

MG01

Particulars of a mortgage or charge



000501/678
IRIS
LASERFORM

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
form MG01s

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11/02/2012

#168

COMPANIES HOUSE

For official use

1

Company details

Company number 0 5 2 5 5 1 3 2

Company name in full Raphael Health Care Ltd ("Chargor")

→ Filing 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 0 3 0 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 Composite Guarantee and Debenture ("Debenture")

4

Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owned
jointly or severally or alone or in any other
capacity whatsoever) of any Group Company to the
Security Trustee and/or the other Secured Parties
(or any of them) under or pursuant to any Finance
Document (including all monies covenanted to be
paid under the Debenture) (the "**Secured
Obligations**").

Continuation page

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

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	RJD Partners Limited (as "Security Trustee")	
Address	8-9 Well Court	
	London	
Postcode	E C 4 M 9 D N	
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	<p>4. GRANT OF SECURITY</p> <p>4.1 Nature of security</p> <p>All Security Interests and dispositions created or made by or pursuant to the Debenture are created or made</p> <p>(a) in favour of the Security Trustee,</p> <p>(B) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and</p> <p>(c) as continuing security for payment of the Secured Obligations</p> <p>4.2 Qualifying floating charge</p> <p>Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <p>(see continuationn sheet)</p>	

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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

- 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 DLA PIPER UK LLP

X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Peter Manley

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX: 14304 MANCHESTER

Telephone 08700 111 111



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5. FIXED SECURITY</p> <p>5.1 Fixed charges</p> <p>The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Property (if any), and</p> <p>(ii) all other Property (if any) at the date of the Debenture vested in, or charged to, the Chargor (not charged by clause 5 1(a)(i)),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Property and all interests in Property (not charged by clause 5 1(a)), and</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clauses 5 1(a) or 5 1(b)) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 5 1(c)), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>other than any which are for the time being part of the Chargor's stock-in-trade or work-in-progress),</p> <p>(e) by way of first fixed charge</p> <p>(i) the Charged Securities (if any) referred to in Schedule 2 (<i>Details of Security Assets</i>),</p> <p>(ii) all other Charged Securities (not charged by clause 5 1(e)(i)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and</p> <p>(ii) all accounts of the Chargor with any bank, financial institution or other person at any time not charged by clause 5 1(f)(i) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of first fixed charge the Intellectual Property,</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (<i>Security assignments</i>), by way of first fixed charge such Assigned Asset,</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Chargor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of the Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of the Chargor</p> <p>5.2 Security assignments</p> <p>The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following:</p> <p>(i) all Insurances, and</p> <p>(ii) all other Insurances (not assigned by clause 5 2(b)(i)),</p> <p>and all claims under the Insurances and all proceeds of the Insurances, and</p> <p>(c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing, and</p> <p>(d) all other Receivables (not assigned under paragraphs (a) to (c) above)</p>	

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Short particulars	<p>To the extent that any Assigned Asset described in this clause 5 2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p>5.4 Assigned Assets</p> <p>The Security Trustee is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture</p> <p>6. FLOATING CHARGE</p> <p>The Chargor charges and agrees to charge by way of first floating charge all of its present and future</p> <p>(a) assets and undertaking (wherever located) which are not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (<i>Fixed charges</i>), clause 5 2 (<i>Security assignments</i>) or any other provision of the Debenture, and</p> <p>(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland</p> <p>7. CONVERSION OF FLOATING CHARGE</p> <p>7.1 Conversion by notice</p> <p>The Security Trustee may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if</p> <p>(a) an Event of Default has occurred and is continuing, or</p> <p>(b) the Security Trustee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>7.2 Small companies</p> <p>The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p>7.3 Automatic conversion</p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>which the same will occur under general law) automatically convert into a fixed charge</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(i) the Chargor creates (or attempts or purports to create) any Security Interest (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee, or</p> <p>(ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and</p> <p>(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Security Trustee receives notice of intention to appoint such an administrator</p> <p>7.4 Partial conversion</p> <p>The giving of a notice by the Security Trustee pursuant to clause 7.1 (<i>Conversion by notice</i>) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties</p> <p>8. CONTINUING SECURITY</p> <p>8.1 Continuing security</p> <p>The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.</p> <p>8.2 Additional and separate security</p> <p>The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee and/or any other Secured Party may at any time hold for any Secured Obligation.</p> <p>8.3 Right to enforce</p> <p>The Debenture may be enforced against the Chargor without the Security Trustee and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.</p> <p>11. UNDERTAKINGS BY THE CHARGING COMPANIES</p> <p>11.1 Restrictions on dealing</p> <p>The Chargor shall not do or agree to do any of the following without the prior written</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

consent of the Security Trustee

- (a) create or permit to subsist any Security Interest on any Security Asset except Permitted Security, and
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset except for a disposal which is permitted by the Mezzanine Loan Note Instruments

19. SET-OF

19.1 Set-off

- (a) The Security Trustee and each other Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Security Trustee or such other Secured Party by any other Charging Company) against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after the Security has become enforceable (and in addition to its rights under clause 19 1(a) of the Debenture), the Security Trustee and each other Secured Party may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee or such other Secured Party to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Security Trustee or such other Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Security Trustee or such other Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation

21. FURTHER ASSURANCES

21.1 Further action

The Chargor, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Debenture or any other Finance Document,
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or Delegate in

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Please give the short particulars of the property mortgaged or charged

Short particulars

respect of any Security Asset, and

- (c) creating and perfecting Security in favour of the Security Trustee or the Secured Parties over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Finance Document

This includes

- (i) the re-execution of the Debenture or any other Finance Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Trustee or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Trustee may think expedient

21.2 Finance Documents

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 Security Trustee or the Secured Parties by or pursuant to the Finance Documents

21.3 Specific security

Without prejudice to the generality of clause 21.1 (*Further action*) of the Debenture, the Chargor shall forthwith at the request of the Security Trustee execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Debenture in favour of the Security Trustee (including any arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*) of the Debenture) in such form as the Security Trustee may reasonably require

22. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any Delegates to be its attorney to take any action which the Chargor is obliged to take under the Debenture, including under clause 21 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

DEFINITIONS IN THIS FORM

"Accession Deed" means an accession deed substantially in the form set out in schedule 7 (*Form of Accession Deed*) of the Debenture,

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Short particulars	<p>"Account Bank" means</p> <p>(a) Bank of Ireland (UK) PLC (Company No 07022885) of Bow Bells House 1, Bread Street, London, EC4M 9BE, and/or</p> <p>(b) such other bank or financial institution with which any Security Account is maintained from time to time,</p> <p>"Act" means the Law of Property Act 1925,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 5 2 (<i>Security assignments</i>),</p> <p>"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>"Charged Securities" means</p> <p>(a) the securities (if any) specified in schedule 2 (<i>Details of Security Assets</i>), and</p> <p>(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "<i>investments</i>" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of this Deed) now or in future owned (legally or beneficially) by the Chargor or in which the Chargor has an interest at any time,</p> <p>"Charging Companies" means the Original Charging Companies listed in schedule 1 and any other company which accedes to the Debenture pursuant to an Accession Deed,</p> <p>"Company" means RHC Group Ltd, a company incorporated and registered under the laws of England and Wales with registered number 06646628 with its registered office at Briars Hey Mill Lane, Rainhill, Liverpool, Merseyside L35 6NE,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Trustee or by a Receiver,</p> <p>"Event of Default" means the happening of any of the events listed in clause 9 (<i>Accelerated Repayment</i>) of each Mezzanine Loan Note Instrument,</p> <p>"Finance Documents" means the Debenture, the Intercreditor Deed, the Legal Charges, the Mezzanine Fees Letter, the Mezzanine Loan Note Instruments, the Mezzanine Loan Notes, the Mezzanine Security Documents, the Security Trust Deed and any documents supplemental to any of the foregoing and any other document designated as such by the Security Trustee and the Company,</p> <p>"Group Companies" means the Parent, the Company and each of their Subsidiaries from time to time,</p> <p>"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in</p>

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Short particulars	<p>schedule 3 (<i>Insurances</i>)),</p> <p>"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trademarks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,</p> <p>"Intercreditor Deed" means the intercreditor deed dated the same date as the Debenture and made between, amongst others, (1) the Parent, (2) the Original Subsidiaries, (3) The Governor and Company of the Bank of Ireland as GovCo and Security Trustee (4) Bank of Ireland (UK) PLC as Senior Lender and (5) the Investors as each such term is defined in it,</p> <p>"Legal Charges" means the legal charges dated the same date as the Debenture and made between (1) Raphael Health Care Limited (company number 05255132) and (2) the Security Trustee in relation to the Property known as</p> <ul style="list-style-type: none"> (a) Briars Hey, Mill Lane, Rainhill, Prescot L35 6NE (title numbers MS547724 and MS533123), and (b) Farndon Mental Health Hospital, Farndon, Newark NG24 4SW (title number NT 393661), <p>"Mezzanine A Loan Note Instrument" has the meaning given to that term in the Debenture,</p> <p>"Mezzanine A Loan Notes" means the loan notes constituted and issued from time to time pursuant to the Mezzanine A Loan Note Instrument (including any Mezzanine PIK Notes issued in relation thereto),</p> <p>"Mezzanine B Loan Note Instrument" has the meaning given to that term in the Debenture;</p> <p>"Mezzanine Fees Letter" means the letter dated on or around the date of this Deed and made between (1) the Security Trustee and (2) the Parent setting out the fees payable to the Security Trustee,</p> <p>"Mezzanine Loan Notes" means the Mezzanine A Loan Notes and the Mezzanine B Loan Notes,</p> <p>"Mezzanine Loan Note Instruments" means the Mezzanine A Loan Note Instrument and the Mezzanine B Loan Note Instrument,</p> <p>"Mezzanine PIK Notes" means the payment-in-kind notes to be issued by the Parent pursuant to the provisions of clauses 4 6 to 4 8 (inclusive) of the Mezzanine Loan Note Instruments,</p> <p>"Mezzanine Security" has the meaning given to that term in the Intercreditor Deed,</p> <p>"Mezzanine Security Documents" has the meaning given to that term in the Intercreditor Deed,</p> <p>"Parent" means RHC Group (2012) Limited a company registered in England and Wales with</p>	

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Short particulars

number 7911690 whose registered office is at Briars Hey, Mill Lane, Rainhill, Liverpool, Merseyside L35 6NE,

"Permitted Security" means

- (a) the Senior Security, and
- (b) the Mezzanine Security,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Debenture,

"Related Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Relevant Contract" means each agreement specified in any Accession Deed as a "Relevant

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><i>Contract</i>" together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Secured Parties" means the Security Trustee, the Security Beneficiaries (or any of them), any Receiver or Delegate and any other person to whom Mezzanine Loan Notes are issued from time to time and who becomes party to the Security Trust Deed (each a "Secured Party"),</p> <p>"Security" means the Security Interests created by or pursuant to the Deed,</p> <p>"Security Accounts" means</p> <ul style="list-style-type: none"> (a) such specially designated account(s) with the Security Trustee as the Security Trustee may from time to time direct, or (b) such other account(s) with such other bank as the Security Trustee may from time to time direct, <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,</p> <p>"Security Beneficiaries" has the meaning given to that term in the Security Trust Deed,</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security,</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the date on which</p> <ul style="list-style-type: none"> (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents, <p>"Security Trust Deed" means the security trust deed dated the same date as the Debenture and made between (1) the Security Trustee and (2) the parties listed in schedule 1 thereto as Security Beneficiaries,</p> <p>"Senior Discharge Date" has the meaning given to that term in the Intercreditor Deed,</p> <p>"Senior Security" has the meaning given to that term in the Intercreditor Deed, and</p> <p>"Subsidiary" means in respect of any company, any company directly or indirectly controlled by such company and "Subsidiaries" shall mean all or any of them, as appropriate</p> <p style="text-align: center;">SCHEDULE 1: ORIGINAL CHARGING COMPANIES</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

Company name	Company number
RHC Group (2012) Limited	07911690
RHC Group Ltd	06646628
Raphael Health Care (Holding) Limited	05470792
Raphael Health Care Limited	05255132

SCHEDULE 2: DETAILS OF SECURITY ASSETS

Charging Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
RHC Group (2012) Limited	RHC Group Ltd	Ordinary	1,987,000	5,000,000
		Deferred	3,013,000	
RHC Group Ltd	Raphael Health Care (Holding) Limited	Ordinary	925	1,687,800
		B ordinary	35	
		Preference	1,686,840	
Raphael Health Care (Holding) Limited	Raphael Health Care Limited	Ordinary	10	10

SCHEDULE 3: INSURANCES

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

Insurer	Insured risks	Policy number
Travelers Insurance Company Limited	Property damage, money, deterioration of stock, business interruption and employers' liability (amongst other things)	UC PMH 3647744



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5255132
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 3 FEBRUARY 2012 AND CREATED BY
RAPHAEL HEALTH CARE LTD FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO
RJD PARTNERS LIMITED (AS "SECURITY TRUSTEE") AND/OR
THE OTHER SECURED PARTIES (OR ANY OF THEM) 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 11 FEBRUARY
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY
2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES