

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for company. To do this, please use form MG01s

WEDNESDAY



LD2 *LK8M3MUI* 25/08/2010 55
COMPANIES HOUSE

1

Company details

Company number 0 2 9 8 9 7 2 5

Company name in full Craegmoor Hospitals Limited (the "Charging Company")

32 For official use

→ Filling in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation d1 d0 m0 m8 y2 y0 y1 y0

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A supplemental deed of assignment of acquisition agreement claims dated 10 August 2010 made between the Charging Company (1) in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (2) (the "Deed of Assignment")

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Barclays Bank PLC

Address (in its capacity as Security Agent for the Beneficiaries)

5 The North Colonnade, London

Postcode E 1 4 4 B B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed of Assignment unless otherwise specified. References in this Form MG01 to the Deed of Assignment or to any other document (including any Finance Document) include reference to the Deed of Assignment, or to such other document, as varied in any manner from time to time.

Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Deed of Assignment and which must be read as part of those charges.

Particulars of property mortgaged or charged

The Charging Company, with full title guarantee, assigned absolutely to the Security Agent the benefit of all of its Acquisition Agreement Claims by way of security for the payment and discharge of all Secured Sums.

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PLEASE ALSO SEE ATTACHED CONTINUATION PAGES

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 1

Covenants and Restrictions in the Deed of Assignment

- 1 By Clause 7 (*Negative Covenants*) the Charging Company agreed that it would not, without the prior written consent of the Security Agent
 - (a) rescind, cancel or otherwise terminate nor permit the Vendors to rescind, cancel or otherwise terminate any Acquisition Document, or
 - (b) take or omit to take any action the taking or omission of which might result in any alteration or impairment of the Acquisition Agreement Claims or the Deed of Assignment or of any of the rights created by the Deed of Assignment, or
 - (c) agree to any variation, modification or amendment to the terms of the Acquisition Documents, or release the Vendors from any of their obligations under any Acquisition Document or waive any breach of the Vendors' obligations or consent to any such act or omission of the Vendors as would otherwise constitute such a breach, or
 - (d) create or permit to subsist any Security over the Acquisition Agreement Claims, apart from Permitted Security and Security given under the Finance Documents
- 2 The Charging Company agreed under Clause 4 (*Incorporation of Provisions*) of the Deed of Assignment that the Deed of Assignment has been executed by the parties as a supplement to the Debenture and that all of the covenants, provisions and powers contained in or subsisting under the Debenture shall be applicable for securing all of the moneys and liabilities secured by the Deed of Assignment and for defining and enforcing the rights of the parties under the Deed of Assignment as if such covenants, provisions and powers had been set out in full in the Deed of Assignment, with the appropriate changes having been made For further details see the Form 395 filed against the Charging Company in respect of the Debenture

Please go to Continuation Page 2

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 2

Definitions

"Acquisition Agreement" means the agreement dated on or about the date of the Deed of Assignment relating to the sale and purchase of the entire issued share capital Burnside Care Limited, a company incorporated under the laws of England and Wales with registered number 05628124 and made between the Charging Company and the Vendors

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document

"Acquisition Documents" means the Acquisition Agreement and the Disclosure Letter and the Tax Deed (each as defined in the Acquisition Agreement), and any other document designated an "Acquisition Document" by the Agent and the Parent

"Agent" means Barclays Bank PLC in its capacity as agent under the Facilities Agreement

"Beneficiaries" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty

"Debenture" means the debenture dated 18 July 2008 between, amongst others, Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as chargor) and Barclays Bank PLC (as Security Agent), and to which the Assignor acceded as a chargor under the Deed of Accession and Charge

"Facilities Agreement" means the facilities agreement dated 18 July 2008 between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as Parent), the companies listed therein as Original Borrowers, the companies listed therein as Original Guarantors, the Original Lenders, Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Arrangers) and Barclays Bank PLC (as Agent, Security Agent and Issuing Bank) (each term as defined therein)

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and the Hedging Agreements

"Hedging Counterparty" has the meaning given to that term in the Intercreditor Agreement

"Hedging Agreements" has the meaning given to that term in the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 18 July 2008 made between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as the Parent), Barclays Bank PLC (as Security Agent, Senior Agent and Mezzanine Agent), Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Senior Arrangers and Mezzanine Arrangers), the Hedge Counterparties, the Senior Creditors, the Mezzanine Creditors, the Investors, the Obligors, the Intercompany Creditors and the Intercompany Debtors (each term as defined therein)

"Mezzanine Agent" means Barclays Bank PLC as agent under the Mezzanine Facility Agreement

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6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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Please give the short particulars of the property mortgaged or charged

Short particulars

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"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 18 July 2008 between Craegmoor Group (No 3) Limited (formerly Miro Mezzco Limited) (as Parent), Craegmoor Group (No 4) Limited (formerly Miro Acquisitions Limited) (as Borrower), the Original Guarantors, the Original Lenders, Barclays Leveraged Finance, Credit Agricole CIB (formerly Calyon) and RBC Capital Markets (as Arrangers) and Barclays Bank PLC (as Agent and Security Agent) (each term as defined therein)

"Mezzanine Finance Party" means the Mezzanine Agent, each Arranger (as defined in the Mezzanine Facility Agreement), the Security Agent, the Lenders (as defined in the Mezzanine Facility Agreement) and any Hedge Counterparty

"Parent" means Craegmoor Group (No 3) Limited a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 06628024

"Permitted Security" means has the meaning given to that term in the Facilities Agreement

"Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor (as defined in the Debenture, and including the Charging Company) to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Accession Letter, any Ancillary Document, any Letter of Credit, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Intercreditor Agreement, the Syndication Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a such by the Agent and the Parent (each as defined in the Facilities Agreement unless otherwise defined in these continuation pages)

"Senior Finance Party" means the Agent, each Arranger, the Security Agent, the Lenders, the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (each as defined in the Facilities Agreement unless otherwise defined in these continuation pages)

Please go to Continuation Page 4

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Continuation page 4

"Security" means has the meaning given to that terms in the Facilities Agreement

"Security Agent" means Barclays Bank PLC, acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Vendors" means Colin Sherburn and Sally Musson

END OF CONTINUATION PAGES

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X Hogan Lovells International LLP X

This form must be signed by a person with an interest in the registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3/SM/BL

Company name
Hogan Lovells International
LLP

Address Atlantic House

Holborn Viaduct

London

Post town

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 2989725
CHARGE NO. 32

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
ASSIGNMENT OF ACQUISITION AGREEMENT CLAIMS DATED
10 AUGUST 2010 AND CREATED BY CRAEGMOOR HOSPITALS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH CHARGOR TO ALL OR ANY OF THE
BENEFICIARIES ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 25 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES