless otherwise defined herein or the context otherwise requires.

1.1.2. In this deed:

"Legally Mortgaged Property" means the freehold and leasehold property in England and Wales and described in Schedule 4 (*The Legally Mortgaged Property*) together with the proceeds of sale thereof and all buildings and trade and other fixtures on any such property belonging to or charged to the relevant New Chargor and machinery thereon and therein and all rights, licenses, guarantees, rents, deposits, contracts, covenants and warranties relating to any such property; and

"Shares" means all shares owned by a New Chargor (legally or beneficially (as applicable)) now or in the future in an Obligor or other Material Subsidiary incorporated in England and Wales including but not limited to the shares, if any, specified in Schedule 2 (Shares).

1.2. Construction

Clauses 1.2 (*Construction*) to 1.8 (*Miscellaneous*) (inclusive) of the Security Agreement will be deemed to be set out in full in this deed, but as if references in those clauses to "this deed" and other similar expressions 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 Security Agreement with immediate effect and agrees to be bound by all of the relevant terms of the Security Agreement as if they had each originally been a party to it as a Chargor.

2.2. Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations in the manner provided for in the Debt Documents when they fall due for payment pursuant to and in accordance with the Debt Documents.

2.3. Specific Security

(a) Legal Mortgage

Each New Chargor hereby charges with full title guarantee in favour of the Security Agent as continuing security for the payment and discharge of all the Secured Obligations, by way of first legal mortgage, all its estates and interests in the Legally Mortgaged Property.

(b) Fixed Charges

Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

- (i) all of its rights, title and interests in the Bank Accounts, all monies standing to the credit of the Bank Accounts and all corresponding Related Rights;
- (ii) the Shares and all corresponding Related Rights; and
- (iii) if not effectively assigned by Clause 2.4 (Security Assignment), all its rights, title and interest in (and claims under) the Intercompany Receivables and all corresponding Related Rights.

2.4. Security Assignment

As further continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest, both present and future, from time to time in the Intercompany Receivables, subject in each case to reassignment by the Security Agent to the relevant New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.

2.5. Floating Charge

- (a) As further continuing security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2.6. Conversion of Floating Charge

- (a) The Security Agent may, by notice to the relevant New Chargor, convert the floating charge created under this deed into a fixed charge with immediate effect as regards those assets specified in the notice: (i) if an Acceleration Event has occurred; or (ii) if the Security Agent has reasonable ground for considering the Charged Property to be in danger of being seized or sold under any form of distress, attachment, extension or other legal process, or to be otherwise in jeopardy.
- (b) The floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the relevant New Chargor which are subject to the floating charge created under this deed, if:
 - (i) any formal step is taken in relation to the winding up or dissolution of a New Chargor or the making of any compromise, assignment or arrangement with any creditor;
 - (ii) if a Receiver or an administrator is appointed or any formal step is taken in relation to the appointment of a Receiver or an administrator;
 - (iii) the relevant New Chargor creates, or purports to create, Security (except as permitted by the Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under this deed.
- (c) Upon the conversion of any floating charge pursuant to this Clause, the relevant New Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security

Agent may require but on terms no more onerous than the terms of this deed and subject to the Agreed Security Principles.

- (d) Any notice given by, or on behalf of the Security Agent under paragraph (a) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of any other asset or of any other right of a Secured Party under this deed or any other Debt Document.

3. NEGATIVE PLEDGE

- (a) Except as permitted under paragraph (b) below, no New Chargor shall create or permit to subsist any Security or Quasi-Security over any of the Charged Property.
- (b) Paragraph (a) above does not apply to any Security or (as the case may be) Quasi-Security, which is:
 - (i) Permitted Security; or
 - (ii) a Permitted Transaction.

4. CONSTRUCTION OF SECURITY AGREEMENT

- (a) The Security Agreement shall remain in full force and effect as supplemented by this deed.
- (b) The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "this deed" or "this Agreement" and other similar expressions will be deemed to be references to the Security Agreement as supplemented by this deed.

5. DESIGNATION AS A DEBT DOCUMENT AND A TRANSACTION SECURITY DOCUMENT

This deed is designated as a Debt Document and as a Transaction Security Document.

6. FAILURE TO EXECUTE

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

7. NOTICES

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

Address: Highbury Crescent, 70 Ronalds Road, London, N5 1XA

E-mail address:

Attention: Constance Salmon

8. COUNTERPARTS

This deed 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 deed.

9. INVALIDITY OF ANY PROVISION

If any provision of this deed is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

10. GOVERNING LAW

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) Subject to paragraph (c) below, the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this deed) (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- (c) The Parties agree that, for the benefit of the Secured Parties only, nothing in this deed shall limit the right of the Secured Parties to bring any legal action against the Parent or any of the New Chargors in any other court of competent jurisdiction. To the extent allowed by law, the Secured Party 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	COMPANY NUMBER	REGISTERED ADDRESS
Sequence Care Group Holdings Limited	08499847	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Sequence Care Group Limited	08499959	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Corinthian Healthcare Limited	06268563	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Sequence Healthcare Management Limited	10694421	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Progress Housing Limited	10573444	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Sequence Care Limited	06259354	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA
Liaise Loddon Limited	03044911	Highbury Crescent Rooms, 70 Ronalds Road, London, N5 1XA

SCHEDULE 2

SHARES

NAME OF CHARGOR WHICH HOLDS THE SHARES	NAME OF COMPANY ISSUING SHARES	NUMBER AND CLASS OF SHARES
Sequence Care Group Holdings Limited	Sequence Care Group Limited	1 ordinary share of £1.00
Sequence Care Group Limited	Corinthian Healthcare Limited	102 A ordinary shares of £1.00 each 100 B ordinary shares of £1.00 each
Corinthian Healthcare Limited	Sequence Healthcare Management Limited	1 ordinary share of £1.00
Corinthian Healthcare Limited	Progress Housing Limited	1 ordinary share of £1.00
Corinthian Healthcare Limited	Sequence Care Limited	1 ordinary share of £1.00
Sequence Care Limited	Liaise Loddon Limited	100 ordinary share of £1.00

SCHEDULE 3

BANK ACCOUNTS

Company Name	Account Bank Name	Sort Code	Account Number
Sequence Care Group Holdings Limited	Santander UK Plc		
Sequence Care Group Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
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Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Sequence Care Limited	Santander UK Plc		
Progress Housing Limited	Santander UK Plc		
Corinthian Healthcare Limited	Santander UK Plc		
Liaise Loddon Limited	Nat West Bank Plc		
Liaise Loddon Limited	Nat West Bank Plc		
Liaise Loddon Limited	Nat West Bank Plc		
Liaise Loddon Limited	Nat West Bank Plc		
Liaise Loddon Limited	Nat West Bank Plc		
Liaise Loddon Limited	Nat West Bank Plc		

SCHEDULE 4

LEGALLY MORTGAGED PROPERTY

NO.	PROPERTY ADDRESS	REGISTERED PROPRIETOR	TENURE	TITLE NUMBERS
1.	32 Ferme Park Road, London N4 4ED	Corinthian Healthcare Limited	Freehold	AGL106329
2.	20A and 20B Connington Crescent, London E4 6LE	Corinthian Healthcare Limited	Freehold	EGL531013
3.	23A Highbridge Street, Waltham Abbey EN9 1BZ	Corinthian Healthcare Limited	Freehold	EX810712
4.	67 Crossbrook Street, Chestnut, Waltham Cross EN8 8LU	Corinthian Healthcare Limited	Freehold	HD302132
5.	65 Crossbrook Street, Chestnut, Waltham Cross EN8 8LU	Corinthian Healthcare Limited	Freehold	HD527917
6.	53-55 Spital Street, Dartford DA1 2EB	Corinthian Healthcare Limited	Freehold	K284714
7.	1 to 7 (inc) Bloomfield Court, 69 Bloomfield Road, London SE18 7JN	Corinthian Healthcare Limited	Freehold	SGL474822
8.	75b Cants Lane, Burgess Hill RH15 0LX	Corinthian Healthcare Limited	Freehold	SX127068
9.	Land adjoining Birches, 77 Cants Lane, Burgess Hill RH15 0LX	Corinthian Healthcare Limited	Freehold	SX128416
10.	Land on the north side of 89 Cants Lane, Burgess Hill RH15 0LX	Corinthian Healthcare Limited	Freehold	SX128237
11.	Land on the south east side of 75a Cants Lane, Burgess Hill RH15 0LX	Corinthian Healthcare Limited	Freehold	WSX138966
12.	Milton House, Nursery Lane, Worthing BN11 3HS	Corinthian Healthcare Limited	Freehold	WSX213496
13.	13 Shakespeare Road, Worthing BN11 4AR	Corinthian Healthcare Limited	Freehold	WSX40889

14.	Karibu Place, 37-39 Mulford's Hill, Tadley RG26 3HY	Corinthian Healthcare Limited	Freehold	HP349458
15.	Marika House, Stoney Marsh, Romsey SO51 0LB	Corinthian Healthcare Limited	Freehold	HP673899

EXECUTION PAGES

THE PARENT

EXECUTED as a **DEED** by)
MEADOW ACQUISITION HOLDING 2)
LIMITED acting by a director in the)
presence of)

Director
Richard Thomas Saunders

Signature of Witness

Name Joseph Hare

Address

THE NEW CHARGORS

EXECUTED as a **DEED** by)
SEQUENCE CARE GROUP HOLDINGS)
LIMITED acting by a director in the)
presence of)

Director
Connie Salmon

Signature of Witness


Name Thomas Chadwick

Address

EXECUTED as a **DEED** by)
SEQUENCE CARE GROUP LIMITED)
acting by a director in the presence of)
)


.....
Director

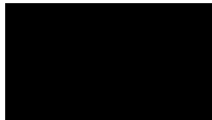
Signature of Witness



Connie Salmon

Name Thomas Chadwick

Address



EXECUTED as a **DEED** by)
CORINTHIAN HEALTHCARE LIMITED)
acting by a director in the presence of)
)


Director
Connie Salmon

Signature of Witness



Name Thomas Chadwick

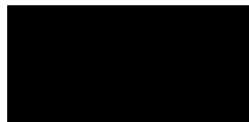
Address



EXECUTED as a **DEED** by)
SEQUENCE HEALTHCARE)
MANAGEMENT LIMITED acting by a)
director in the presence of)
)


Director
Connie Salmon

Signature of Witness



Name Thomas Chadwick

Address



EXECUTED as a **DEED** by)
PROGRESS HOUSING LIMITED acting)
by a director in the presence of)

)
Director
Connie salmon

Signature of Witness

Name Thomas Chadwick

Address

EXECUTED as a **DEED** by)
SEQUENCE CARE LIMITED acting by)
a director in the presence of)

)
Director
Connie salmon

Signature of Witness

Name Thomas Chadwick

Address

EXECUTED as a **DEED** by)
LIAISE LODDON LIMITED acting by a)
director in the presence of)

)
Director
Connie salmon

Signature of Witness

Name Thomas Chadwick

Address

THE SECURITY AGENT

GLAS TRUST CORPORATION LIMITED

By:

Name: Emma Batchelor

Title: Transaction Manager

Notice Details

Address: 55 Ludgate Hill, Level 1, West, London EC4M 7JW

Facsimile:

Email:

Attention: Transaction Management Group/ Meadow TRN00002081