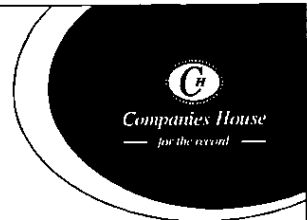


020180 1182

In accordance with  
Section 860 of the  
Companies Act 2006

**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

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05/04/2013

#93

COMPANIES HOUSE

**1 Company details**

Company number 03328661

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

For official use

→ **Filing in this form**Please complete in typescript or in  
bold black capitalsAll fields are mandatory unless  
specified or indicated by \***2 Date of creation of charge**

Date of creation 28/03/2013

**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 Supplemental security deed between, amongst others, the Chargor and Barclays Bank PLC as  
security agent for itself and the other Secured Parties (the "Chargee") dated 28 March 2013 (the  
"Supplemental Deed")

**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 Pari 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

<b>5</b>		<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
		Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Barclays Bank PLC		
Address	5 The North Colonnade		
	Canary Wharf, London		
Postcode	E	1	4
		4	B B
Name			
Address			
Postcode			

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

<b>6</b>		<b>Short particulars of all the property mortgaged or charged</b>	
		Please give the short particulars of the property mortgaged or charged	
Short particulars	Please see attached continuation page		

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

MG01

Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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).</p> <p>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).</p>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Latham &amp; Wattkins X</p>	
	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 **James McCarthy**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

County/Region

Postcode **E C 2 M 3 X F**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 389 1015 418">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 443 663 468"><b>1) CHARGING PROVISIONS</b></p> <p data-bbox="336 495 596 519"><b>1 1 Specific Security</b></p> <p data-bbox="336 546 1358 595">The Chargor, as continuing security for the payment of the Secured Obligations, has charged in favour of the Chargee with full title guarantee the following assets</p> <p data-bbox="336 622 1455 696">1 1 1 by way of first legal mortgage all its leasehold interest in the property specified in Schedule 1 (<i>Acquired Properties</i>) of this Form MG01 (together the "<b>Acquired Properties</b>" and each an "<b>Acquired Property</b>"), and</p> <p data-bbox="336 712 1455 761">1 1 2 by way of first fixed charge all other interests (not charged under Clause 2 2(a) (<i>Specific Security</i>) of the Supplemental Deed) and the benefit of all other agreements relating to the Acquired Properties</p> <p data-bbox="336 804 587 828"><b>1 2 Floating Charge</b></p> <p data-bbox="336 855 1455 981">As further continuing security for the payment of the Secured Obligations, the Chargor has charged with full title guarantee in favour of the Chargee (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights in and to the Acquired Properties not effectively charged by way of legal mortgage or fixed charge under Clause 2 2 (<i>Specific Security</i>) of the Supplemental Deed or charged under Clause 3 2 (<i>Floating Charge</i>) of the Debenture</p> <p data-bbox="336 1005 762 1030"><b>1 3 Conversion of Floating Charge</b></p> <p data-bbox="336 1057 1310 1106">By deemed incorporation of Clause 3 4 (<i>Conversion of Floating Charge</i>) of the Debenture into the Supplemental Deed</p> <p data-bbox="336 1133 1455 1207">1 3 1 The Chargee may, by notice to the Chargor, convert the floating charge created under the Supplemental Deed into a fixed charge with immediate effect as regards those assets specified in the notice, if</p> <p data-bbox="432 1234 1455 1440"> (a) an Acceleration Event has occurred, or  (b) the Chargee is reasonably of the view that any asset charged under the floating charge created under the Supplemental Deed is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or  (c) the Chargee reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Supplemental Deed </p> <p data-bbox="336 1467 1455 1541">1 3 2 The floating charge created under the Supplemental Deed will automatically (without notice) and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Supplemental Deed, if</p> <p data-bbox="432 1568 1455 1877"> (a) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor or if the Chargor is declared <i>désastre</i>,  (b) the Chargor creates, or purports to create, Security (except as permitted by the Secured Debt Documents or with the prior consent of the Chargee) on or over any asset which is subject to the floating charge created under the Supplemental Deed,  (c) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or  (d) if any other floating charge created by the Chargor crystallises for any reason </p> <p data-bbox="336 1904 1455 1977">1 3 3 Upon the conversion of any floating charge pursuant to Clause 3 4 (<i>Conversion of Floating Charge</i>) of the Debenture, the Chargor shall, at its own expense, immediately upon request by the Chargee execute a fixed charge or legal assignment in such form as the Chargee may require</p>

# 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	<p><b>1 4 Property Restricting Charging</b></p> <p>1 4 1 There shall be excluded from the charge created by Clause 2 2 (<i>Specific Security</i>) and Clause 2 3 (<i>Floating Charge</i>) of the Supplemental Deed and from the operation of Clause 4 (<i>Further Assurance</i>) of the Debenture (which is deemed to be incorporated into the Supplemental Deed) any assets in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that asset, until the relevant condition or waiver has been satisfied or obtained</p> <p>1 4 2 For all assets referred to in 1 4 1 above, which are material in the context of the Group as a whole or has a value of greater than £250,000 (but excluding any lease, licence or agreement relating to any Leasehold Property), the Chargor has undertaken to apply for the relevant consent or waiver of prohibition or condition within 14 days of the date of the Supplemental Deed and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours (excluding litigation) to obtain such consent as soon as possible and to keep the Chargee informed of the progress of its negotiations</p> <p>1 4 3 Immediately upon receipt of the relevant waiver or consent, the formerly excluded assets shall stand charged to the Chargee under Clause 2 2 (<i>Specific Security</i>) of the Supplemental Deed. If required by the Chargee, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Chargee shall reasonably require</p> <p><b>2) FURTHER ASSURANCE</b></p> <p>By deemed incorporation of Clause 4 (<i>Further Assurance</i>) of the Debenture into the Supplemental Deed</p> <p>2 1 Subject to the Agreed Security Principles, the Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in the Debenture as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require)</p> <p>(a) to perfect the Security created or intended to be created under or evidenced by the Supplemental Deed or for the exercise of any rights, powers and remedies of the Chargee, any Receiver or the Secured Parties provided by or pursuant to the Supplemental Deed or by law,</p> <p>(b) to confer on the Chargee, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Supplemental Deed, and/or</p> <p>(c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Supplemental Deed</p> <p>2 2 Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee or the Secured Parties by or pursuant to the Supplemental Deed</p> <p><b>3) NEGATIVE PLEDGE</b></p> <p>By deemed incorporation of Clause 5 (<i>Negative Pledge</i>) of the Debenture into the Supplemental Deed, the Chargor shall not</p> <p>(a) create or agree to create or permit to subsist any Security over all or any part of the Acquired Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Acquired Property (other than in respect of assets charged under Clause 2 3 (<i>Floating Charge</i>) of the Supplemental Deed on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the</p>	

# 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

proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Acquired Property,

in each case, to the extent it would result in a breach of any applicable term of a Secured Debt Document save with the prior written consent of the Chargee

#### 4) CONTINUING SECURITY

By deemed incorporation of Clause 10 (*Continuing Security*) of the Debenture into the Supplemental Deed

##### 4.1 Continuing Security

The Security constituted by the Supplemental Deed shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

##### 4.2 Other Security

The Security constituted by the Supplemental Deed is to be in addition to and shall neither be merged in nor in any way exclude or prejudice or be affected by any other Security or other right which the Chargee and/or any other Secured Party may now or after the date of the Supplemental Deed hold for any of the Secured Obligations, and this Security may be enforced against the Chargor without first having recourse to any other rights of the Chargee or any other Secured Party

#### 5) POWER OF ATTORNEY

By deemed incorporation of Clause 15 (*Power of Attorney*) of the Debenture into the Supplemental Deed, the Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any person nominated for the purpose by the Chargee or any Receiver (in writing and signed by an officer of the Chargee or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Chargee or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture. The Chargor covenants with the Chargee and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney

#### 6) INCORPORATION OF THE DEBENTURE

The provisions of Clause 3.4 (*Conversion of Floating Charge*) to Clause 25.5 (*Failure to Execute*) (inclusive) of the Debenture are, to the extent applicable to the Chargor and/or an Acquired Property, deemed to be incorporated into the Supplemental Deed in full *mutatis mutandis* and, for the avoidance of doubt, all references to the "Debenture" being references to the "Supplemental Deed" and words such as "herein", "hereof", "hereunder", "hereafter", "hereby" and "hereto", where they appear in the Debenture, shall be construed accordingly and all references to the "Mortgaged Property" being construed as references to the Acquired Properties

#### DEFINITIONS

In this Form MG01

"Acceleration Event" means a Secured Debt Acceleration Event,

"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

# 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

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

**"Agreed Security Principles"** means the principles set out in Schedule 13 (*Agreed Security Principles*) of the RCF Facility Agreement,

**"Company"** means Eli Acquisitions Limited,

**"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 Acceleration Event"** means (a) on or prior to the RCF Discharge Date, the RCF Agent exercising any of its rights under clause 25.17 (*Acceleration*) of the RCF Facility Agreement (excluding placing amounts on demand but including making a demand on amounts placed on demand), and (b) after the RCF Discharge Date, (i) if applicable, the Creditor Representative (as defined in the Intercreditor Agreement) in relation to any Credit Facility exercising any of its rights (excluding placing amounts on demand but including making a demand on amounts placed on demand) under any acceleration provision(s) of the Credit Facility Documents or (ii) any automatic cancellation and/or acceleration under a Credit Facility Document following a Credit Facility Default (as defined in the Intercreditor Agreement),

**"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)

**"Debenture"** means the debenture dated 10 August 2012 and made between, among others, the Chargor as chargor and the Chargee as security agent,

**"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



# MG01 - continuation page

## Particulars of a mortgage or charge

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Short particulars	<p>RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents,</p> <p>"Group" means, together (a) the Company and each of its Restricted Subsidiaries for the time being, (b) to the extent not already included in the foregoing, Eli 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 ,</p> <p>"Hedging Agreements" means any Debt Related Hedging Agreement (as defined in the Intercreditor Agreement),</p> <p>"Hedge Counterparties" means any New Hedge Counterparty (as defined in the Intercreditor Agreement) which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement,</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 27 June 2012 and made between, among others, the Chargee as security agent and the Company,</p> <p>"Leasehold Property" means a property owned by a person that is not a member of the Group and which is let to a member of the Group (including where the context so requires) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,</p> <p>"Mortgaged Property" means, in relation to the Chargor, each property or leasehold property the details of which are set opposite its name in Schedule 2 (<i>Properties</i>) of the Debenture and the property or leasehold property (if any) specified opposite its name in any Security Accession Deed,</p> <p>"Pari Passu Debt Acceleration Event" means the Creditor Representative (as defined in the Intercreditor Agreement) in relation to any Pari Passu Debt (as defined in the Intercreditor Agreement) (or any of the other Pari Passu Creditors (as defined in the Intercreditor Agreement) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents,</p> <p>"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 Pari Passu Creditors as provided for in the Intercreditor Agreement, <i>provided that</i> the Pari 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)),</p> <p>"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</p> <p>"RCF Agent" means the Chargee,</p> <p>"RCF Facility" means the "Facility" as defined in the RCF Facility Agreement,</p> <p>"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, the Company and Eli Finance (UK) Plc as original borrower,</p> <p>"RCF Finance Documents" has the meaning given to the term "Finance Document" in the RCF Facility Agreement, but excluding the Hedging Agreements,</p> <p>"RCF Finance Party" means each "Finance Party" referred to in the RCF Facility Agreement, other than the</p>

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	<p>Hedge Counterparties,</p> <p><b>"Receiver"</b> 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),</p> <p><b>"Restricted Subsidiaries"</b> 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),</p> <p><b>"Security Accession Deed"</b> means a deed executed by a member of the Group substantially in the form set out in Schedule 7 (<i>Form of Security Accession Deed</i>) of the Debenture, with those amendments which the Chargee may approve or reasonably require,</p> <p><b>"Secured Debt Acceleration Event"</b> means a Credit Facility Acceleration Event, a Senior Secured Bridge/Notes Acceleration Event or a Pari Passu Debt Acceleration Event,</p> <p><b>"Secured Debt Documents"</b> means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Bridge/Notes Finance Documents and the Pari Passu Debt Documents,</p> <p><b>"Secured Parties"</b> 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, Hedge Counterparty or Pari Passu Creditor, only if it is a party or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.15 (<i>Creditor/Creditor Representative Accession Undertaking</i>) of the Intercreditor Agreement (as each capitalised term is defined in the Intercreditor Agreement),</p> <p><b>"Security"</b> 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 effect,</p> <p><b>"Senior Secured Bridge/Notes Acceleration Event"</b> means (a) prior to the Senior Secured Bridge Discharge Date (as defined in the Intercreditor Agreement), the Senior Secured Bridge Agent (as defined in the Intercreditor Agreement) exercising any acceleration rights (howsoever described) under paragraph 3 of Schedule 19 (<i>Events of Default</i>) of the Senior Secured Bridge Facility Agreement (as defined in the Intercreditor Agreement),</p> <p><b>"Senior Secured Bridge/Notes Finance Documents"</b> means the Senior Secured Bridge Finance Documents and the Senior Secured Notes Finance Documents (as each capitalised term is defined in the Intercreditor Agreement),</p> <p><b>"Senior Secured Bridge/Notes Liabilities"</b> means the Senior Secured Notes Liabilities and the Senior Secured Bridge Liabilities (as each capitalised terms is defined in the Intercreditor Agreement),</p> <p><b>"Transaction Security Documents"</b> 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</p>	

## 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

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

**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

**SCHEDULE 1**

**ACQUIRED PROPERTIES**

Title number	Address	Tenure
WYK547677	Castleton, Green Lane, Wortley, Leeds, West Yorkshire	Leasehold
WYK622950	Earls Lodge, Queen Elizabeth Road, Wakefield, West Yorkshire	Leasehold
WYK557562	Harrogate Lodge Nursing Home, 23-31 Harrogate Road, Leeds, West Yorkshire	Leasehold
SF299072	Park Farm Lodge, Park Farm Road, Kettlebrook, Tamworth, Staffordshire	Leasehold
DY307121	The Branksome Nursing and Residential Care Home, St Johns Road, Buxton, Derbyshire	Leasehold
ND97906	Hillside Lodge Nursing Home, Tweedmouth, Berwick upon Tweed	Leasehold
TY340040 TY174041	Elswick Hall, Wentworth Place, Elswick, Newcastle upon Tyne	Leasehold
WYK585410	Southfield Court, Southfield Road, Huddersfield	Leasehold
HS275057	Beech House, Chapel Lane, Barton on Humber	Leasehold
SF395086	Charlotte James Nursing Home, Shobnall Road, Burton Upon Trent	Leasehold
DY296702	Haddon House Nursing Home, Lord Haddon Road, Ilkeston, Derbyshire	Leasehold
NT328516	Hallcroft Nursing Home, Croft Avenue, Hucknall, Nottinghamshire	Leasehold
DU197266	Abigail Lodge Nursing Home, Gloucester Road, Delves Lane, Consett, County Durham	Leasehold
DU193177	Barrington Lodge, St Andrews Road, Bishop Auckland, Co Durham	Leasehold
TY295771	Brampton Court and Walker Lodge, Wharrier Street, Walker, Newcastle-upon-Tyne	Leasehold
DU157212 DU179196 DU209021	Brandon Lodge, Commercial Street, Brandon, Durham	Leasehold
DU183247	Bannatyne Lodge, Manor Way, Peterlee, Co Durham	Leasehold

**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

**SCHEDULE 1 (Continued)**

**ACQUIRED PROPERTIES**

Title number	Address	Tenure
TES20264	Burlam Road, 111 and 113 Burlam Road, Middlesbrough	Leasehold
TY227567	Byker Hall and Lawrence Court, Allendale Road, Walker, Newcastle upon Tyne	Leasehold
ND82103	Chasedale, Tynedale Drive, Blyth, Northumberland	Leasehold
DU123525	Eastbourne Nursing Home, 7 Cobden Street, Darlington	Leasehold
TY268474	Herrington Grange and The Mews, Southern Terrace, New Herrington, Houghton Le Springs, Tyne & Wear	Leasehold
SYK393334	Highstone Mews, Highstone Road, Worsborough Barnsley, South Yorkshire	Leasehold
DU188105	Hollie Hill, Durham Road, Stanley, County Durham	Leasehold
TY284479	Swan Lodge and Hunter Hall, Kent Avenue, Howdon, Newcastle-upon-Tyne	Leasehold
TY340041	Regents View and The Laurels Nursing Homes, Edward Street, Hetton Le Hole, Tyne & Wear	Leasehold
TY297755	Lea Green Court, Kenton Road, Coxlodge, Newcastle upon Tyne	Leasehold
TY340039	Maple Lodge, Woolwich Road, Sunderland, Tyne & Wear	Leasehold
DU219298	Peterlee Care Home And Huntercombe Care Home Peterlee (formerly Westcott Care Home) Westcott Road Peterlee Durham	Leasehold
CE122955	Roseworth Lodge, Redhill Road, Roseworth, Stockton on-Tees	Leasehold
DU187932	Rydal Road Nursing Home, Rydal Road, Darlington, County Durham	Leasehold
DU129292	Springfields, Wylam Avenue, Darlington, County Durham	Leasehold
CE112822	Warnor Park Care Home, Seaton Carew, Hartlepool	Leasehold
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**MG01 - continuation page**  
Particulars of a mortgage or charge

**6**

**Short particulars of all the property mortgaged or charged**

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Short particulars

**SCHEDULE 1 (Continued)**

**ACQUIRED PROPERTIES**

Title number	Address	Tenure
CU174059	Harbour View Lodge, Fairview, Bransty, Whitehaven	Leasehold
ND125588	Northlea Court Nursing Home, The Brockwall Centre, Northumberland Road, Cramlington	Leasehold
TY303598 (part)	Victoria Lodge, Leechmere Road, Sunderland, Tyne & Wear	Leasehold



**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. 101**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY DEED  
DATED 28 MARCH 2013 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 5 APRIL 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2013**

*P*