

MG01

Particulars of a mortgage or charge



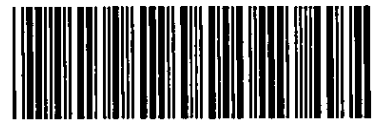
0198731273

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
particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



"L1GH42CJ"

LD5

31/08/2012

#69

COMPANIES HOUSE

1 Company details

Company number 0 3 3 2 8 6 6 1

Company name in full Tamans Healthcare (England) Limited (the "Chargor")

99 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 d2 d4 m0 m8 y2 y0 y1 y2

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 Standard Security by the Chargor in favour of Barclays Bank PLC as security trustee for itself and
the other Secured Parties (the "Chargee") dated 08 August 2012 (the "Standard Security")

4 Amount secured

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

Amount secured All present and future monies, debts, liabilities and obligations due at any
time of any member of the Group to any Creditor (both actual and contingent
and whether incurred solely or jointly with any other person or in any other
capacity), including without limitation any amounts (such as post-insolvency
interest) that would be included in any thereof but for discharge, non-
provability, unenforceability or non-allowance of those amounts in any
insolvency or other proceedings, under: (a) the RCF Finance Documents, (b)
the Hedging Agreements, (c) the Senior Secured Bridge/Notes Finance
Documents, (d) the Pan Passu Debt Documents, (e) the Credit Facility
Documents other than the RCF Finance Documents, and (f) any Additional
Liabilities in respect of any Secured Debt Documents (the "Secured
Obligations")

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

MG01**Particulars of a mortgage or charge****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

5 The North Colonnade

Canary Wharf, 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

All and whole the tenant's interest in the lease relating to Lammernuir House, East Links Court, Dunbar, East Lothian between Principal Healthcare Finance Limited and Carlton Care Limited dated Twelfth June and Ninth July Nineteen hundred and Ninety eight and registered in the Land Register of Scotland under Title Number ELN7999

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Particulars of a mortgage or charge

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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

None

8

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 870).

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 866). 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).

9

Signature

Please sign the form here

Signature

Signature

X Latham & Watkins X

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

MG01

Particulars of a mortgage or 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 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 **Manoj Bhundia**

Company name
Latham & Watkins

Address **99 Bishopsgate**

Post town **London**

Country/Region

Postcode

E	C	2	M	3	X	F
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Country **United Kingdom**

DX

Telephone **020-7710-1000**

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

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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

DEFINITIONS

In this Form MG01

"Additional Liabilities" means, in relation to any Liability (as defined in the Intercreditor Agreement), any money, debt or liability due, owing or incurred under or in connection with (a) any refinancing, novation, deferral, extension or increase of such Liability, (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs, any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability, (d) any claim against any Debtor (as defined in the Intercreditor Agreement) or Intra-Group Borrower (as defined in the Intercreditor Agreement) flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise, and (e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings,

"Credit Facility" means (a) on or prior to the RCF Discharge Date, the RCF Facility, and (b) after the RCF Discharge Date, any credit facility that meets the requirements of a "Credit Facility" under and as defined in the Senior Secured Bridge/Notes Finance Documents which is entitled, under the terms of the Senior Secured Bridge/Notes Finance Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders (as defined in the Intercreditor Agreement) as provided for in the Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with clause 20.2 (*New Credit Facility Lenders and Creditor Representatives*) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Bridge/Notes Finance Documents to rank senior to the Senior Secured Bridge/Notes Liabilities with respect to the proceeds of any Enforcement of the Transaction Security,

"Credit Facility Documents" means (a) on or prior to the RCF Discharge Date, each RCF Finance Document, and (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility,

"Creditor" means the Primary Creditors and the Subordinated Creditors (as each term is defined in the Intercreditor Agreement)

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Chargee,

"Enforcement" means the enforcement of the Transaction Security, the requesting of a Distressed Disposal (as defined in the Intercreditor Agreement) and/or the release of claims and/or Transaction Security on a Distressed Disposal under clause 15.2 (*Distressed Disposals*) of the Intercreditor Agreement, the giving of instructions as to actions in respect of any Transaction Security following an Insolvency Event (as defined in the Intercreditor Agreement) under clause 11.7 (*Security Agent instructions*) of the Intercreditor Agreement and the taking of any other actions consequential on (or necessary to effect) the enforcement of the Transaction Security,

"Finance Party" means (a) on or prior to the RCF Discharge Date, any RCF Finance Party, and (b) after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents,

"Group" means, together (a) Elii Acquisitions Limited and each of its Restricted Subsidiaries for the time being, (b) to the extent not already included in the foregoing, Elii Investments Limited and each of its Restricted Subsidiaries for the time being, and (c) each of Carmel Capital VIII S a r l and Carmel Capital IX S a r l ,

"Hedge Agreements" means any Debt Related Hedging Agreement (as defined in the Intercreditor Agreement),

"Hedge Counterparties" means any New Hedge Counterparty (as defined in the Intercreditor Agreement)

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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

which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement,

"Intercreditor Agreement" means the intercreditor agreement dated 27 June 2012 between, amongst others, Elli Investments Limited, Elli Finance (UK) Plc, Elli Acquisitions Limited, Goldman Sachs International and the Chargee,

"Pari Passu Debt Documents" means Liabilities (excluding, for the avoidance of doubt, Super Senior Liabilities and Senior Secured Bridge/Notes Liabilities) that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Bridge/Notes Liabilities and which are owed by the Debtors in respect of any loan, credit or debt facility, notes, indenture or security which are permitted or not prohibited, under the terms of the Senior Secured Bridge/Notes Finance Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pan Passu Creditors as provided for in the Intercreditor Agreement, *provided that* the Pan Passu Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with its terms, together with any related Additional Liabilities (as each capitalised term is defined in the Intercreditor Agreement (unless defined herein)),

"RCF Agent" means the Chargee,

"RCF Discharge Date" means the date on which all RCF Liabilities (as defined in the Intercreditor Agreement) have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the RCF Finance Documents

"RCF Facility" means the "Facility" as defined in the RCF Facility Agreement;

"RCF Facility Agreement" means the revolving credit facility agreement dated 29 April 2012 as amended and restated pursuant to an amendment and restatement agreement dated 10 June 2012 (as amended and novated) between, among others, the RCF Agent and Elli Finance (UK) Plc as original borrower,

"RCF Finance Documents" has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements,

"RCF Finance Party" means each "Finance Party" referred to in the RCF Facility Agreement, other than the Hedge Counterparties,

"Receiver" means a receiver or receiver and manager or administrative receiver or other similar officer of the whole or any part of the Charged Property (as defined in the Intercreditor Agreement),

"Restricted Subsidiaries" has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Bridge Facility Agreement (as defined in the Intercreditor Agreement) or (as the case may) in the Senior Secured Notes Indenture (as defined in the Intercreditor Agreement),

"Secured Debt Documents" means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Bridge/Notes Finance Documents and the Pan Passu Debt Documents,

"Secured Parties" means the Super Senior Creditors, the Senior Secured Creditors, the Arrangers, the Chargee and any Receiver or Delegate from time to time but, in the case of a Senior Secured Bridge/Notes Representative, Arranger, Super Senior Creditor, Hedging Counterparty or Pan Passu Creditor, only if it is a party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.15 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement (as each capitalised term is defined in the Intercreditor Agreement),

"Security" means a mortgage, standard security charge, pledge, assignment, assignation, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having the effect of giving security or preferential ranking on enforcement to a creditor or any other agreement having similar

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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

effect,

"Senior Secured Bridge/Notes Finance Documents" means the Senior Secured Bridge Finance Documents and the Senior Secured Notes Finance Documents (as each capitalised term is defined in the Intercreditor Agreement),

"Senior Secured Bridge/Notes Liabilities" means the Senior Secured Notes Liabilities and the Senior Secured Bridge Liabilities (as each capitalised terms is defined in the Intercreditor Agreement),

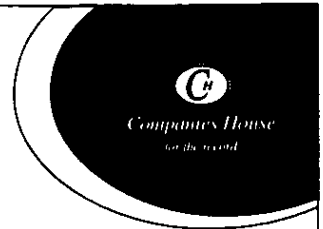
"Standard Conditions" means the standard conditions as specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970,

"Transaction Security Documents" means (a) each "Transaction Security Document" as defined in the RCF Facility Agreement or, after the RCF Discharge Date, a Credit Facility Document, (b) any other document entered into at any time by any of the Debtors (as defined in the Intercreditor Agreement) creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b), which in each case, to the extent legally possible (i) is created in favour of the Chargee as trustee for the other Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement) or (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Chargee as trustee for the Secured Parties is created in favour of (A) all the Secured Parties in respect of their Liabilities (as defined in the Intercreditor Agreement) and/or (B) the Chargee under a parallel debt structure for the benefit of all the Secured Parties, and

"Transaction Security" means the Security created or expressed to be created in favour of the Chargee under or pursuant to the Transaction Security Documents

MG09

Certificate of registration of a charge comprising
property situated in another UK jurisdiction



☒ **What this form is for**
You may use this form to give notice
of a certificate of registration of a
charge comprising property situated
in another UK jurisdiction.

☒ **What this form is NOT for**
You cannot use this form as a
certificate of registration of a charge
for a company registered
in Scotland.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 3 3 2 8 6 6 1

Company name in full Tamaris Healthcare (England) Limited (the "Chargor")

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 charge presented

Date of, and parties to,
the charge

It is hereby certified that the charge ①

being a standard security by the Chargor in favour of Barclays Bank

PLC as security trustee for itself and the other Secured Parties (as

defined in the accompanying Form MG01) dated 8 August 2012

was presented for registration on

d 2 d 4 m 0 m 8 y 2 y 0 y 1 y 2

Jurisdiction

in ②

- ☒ Scotland
☐ England and Wales
☐ Northern Ireland

① As described on form MG01
'Particulars of a mortgage
or charge'

② Please tick as appropriate.

3 Signature

Please sign the form here

Signature

Signature

X Latham & Watkins X

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

MG09

Certificate of registration of a charge comprising property situated in another UK jurisdiction

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 **Manoj Bhundia**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode

E	C	2	M		3	X	F
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Country **United Kingdom**

DX

Telephone **020-7710-1000**

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 shown the date of, and parties to, the charge in Section 2
- ☐ You have declared where the charge was presented for registration
- ☐ You have enclosed the form MG01 and a verified copy of the deed.
- ☐ You have signed the form.

Important information

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

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



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 3328661

CHARGE NO. 99

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH
WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 24
AUGUST 2012 AND CREATED BY TAMARIS HEALTHCARE
(ENGLAND) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY
CREDITOR 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
31 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES