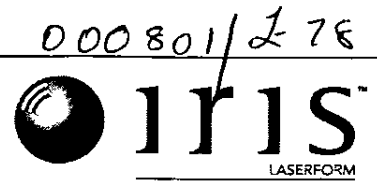


MG01

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 re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

SATURDAY



A12G5XC8

A10

11/02/2012

#170

COMPANIES HOUSE

1

Company details

Company number

0 5 2 5 5 1 3 2

Company name in full

Raphael Health Care Ltd

1 3

→ 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

d 0 d 3 m 0 m 2 y 2 y 0 y 1 y 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

Legal Charge

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 the Company to the Security
Trustee and/or the other Secured Parties under or
pursuant to any Finance Document (including all
monies covenanted to be paid under the legal
charge) (the "Secured Obligations")

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge		Continuation page Please use a continuation page if you need to enter more details
Name	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>3. GRANT OF SECURITY</p> <p>3.1 The Company, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charges and agrees to charge in favour of the Security Trustee.</p> <p>(a) by way of legal mortgage all its present and future right, title and interest in or to the Property; and</p> <p>(b) by way of fixed charge</p> <p>(1) all proceeds of sale of the whole or any part of the Property; and</p> <p>(11) all fittings at any time on the Property; and</p> <p>(c) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same</p> <p>(Please see continuation sheet)</p>		

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

- 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

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 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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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>3.2 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 Legal Charge (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).</p> <p>4 CONVERSION OF FLOATING CHARGE</p> <p>4.1 Conversion by notice</p> <p>The Security Trustee may, by written notice to the Company, convert the floating charge created under the Legal Charge into a fixed charge as regards all or any of the assets of the Company specified in the notice if:</p> <ul style="list-style-type: none"> (a) an Event of Default has occurred and is continuing; or (b) the Security Trustee considers any Security Assets 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>4.2 Small companies</p> <p>The floating charge created under the Legal Charge by the Company 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 Company</p> <p>4.3 Automatic conversion</p> <p>The floating charge created under the Legal Charge shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge</p> <ul style="list-style-type: none"> (a) in relation to any Security Asset which is subject to a floating charge if <ul style="list-style-type: none"> (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Trustee, or (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Trustee receives notice of intention to appoint such an administrator (as contemplated by 	

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>the Insolvency Act 1986)</p> <p>4 4 Partial conversion</p> <p>The giving of a notice by the Security Trustee pursuant to clause 4 1 (<i>Conversion by notice</i>) in relation to any class of assets of the Company 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 Secured Parties.</p> <p>5. CONTINUING SECURITY</p> <p>5.1 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 Legal Charge shall remain in full force and effect as a continuing security for the duration of the Security Period</p> <p>5 2 Additional and separate security</p> <p>The Legal Charge is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Trustee may at any time hold for any Secured Obligation</p> <p>5.3 Right to enforce</p> <p>The Legal Charge may be enforced against the Company without the Security Trustee first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.</p> <p>8. UNDERTAKINGS BY THE COMPANY</p> <p>8.1 Restriction on dealings</p> <p>The Company shall not do nor agree to do any of the following without the prior written consent of the Security Trustee:</p> <p>(a) create or permit to subsist any Security Interest on any Security Asset, or</p> <p>(b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset.</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	<p>8.4 No restrictive contracts</p> <p>The Company shall not, except with the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset.</p> <p>8.7 No leasing</p> <p>The Company shall not, except with the prior written consent of the Security Trustee, confer on any person</p> <ul style="list-style-type: none"> (a) any lease or tenancy of any of the Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power), (b) any right or licence to occupy any land or Premises forming part of the Property, or (c) any licence to assign or sub-let any part of the Property. <p>16 SET-OFF</p> <p>16 1 Set-off</p> <ul style="list-style-type: none"> (a) The Security Trustee may (but shall not be obliged to) set off any obligation which is due and payable by the Company under the Finance Documents and unpaid against any obligation (whether or not matured) owed by the Security Trustee to the Company, 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 16.1(a) of the Legal Charge), the Security Trustee may (but shall not be obliged to) set-off any contingent liability owed by the Company under any Finance Document against any obligation (whether or not matured) owed by the Security Trustee to the Company, regardless of the place of payment, booking branch or currency of either obligation. (c) If the obligations are in different currencies, the Security Trustee 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 may set off in an amount estimated by it in good faith to be the amount of that obligation. <p>18 FURTHER ASSURANCES</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="327 349 1050 383">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="327 450 651 477">18 1 Further action</p> <p data-bbox="422 517 1516 573">The Company shall, at its own expense, promptly take whatever action the Security Trustee or a Receiver may require for:</p> <ul data-bbox="422 607 1516 824" style="list-style-type: none"> <li data-bbox="422 607 1516 667">(a) creating, perfecting or protecting the Security Interests intended to be created by the Legal Charge; and <li data-bbox="422 701 1516 824">(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 any of its or their Delegates in respect of any Security Asset, <p data-bbox="422 857 1516 1010">including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Security Trustee or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think expedient.</p> <p data-bbox="327 1021 699 1048">18 2 Finance Documents</p> <p data-bbox="422 1088 1516 1267">The Company 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 other Secured Parties by or pursuant to the Finance Documents</p> <p data-bbox="327 1301 699 1328">18.3 Specific security</p> <p data-bbox="422 1368 1516 1581">Without prejudice to the generality of clause 18.1 (<i>Further action</i>) of the Legal Charge, the Company will immediately upon request by the Security Trustee execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Legal Charge (including any fixed security arising or intended to arise pursuant to clause 4 (<i>Conversion of floating charge</i>) of the Legal Charge).</p> <p data-bbox="327 1615 699 1641">19 POWER OF ATTORNEY</p> <p data-bbox="422 1682 1516 1895">The Company, by way of security, irrevocably and severally appoints the Security Trustee, each Receiver and any of their Delegates to be its attorney to take any action which the Company is obliged to take under the Legal Charge, including under clause 18 (<i>Further assurances</i>) of the Legal Charge. The Company ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.</p> <p data-bbox="327 1962 715 1989">DEFINITIONS IN THIS FORM</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	<p>"Act" means the Law of Property Act 1925,</p> <p>"Composite Guarantee and Debenture" means the composite guarantee and debenture dated the same date as the Legal Charge and made between (1) the Charging Companies and (2) the Security Trustee (each term as defined therein);</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 events listed in clause 5 (Accelerated Repayment) of the Mezzanine Loan Note Instrument,</p> <p>"Finance Documents" means this Deed, the Composite Guarantee and Debenture, the Intercreditor Deed, 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>"Intercreditor Deed" means the intercreditor deed dated the same date as the Legal Charge 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>"Mezzanine A Loan Note Instrument" has the meaning given to that term in the Legal Charge;</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 Legal Charge,</p> <p>"Mezzanine B Loan Notes" means the loan notes constituted and issued from time to time pursuant to the Mezzanine B Loan Note Instrument (including any Mezzanine PIK Notes issued in relation thereto),</p> <p>"Mezzanine Fees Letter" means the letter dated on or around the date of the Legal Charge 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</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>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 number 7911690 whose registered office is at Briars Hey, Mill Lane, Rainhill, Liverpool, Merseyside L35 6NE;</p> <p>"Permitted Security" means:</p> <ul style="list-style-type: none"> (a) the Senior Security; and (b) the Mezzanine Security; <p>"Premises" means all buildings and erections included in the definition of "Security Assets";</p> <p>"Property" means the property specified in the Schedule (The Property) and, where the context so admits, includes:</p> <ul style="list-style-type: none"> (a) all buildings, erections, fixtures (including trade fixtures) and fixed plant and machinery at any time thereon; (b) all easements, rights and agreements in respect thereof; and (c) the benefit of all covenants given in respect thereof; <p>"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Trustee under the Legal Charge,</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 Legal Charge;</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged,</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

charged or assigned) by or pursuant to the Legal Charge,

"**Security Beneficiaries**" has the meaning given to them in the Security Trust Deed;

"**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,

"**Security Trust Deed**" means the security trust deed dated the same date as the Legal Charge and made between (1) the Security Trustee and (2) the parties listed in the schedule 1 thereto as Security Beneficiaries, and

"**Senior Security**" has the meaning given to that term in the Intercreditor Deed

SCHEDULE: THE PROPERTY

Registered land

Address	Administrative Area	Title number
Briars Hey, Mill Lane, Rainhill, Prescot L35 6NE	Merseyside - St. Helens	MS547724 MS533123



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. 13**

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

Dt



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES