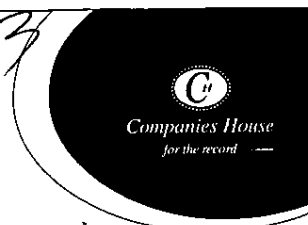


MG01

Particulars of a mortgage or charge

7 00286/13



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

COMPANIES HOUSE

☒ **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 for**
You cannot use this form to register
particulars of a charge on a
company. To do this you must use
form MG01s

FRIDAY



LD6

04/01/2013

#86

Please
iv uk

1 Company details

Company number 0 3 4 6 2 8 8 1

Company name in full Care UK Clinical Services Limited (the "Charging Company")

8 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 2 9 1 2 2 0 1 2

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 The supplemental legal charge dated 29 December 2012 made between the Charging Company
and the Security Agent (as defined below) (the "Supplemental Legal Charge")

4 Amount secured

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

Amount secured See continuation page (Section 4 - Amount Secured)

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

ING Bank N V , London Branch (the "Security Agent")

Address

60 London Wall, London

United Kingdom

Postcode

E C 2 M 5 Q T

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

See continuation page (Section 6 - Short particulars of all the property mortgaged or charged) for definitions, short particulars and covenants and restrictions

MG01

Particulars of a mortgage or charge

7	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 <ul style="list-style-type: none"> - 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	N/A	
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 <div style="border: 1px solid black; padding: 5px;"> Signature X <i>Shearman & Sterling (London) LLP</i> X <i>(on behalf of the Security Agent)</i> </div> 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 Amy Crocker-White

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 A P

Country United Kingdom

DX

Telephone 02076555827



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All money or liabilities due, owing or incurred to any Secured Party by the Charging Company, any of the Charging Companies or any other Obligor under any Senior Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (the "Indebtedness")</p> <p>See continuation page (Part A of Section 6 - Short Particulars of all the property mortgaged or charged) for definitions</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

PART A

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meanings

"Accession Deed" means an "Accession Deed" substantially in the form set out in the Senior Facilities Agreement;

"Accounting Principles" means generally accepted accounting principles in the United Kingdom, including IFRS, but subject to the terms of the Senior Facilities Agreement;

"Additional Borrower" means a company which becomes an "Additional Borrower" pursuant to the Senior Facilities Agreement;

"Additional Guarantor" means a company which becomes an "Additional Guarantor" pursuant to the Senior Facilities Agreement;

"Additional Senior Secured Creditors" means any Additional Senior Secured Trustee and any creditor in respect of Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument;

"Additional Senior Secured Debt Instrument" means any credit agreement, loan indenture, trust deed or other instrument constituting or evidencing any Additional Senior Secured Liabilities,

"Additional Senior Secured Liabilities" means the Liabilities that the members of the Group and any other grantor of Transaction Security are permitted to incur in respect of any Senior Secured Notes (other than the Original Senior Secured Notes) or any Indebtedness made available in accordance with the terms of the Intercreditor Agreement pursuant to and in addition to the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes and which may share the same priority and payment ranking as the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes in accordance with the Debt Documents,

"Additional Senior Secured Trustee" means any agent or trustee acting on behalf of any creditor in respect of any Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument;

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

"Agent" means ING Bank N V , London Branch and any replacement or additional "Agent" appointed under the terms of the Senior Facilities Agreement;

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility or Fronted Ancillary Facility, as the case may be,

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with the terms of the Senior Facilities Agreement;

"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with the terms of the Senior Facilities Agreement;

"Arrangers" means Citigroup Global Markets Limited, HSBC Bank Plc, ING Bank N V , London Branch and Lloyds TSB Bank PLC,

"Borrower" means an Original Borrower or an Additional Borrower;

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

"Charged Property" means all of the assets which from time to time are subject to the Transaction Security;

"Charging Companies" means Care UK Limited, Care UK Community Partnerships Limited, Community Health Services Limited, Lanemile Limited, Ellerash Limited, Althea Park Limited, Care UK Properties Limited, Care UK Mental Health Partnerships Limited, Genens Limited, Park Villa Limited, Homebridge Limited, Have Healthcare (Developments) Limited, Care UK Community Partnerships Group Limited, CHS Healthcare Limited, CHS (Kincardine) Limited, Haven Services Limited, Care UK Homecare Limited, Care Solutions Limited, Care UK Children's Services Limited, Care UK Foster Care Limited, Megacare (UK) Limited, Seymour Care Services Limited, Fostering Support Group Limited, Ravenscare Limited, Select Care Services (Birmingham) Limited, Quality Care (SE) Limited, Promoting Positive Lives Limited, Rowan Tree Care Limited, Access Homecare Limited, Care UK Community Care Agency Limited, Badminton Healthcare Limited, Robnet Limited, St Andrews Villa (Homecare Services) Limited, Home Care Services (Kent) Limited, Partnership Health Group Limited, Care UK Healthcare Holdings Limited, Care UK Primary Care Limited and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed,

"Company" means Care UK Health & Social Care plc, a company incorporated in England and Wales with registered number 07068789;

"Creditor" means the Revolving Creditors, the Senior Secured Creditors, the Hedge Counterparties and the Intra-Group Lenders,

"Compliance Certificate" means a "Compliance Certificate" substantially in the form set out in the Senior Facilities Agreement;

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Revolving Facility Documents, the Senior Secured Documents, and any agreement evidencing the terms of the Intra-Group Liabilities or the Subordinated Liabilities and any other document specified as a "Debt Document" by the Security Trustee and Care UK Health & Social Care Investments Limited (company number 07158140),

"Debenture" means the debenture dated 21 July 2010 between, among others, Care UK Limited and ING Bank N V, London Branch as security agent,

"Debtor" means each party listed in the Intercreditor Agreement as an "Original Debtor" and any person which becomes party to the Intercreditor Agreement as a "Debtor",

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent;

"Fee Letter" means

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in the Senior Facilities Agreement,
- (b) any agreement setting out fees payable to a Finance Party referred to in the terms of the Senior Facilities Agreement or under any other Finance Document

"Finance Document" means the Senior Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Transaction Security Document, any Utilisation Request, and any other document designated as a "Finance Document" by the Agent and the Parent;

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

"Financial Indebtedness" means any indebtedness for or in respect of

- (a) moneys borrowed and debit balances at banks or other financial institutions,
- (b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),
- (c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) any amount of any liability in respect of Finance Leases,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles),
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or any liabilities of any member of the Group relating to any post-retirement benefit scheme,
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the issuer) before the Termination Date (or are otherwise classified as borrowings under the Accounting Principles),
- (i) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than six months after the date of supply to it (excluding where the payment is due at such time as a result of (A) the delayed satisfaction, or non-satisfaction of contract terms by the supplier or (B) contract terms providing for payment schedules tied to total or partial contract completion and/or to the results of operational testing procedures including in each case, for the avoidance of doubt, any customary retention payments) or is due to the relevant member of the Group more than six months before the date of supply by it,
- (j) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing, and
- (k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,

"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty, an Ancillary Lender or a Fronting Ancillary Lender,

"Fronted Ancillary Facility" means "Fronted Ancillary Facility" as made available under the Senior Facilities Agreement;

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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

"Fronted Ancillary Lender" means a Lender in its capacity as a "Fronted Ancillary Lender" under the Senior Facilities Agreement;

"Fronting Ancillary Lender" means a Lender acting in its capacity as a "Fronting Facility Lender" under the Senior Facilities Agreement;

"Guarantor" means an Original Guarantor or an Additional Guarantor;

"Group" means the Parent and each of its Subsidiaries for the time being (but excluding all Unrestricted Subsidiaries)

"Guarantee" means the guarantee by any Indenture Guarantor of the Issuer's obligations under the Indenture and the Senior Secured Notes and their other obligations entered into thereunder;

"Hedge Counterparty" means any Revolving Lender or Affiliate of a Revolving Lender which becomes Party as a "Hedge Counterparty" to the Intercreditor Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into by a Hedge Counterparty and entered into or to be entered into by any Debtor and Hedge Counterparty for the purpose of hedging interest rates and foreign exchange risks in the ordinary course of business and not for speculative purposes,

"Hedging Liabilities" means the Liabilities owed by a Debtor or any other grantor of Transaction Security to the Hedge Counterparties or any of them under or in connection with the Hedging Agreements,

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"Indenture" means the indenture dated 20 July 2010 between, among others, Care UK Health & Social Care PLC as issuer, Care UK Health & Social Care Investments Limited as parent guarantor, Citibank N.A., London Branch as trustee, transfer agent, registrar, principal paying agent and security trust deed trustee and ING Bank N V , London Branch as security agent

"Indenture Guarantors" means the Parent Guarantor, Care UK Limited, Care UK Community Partnerships Limited, Care UK Community Partnerships Group Ltd , Community Healthy Services Limited, CHS (Kincardine) Limited, Lanemile Limited, Haven Healthcare (Developments) Limited, CHS Healthcare Limited, Ellerash Limited, Haven Services Limited, Care UK Homecare Limited, Megacare UK Limited, Seymour Care Services Limited, Care UK Community Care Agency Limited, Ravencare Limited, Select Care Services (Birmingham) Limited, Quality Care (SE) Limited, Access Homecare Limited, St. Andrews Villa (Home Care) Services Ltd , Home Care Services (Kent) Limited, Badminton Healthcare Limited, Robnet Ltd , Care UK Mental Health Partnerships Limited, Genens Limited, Park Villa Limited, Althea Park Limited, Care Solutions Limited, Homebridge Limited, Care UK Children's Services Limited, Rowan Tree Care Limited, Promoting Positive Lives Limited, Fostering Support Group Ltd, Care UK Foster Care Limited, Care UK Healthcare Holdings Limited, Care UK Healthcare Limited, Care UK Primary Care Limited, Care UK Clinical Services Limited, PHG (Trent) Limited, PHG (Plymouth) Limited, Partnership Health Group Limited and Care UK Properties Limited, and any Subsidiary which is a guarantor of the Notes, including any Person that is required after the date of the Indenture to execute a Guarantee of the Notes and any successor permitted under the Indenture, each an "Indenture Guarantor",

"Intercreditor Agreement" means the intercreditor agreement dated 20 July 2010 between, among others, ING Bank N V , London Branch as revolving agent and security trustee, Citibank N A , London Branch as original senior secured trustee, Care UK Health & Social Care plc as the company;

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

"Intra-group Lenders" means (i) each Debtor and (ii) each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with a Debtor and which is or which becomes a party to the Intercreditor Agreement as an "Intra-Group Lender",

"Intra-group Liabilities" means the Liabilities owed by any Debtor to any of the Intra-Group Lenders but excluding (until such time as Care UK Healthcare Limited is no longer subject to the provisions of the intercreditor deed dated 9 December 2004 and entered into between, among others, Tribal Group plc, The Royal Bank of Scotland plc and The Governor and Company of the Bank of Scotland) the intra-Group liability owed to Care UK Healthcare Limited as lender by Care UK Healthcare (South East) Limited as borrower;

"Issuer" means the Company;

"Issuing Bank" means any Lender which has notified the Agent that it has agreed to the Parent's request to be an "Issuing Bank" pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank"),

"Lender" means Citibank N.A., London Branch, HSBC Bank Plc, ING Bank NV, London Branch, Lloyds TSB Bank PLC or any bank, financial institution, trust, fund or other entity which has become a "Lender" pursuant to the Senior Facilities Agreement;

"Letter of Credit" means

- (a) a "Letter of Credit", substantially in the form set out in the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank,

"Liabilities" means all present and future liabilities and obligations at any time of any Debtor or any grantor of Transaction Security to any Creditor or to any Subordinated Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim as a result of any recovery by any Debtor or any grantor of Transaction Security of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings,

"Non Priority Hedging Liabilities" means Hedging Liabilities to the extent they are not Priority Hedging Liabilities,

"Notes" means the issuance of the Issuer's £250,000,000 9¼% Senior Secured Notes due 2017, issued on the date of the Indenture and any additional notes,

"Obligor" means a Borrower, a Guarantor, the Issuer and the Indenture Guarantors,

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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

"Original Borrowers" means, together with the Parent, Care UK Health & Social Care plc, Care UK Limited, Care UK Community Partnerships Limited, Care UK Community Partnerships Group Limited, Lanemile Limited, CHS Healthcare Limited, Haven Healthcare (Developments) Limited, CHS (Kincardine) Limited, Community Health Services Limited, Homebridge Limited, Care Solutions Limited, Care UK Mental Health Partnerships Limited, Megacare (UK) Limited and Fostering Support Group Limited, each an "Original Borrower",

"Original Guarantors" means Care UK Health & Social Care Investments Limited, Care UK Health & Social Care plc, Care UK Limited, Care UK Community Partnerships Limited, Community Health Services Limited, Lanemile Limited, Ellerash Limited, Althea Park Limited, Care UK Properties Limited, Care UK Mental Health Partnerships Limited, Genens Limited, Park Villa Limited, Homebridge Limited, Haven Healthcare (Developments) Limited, Care UK Community Partnerships Group Limited, CHS Healthcare Limited, CHS (Kincardine) Limited, Haven Services Limited, Care UK Homecare Limited, Care UK Foster Care Limited, Megacare (UK) Limited, Seymour Care Services Limited, Fostering Support Group Limited, Ravenscare Limited, Select Care Services (Birmingham) Limited, Quality Care (SE) Limited, Promoting Positive Lives Limited, Rowan Tree Care Limited, Access Homecare Limited, Care UK Community Care Agency Limited, Badminton Healthcare Limited, Robnet Limited, St Andrews Villa (Homecare Services) Limited, Home Care Services (Kent) Limited, Care UK Clinical Services Limited, PHG (Trent) Limited, PHG (Plymouth) Limited, Partnership Health Group Limited, Care UK Healthcare Limited, Care UK Healthcare Holdings Limited and Care UK Primary Care Limited, each an "Original Guarantor",

"Original Senior Secured Notes" means the senior notes of the Company issued on the date of the Intercreditor Agreement;

"Parent" and **"Parent Guarantor"** means Care UK Health & Social Care Investments Limited, a company incorporated in England and Wales with registered number 07158140,

"Party" means a party to the Intercreditor Agreement;

"Payment" means in respect of any Liabilities (or any other liabilities or obligations) a payment, prepayment, repayment, redemption, defeasance or discharge of those Liabilities (or other liabilities or obligations),

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof,

"Priority Hedging Liabilities" means all the Hedging Liabilities permitted to constitute "Priority Hedging Liabilities" in accordance with, and subject to, the provisions of the Debt Documents

"Property" means the property specified in Annex 1 (*The Property*),

"Quasi-Security" means an arrangement or transaction whereby an Obligor shall

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising

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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

Financial indebtedness or of financing the acquisition of an asset;

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney trustee or custodian,

"**Resignation Letter**" means a "Resignation Letter" substantially in the form set out in the Senior Facilities Agreement;

"**Revolving Agent**" means the Agent and any agent acting on behalf of the Revolving Lenders only pursuant to a Revolving Facility Document;

"**Revolving Creditors**" means the Revolving Lenders, any Revolving Agents, the Arranger and the Security Trustee,

"**Revolving Facility**" means the revolving credit facility made available under the Senior Facilities Agreement;

"**Revolving Facility Documents**" means the Finance Documents and each document relating to indebtedness permitted by the Debt Documents with the same priority and payment and security ranking as the Revolving Facility;

"**Revolving Lender**" means any Lender, Issuing Bank, Ancillary Lender, Fronting Ancillary Lender, Fronted Ancillary Lender and any other lenders from time to time under the Revolving Facility Documents,

"**Secured Obligations**" means the Liabilities and all other present and future obligations at any time due, owing or incurred by each Debtor and by each other grantor of Transaction Security to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity;

"**Secured Parties**" means the Security Trustee, any Receiver or Delegate, each of the Revolving Agents, the Arrangers and the Senior Creditors from time to time but, in the case of each Representative, Arranger, Revolving Lender or Hedge Counterparty, only if it is a party to the Intercreditor Agreement or (in the case of a Representative, a Revolving Lender or Hedge Counterparty) has acceded to the Intercreditor Agreement, in the appropriate capacity;

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect;

"**Security Accession Deed**" means a deed executed by a Group company in the form provided for in the Debenture whereby that company accedes to the Debenture,

"**Security Agent**" means the Security Trustee,

"**Security Documents**" means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors or any other grantor of Transaction Security creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and

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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

(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above,

"Security Trustee" means ING Bank N V, London Branch or any "Security Trustee" appointed under the Intercreditor Agreement from time to time,

"Senior Creditors" means the Super Senior Creditors and the Senior Secured Creditors,

"Senior Facilities Agreement" means the senior revolving facility agreement dated 13 July 2010 between, among others, Care UK Health & Social Care Investments Limited as parent, Citigroup Global Markets Limited, HSBC Bank Plc, ING Bank N V, London Branch and Lloyds TSB Bank PLC as arranger and ING Bank N V as agent and security agent,

"Senior Finance Document" means the Hedging Agreements, the Revolving Facility Documents and the Senior Secured Documents,

"Senior Secured Creditors" means the Senior Secured Noteholders, each Additional Senior Secured Creditor, each Hedge Counterparty to the extent that it is owed Non Priority Hedging Liabilities and each Senior Secured Trustee,

"Senior Secured Documents" means each Senior Secured Indenture, the Senior Secured Notes, the Senior Secured Security, the Senior Secured Note Guarantees, the Intercreditor Agreement and any Hedging Agreement to the extent that it is in respect of the Non Priority Hedging Liabilities,

"Senior Secured Indenture" means any indenture pursuant to which the Senior Secured Notes are issued (or any guarantees therefore are given) and includes any Additional Senior Secured Debt Instrument,

"Senior Secured Issuer" means Care UK Health & Social Care plc,

"Senior Secured Liabilities" means the Liabilities owed by the Debtors or any other grantor of Transaction Security to the Senior Secured Creditors or any of them under or in connection with the Senior Secured Documents,

"Senior Secured Note Guarantees" means the guarantees granted in accordance with the terms of the Intercreditor Agreement in favour of the Senior Secured Creditors,

"Senior Secured Noteholders" means the holders, from time to time, of the Senior Secured Notes,

"Senior Secured Notes" means the original Senior Secured Notes and any other Indebtedness incurred by Care UK Health & Social Care plc pursuant to an Additional Senior Secured Debt Instrument (a) which is additional Indebtedness incurred in compliance with the Intercreditor Agreement or (b) the proceeds of which are used to refinance, in whole or in part, any prior issue of Senior Secured Notes,

"Senior Secured Security" means the Transaction Security granted in accordance with the terms of the Intercreditor Agreement in favour of a Senior Secured Trustee for the benefit of the Senior Secured Creditors,

"Senior Secured Trustee" means Citibank N.A., London Branch and any Additional Senior Secured Trustee,

"Subordinated Creditor" means Care UK Health & Social Care Finance Limited,

"Subordinated Liabilities" means Liabilities owed to the Subordinated Creditor by the Parent;

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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

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 (but, in the case of the Parent or any other member of the Group, no Unrestricted Subsidiary shall be treated as a Subsidiary),

"Super Senior Creditors" means (a) the Revolving Lenders and (b) the Hedge Counterparties to the extent that they are owed Priority Hedging Liabilities,

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents,

"Transaction Security Documents" means the debenture between, among others, Care UK Health & Social Care Investments Limited as parent and ING Bank NV, London Branch as security agent, the debenture between, among others, Care UK Limited as target and ING Bank NV, London as security agent, the debenture between, among others, Althea Park Limited as charging company and ING Bank NV, London Branch as security agent, the share charge between, among others, Care UK Healthcare Limited and ING Bank NV, London Branch as security agent, together with any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Debtors under any of the Revolving Facility Documents or the Senior Secured Documents,

"Termination Date" means the termination date of the Revolving Facility;

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price,

"Unrestricted Subsidiary" means a member of the Group (other than the Senior Secured Issuer or an Obligor) which is a limited liability company and which is designated as an "Unrestricted Subsidiary" pursuant to and in compliance with the provisions of the Original Senior Secured Notes as notified by the Parent to the Agent; and

"Utilisation Request" means a "Utilisation Request" substantially in the form set out in the Senior Facilities Agreement.

Note

Save where a contrary intention appears in these Continuation Sheets

- (1) a reference to a party or person is, where relevant, a reference to or to include, as appropriate, its successor, permitted assignees or transferees,
- (2) a reference to any agreement, deed or instrument is a reference to that agreement, deed or instrument as it may from time to time be amended, varied, supplemented, restated or novated, and
- (3) words importing the plural shall include the singular and vice versa.

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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 style="text-align: center;">PART B</p> <p style="text-align: center;"><u>Short particulars of all property mortgaged or charged</u></p> <p>Pursuant to Clause 2 (Charging Clause) of the Supplemental Legal Charge, the Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent, with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property</p>

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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

PART C

Covenants and Restrictions

- 1 Pursuant to the Supplemental Legal Charge, the Charging Company shall not:
 - (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property;
 - (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property or the right to receive or to be paid the 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 Property,except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent.

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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 style="text-align: center;">ANNEX I</p> <p style="text-align: center;"><u>The Property</u></p> <p>The underlease made between (1) Care UK Limited and (2) Care UK Clinical Services Limited in respect of the lease of Barlborough Treatment Facility, 2 Lindrick Way, Barlborough, Chesterfield dated 16 July 2010 and made between (1) Derbyshire County Primary Care Trust, (2) PHG (Trent) Limited and (3) Care UK Limited, with registered title number DY452635</p>	

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3462881
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 29 DECEMBER 2012 AND CREATED BY CARE UK
CLINICAL SERVICES LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY ANY OF THE
CHARGING COMPANIES OR ANY OTHER OBLIGOR TO ANY
SECURED PARTY 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 4 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

