

MG01

Particulars of a mortgage or charge

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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

You cannot use
particulars of a c
company To do
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1

Company details

Company number

0 5 6 2 8 1 2 4

Company name in full

BURNSIDE CARE LIMITED

(the "Charging Company")

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

d2 d1 m1 m2 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Supplemental charge dated 21 December 2012 (the "**Supplemental Charge**") to a debenture dated
14 April 2011 (the "**Debenture**") and entered into between, amongst others, the Charging
Company and Deutsche Bank AG, London Branch as security trustee for itself and the other
Secured Parties (as defined on continuation page 10 of Part 6 of this Form MG01) (the "**Security
Agent**")

4

Amount secured

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

Amount secured

The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please
see continuation pages 3 to 13 of Part 6 of this Form MG01 attached
hereto)

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 Deutsche Bank AG, London Branch as Security Agent

Address Winchester House, 1 Great Winchester Street

London

Postcode E C 2 N 2 D B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1 CHARGING PROVISIONS**1 1 Specific Security**

The Charging Company, as continuing security for the payment of the Secured Obligations, has charged in favour of the Security Agent (to the extent competent under applicable law) with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

- (a) by way of first legal mortgage, the Properties, and
- (b) by way of floating charge, the Properties to the extent not effectively mortgaged by way of legal mortgage under Clause 2(a) of the Supplemental Charge (as set in paragraph 1 1(a) of this Part 6),

pursuant to Clause 3 1(a) (*Specific Security*) and Clause 3 2 (*Floating Charge*) respectively of the Debenture, as supplemented by the Supplemental Charge

1 2 Conversion of Floating Charge

- (a) The Security Agent may (to the extent competent under applicable law), by written notice to the Charging Company, convert the floating charge created under the Supplemental Charge into a fixed charge with immediate effect as regards those assets specified in the notice, if:

Please see continuation pages 1 to 13 of this Part 6 of this Form MG01 attached hereto

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Particulars of a mortgage or charge

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Short particulars	<p>(i) an Acceleration Event has occurred, or</p> <p>(ii) the Security Agent (acting reasonably) considers those assets 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>(b) The floating charge created under the Supplemental Charge will (to the extent competent under applicable law) automatically (without notice) and immediately be converted into a fixed charge over all the assets (or, in the case of the events occurring to an asset referred to in paragraphs (ii), (iii) or (iv) below, the relevant asset) of the Charging Company which are subject to the floating charge created under the Supplemental Charge, if</p> <p>(i) the members of the Charging Company convene a meeting for the purposes of considering any resolution for its winding-up or dissolution,</p> <p>(ii) the Charging Company creates, or purports to create, Security (except as permitted by the Secured Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Debenture or the Supplemental Charge,</p> <p>(iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or</p> <p>(iv) if any other floating charge created by the Charging Company crystallises over such asset for any reason</p> <p>(c) Upon the conversion of any floating charge pursuant to Clause 3.4 (<i>Conversion of Floating Charge</i>) of the Debenture (as set out in paragraph 1.2 of this Part 6), the Charging Company shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require</p>	
2	FURTHER ASSURANCE	
2.1	General	
	<p>(a) Subject to the terms of the Intercreditor Agreement, the Charging Company shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignments, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Supplemental Charge or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Supplemental Charge or by law,</p> <p>(ii) to confer on the Security Agent, or on the Secured Parties, Security over any</p>	

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Short particulars	<p>property and assets of the Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Supplemental Charge, and/or</p> <p>(iii) following the occurrence of an Acceleration Event, to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Supplemental Charge</p> <p>(b) Subject to the Agreed Security Principles, the Charging 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 Agent or the Secured Parties by or pursuant to the Supplemental Charge</p> <p>2 2 In relation to real property which is registered at the Land Registry or which is subject to a first registration application at the Land Registry and which is charged by way of legal mortgage under the Debenture (as supplemented by the Supplemental Charge) situated in England and Wales, the Charging Company has covenanted to a restriction being entered on the Register of Title of the Properties under the Land Registration Act 2002 and has agreed to apply for such a restriction in the following terms</p> <p>"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the supplemental charge dated [] 2012 in favour of Deutsche Bank AG, London Branch referred to in the Charges Register or its conveyance"</p> <p>2 3 Subject to the terms of the Secured Debt Documents, the Finance Parties are under an obligation to make further advances to the Charging Company (which obligation is deemed to be incorporated into the Supplemental Charge) and this security has been made for securing those further advances. The Charging Company shall apply to the Land Registry on the prescribed Land Registry form for a notice to be entered on the Register of Title in relation to the Properties and charged by it by way of legal mortgage under the Supplemental Charge that there is an obligation to make further advances on the security of the registered charge</p> <p>2 4 If the Charging Company fails to make the applications set out in Clauses 3 1 or 3 2 of the Supplemental Charge (as set out in paragraphs 2 2 and 2 3, respectively, of this Part 6), the Charging Company irrevocably consents to the Security Agent making such application on its behalf and shall promptly provide the Security Agent with all information and properly incurred fees which the Security Agent may reasonably request in connection with such application</p> <p>2 5 In respect of any of the Properties mortgaged or charged under the Supplemental Charge title to which is registered at the Land Registry, it is certified that the security created by the Supplemental Charge does not contravene any of the provisions of the articles of association of the Charging Company</p> <p>3 NEGATIVE PLEDGE</p>	

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The Charging Company may not

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Properties,
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Properties (other than in respect of assets charged under Clause 3.2 (*Floating Charge*) of the Debenture on arm's length terms in the ordinary course of trading) 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 Properties,

except where to do so is not prohibited by any of the Secured Debt Documents or with the prior consent of the Security Agent

DEFINITIONS

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings

"Acceleration Event" means any event or circumstance specified as such in the Intercreditor Agreement

"Accession Deed" means a document substantially in the form set out in schedule 7 (Form of Accession Deed) to the RCF Facility Agreement

"Additional Liabilities" means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with

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

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"Additional Senior Secured Notes" means the £206 million senior secured notes due in 2018 issued pursuant to the Senior Secured Supplemental Indenture

"Additional Senior Secured Notes Guarantee" means the "Notes Guarantee" as defined in the Senior Secured Supplemental Indenture

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary (as defined in the Intercreditor Agreement) of that Holding Company, provided that in relation to The Royal Bank of Scotland plc, the term "Affiliate" shall include The Royal Bank of Scotland N V and each of its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006), but shall not include

- (a) the UK government or any member of instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or
- (b) any persons controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006)

"Agreed Security Principles" means the principles set out in schedule 14 (*Agreed Security Principles*) to the RCF Facility Agreement

"Ancillary Document" means each document relating to or evidencing an Ancillary Facility

"Ancillary Facility" means

- (a) on or prior to the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (*Ancillary Facilities*) of the RCF Facility Agreement, and
- (b) following the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender under and in accordance with the Credit Facility Documents.

"Ancillary Lender" means

- (a) on or prior to the RCF Discharge Date, each RCF Lender (or Affiliate of a RCF Lender) which makes an Ancillary Facility available pursuant to the terms of the RCF Facility Agreement, and
- (b) following the RCF Discharge Date, each Credit Facility Lender (or Affiliate of a Credit Facility Lender) which makes an Ancillary Facility available pursuant to the terms of the Credit Facility Documents

"Arranger" means an Arranger under and as defined in the RCF Facility Agreement and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to clause 20 (*Changes to the Parties*) thereof

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"Credit Facility" means

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

"Credit Facility Documents" means

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

"Credit Facility Lenders" means

- (a) on or prior to the RCF Discharge Date, the RCF Lenders, and
- (b) after the RCF Discharge Date, each Lender (under and as defined in the Credit Facility Documents), Issuing Bank and Ancillary Lender

"Creditor/Creditor Representative Accession Undertaking" means

- (a) an undertaking substantially in the form set out in schedule 3 (*Form of Creditor/Creditor Representative Accession Undertaking*) to the Intercreditor Agreement,
- (b) a Transfer Certificate or an Assignment Agreement (each as defined in the RCF Facility Agreement or other Credit Facility Document) as the context may require, or
- (c) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Deed, that Debtor Accession Deed

"Creditor Representative" means:

- (a) in relation to the RCF Lenders, the RCF Agent,
- (b) in relation to the Credit Facility Lenders under any other Credit Facility, the facility agent in respect of that Credit Facility,

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- (c) in relation to the Senior Secured Noteholders, the Senior Secured Notes Trustee,
- (d) in relation to the Senior Unsecured Noteholders, the Senior Unsecured Notes Trustee;
- (e) in relation to any Pari Passu Creditors, the Pari Passu Debt Representative, and
- (f) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative

"Creditors" has the meaning given to such term in clause 1.1 (*Definitions*) of the Intercreditor Agreement

"Debt Documents" means each of the Intercreditor Agreement, the RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Senior Unsecured Notes Documents, the Pari Passu Debt Documents, the Hedging Agreements, the Transaction Security Documents, the Shareholder Debt Documents, the Intra-Group Debt Documents and any other document designated as such by the Security Agent and the Parent

"Debtor" means each

- (a) Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein), and
- (b) any person which becomes a party to the Intercreditor Agreement as a Debtor in accordance with the terms of clause 20 (*Changes to the Parties*) thereof

"Debtor Accession Deed" means

- (a) a deed substantially in the form set out in schedule 2 (*Form of Debtor Accession Deed*) to the Intercreditor Agreement, or
- (b) (only in the case of a member of the Group which is acceding as a borrower or a guarantor under a Credit Facility) an Accession Deed (as defined in the relevant Credit Facility)

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

"Distressed Disposal" has the meaning given to such term in clause 1.1 (*Definitions*) of the Intercreditor Agreement

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

"Finance Party" means

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Short particulars	<p>(a) on or prior to the RCF Discharge Date, any RCF Finance Party; and</p> <p>(b) after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents.</p> <p>"Group" means the Parent and each of its Restricted Subsidiaries for the time being</p> <p>"Hedge Counterparty" means any New Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement</p> <p>"Hedging Agreement" means any master agreement together with schedule and confirmation or any other agreement entered into or to be entered into between a Debtor and a Hedge Counterparty, in each case, for the purposes of hedging that at the time such Hedging Agreement is entered into is permitted under the terms of the Credit Facility Documents and not prohibited under the terms of the Senior Secured Notes Documents, to share in the Transaction Security.</p> <p>"Hedging Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Debtor to any Hedge Counterparty under or in connection with an Hedging Agreement, together with any related Additional Liabilities</p> <p>"Holding Company" has the meaning given to that term in the RCF Facility Agreement and, after the RCF Discharge Date, any Credit Facility Document</p> <p>"Insolvency Event" means any event or circumstance specified as such in the Intercreditor Agreement</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 3 February 2011 and made between, among others, Crown Newco 2 Limited, Crown Newco 3 plc, the RCF Agent, the Senior Secured Notes Trustee, the Senior Unsecured Notes Trustee and the Security Agent,</p> <p>"Intra-Group Borrowers" means each member of the Group who has had loans or credit made available to it by an Intra-Group Lender and which becomes a party as an Intra-Group Lender in accordance with the terms of clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement, which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement</p> <p>"Intra-Group Debt Documents" means all documents, agreements and instruments evidencing any Intra-Group Liabilities</p> <p>"Intra-Group Lender" means:</p> <p>(a) each Original Intra-Group Lender; and</p> <p>(b) 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 another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement</p> <p>"Intra-Group Liabilities" means the Liabilities owed by any member of the Group to any of the</p>	

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Intra-Group Lenders, together with any related Additional Liabilities

"Issuing Bank" has the meaning given to the term "Issuing Bank" in

- (a) on or prior to the RCF Discharge Date, the RCF Facility Agreement, and
- (b) after the RCF Discharge Date, if applicable, the relevant Credit Facility Documents

"Liabilities" means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities

"New Hedge Counterparty" means any person which becomes party to the Intercreditor Agreement as a New Hedge Counterparty pursuant to clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) thereof

"Original Debtors" means the companies listed in Part 3 of Schedule 1 (*The Parties*) to the Intercreditor Agreement as debtors (together with the Parent, the Senior Secured Notes Issuer and the Senior Unsecured Notes Issuer)

"Original Intra-Group Lenders" means the companies listed in Part 1 of Schedule 1 (*The Parties*) to the Intercreditor Agreement as intra-group lenders

"Original Shareholder Creditors" means the persons listed in Part 2 of Schedule 1 (*The Parties*) to the Intercreditor Agreement as shareholder creditors

"Parent" means Crown Newco 3 plc

"Pari Passu Creditors" means the lenders or other creditors in respect of any Pari Passu Debt and the Pari Passu Debt Representative(s)

"Pari Passu Debt" has the meaning given to such term in clause 1.1 (*Definitions*) of the Intercreditor Agreement.

"Pari Passu Debt Documents" means each document or instrument entered into between any members of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt

"Pari Passu Debt Representative" means the creditor representative for the Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties

"Properties" means the properties specified in schedule 1 to the Supplemental Charge (as set out in the table below) and shall include

- (a) the proceeds of sale of all or any part of such properties,
- (b) all rights, benefits, privileges, warranties, covenants, undertakings, easements, servitudes, appurtenances and licences relating to such properties;

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- (c) all money received by or payable to the Charging Company in respect of such properties, and
- (d) all buildings, fixtures and fittings from time to time on such properties

No.	Property (operational entity)	Property	Tenure	Title Number
1	Holme House	Burnside, 27 Holme Road, Market Weighton YO43 3EQ	Freehold	YEA31059
2	Holme House	Land at the back of 27 Holme Road, Market Weighton, York YO43 3EQ	Freehold	YEA32942
3	Holme House	Land lying to the West of Glenfield Avenue, Market Weighton	Freehold	HS195282

"Quasi-Security" means a transaction in which the Charging Company

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Charging Company or any other member of the Group,
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms,
- (c) enters 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) enters 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 Financial Indebtedness (as defined in any Credit Facility) or of financing the acquisition of an asset

"RCF Agent" means The Royal Bank of Scotland plc.

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

"RCF Facility Agreement" has the meaning given to it in the Intercreditor Agreement

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

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

"RCF Lender" means each "Lender" referred to in the RCF Facility Agreement

"RCF Liabilities" means the Liabilities owed by the Debtors to the RCF Finance Parties under the

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RCF Finance Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities).

"Receiver" means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture

"Resignation Letter" means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) to the RCF Facility Agreement

"Restricted Group" means the Parent and each Restricted Subsidiary

"Restricted Subsidiary" has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Notes Indenture

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

"Secured Obligations" means all present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity) including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under

- (a) the RCF Finance Documents,
- (b) the Hedging Agreements,
- (c) the Senior Secured Notes Documents (including, for the avoidance of doubt, the Additional Senior Secured Notes, the Senior Secured Supplemental Indenture and the Additional Senior Secured Notes Guarantee);
- (d) the Pari Passu Debt Documents,
- (e) the Credit Facility Documents other than the RCF Finance Documents, and
- (f) any Additional Liabilities in respect of any Secured Debt Documents,

provided that (d), (e) and (f) above shall only constitute "Secured Obligations" to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them

"Secured Parties" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Pari Passu Creditors, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of a Senior Secured Notes Trustee, Arranger, Super Senior Creditor or Pari Passu Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 20.13 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement

"Security" means a mortgage, standard security, charge, pledge or lien or other security interest

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securing any obligation of any person or any other agreement or arrangement having a similar effect

"Senior Secured Noteholders" means the "Holders" as defined in the Senior Secured Notes Indenture

"Senior Secured Notes" means the Sterling GBP 425,000,000 aggregate principal amount of 7% senior secured notes due 2018 issued by the Senior Secured Notes Issuer pursuant to the terms of the Senior Secured Notes Indenture and any additional notes issued from time to time under the Senior Secured Notes Indenture, together with any Additional Liabilities.

"Senior Secured Notes Creditors" means the Senior Secured Noteholders and the Senior Secured Notes Trustee

"Senior Secured Notes Documents" means

- (a) the Senior Secured Notes Indenture,
- (b) the Senior Secured Notes,
- (c) the Intercreditor Agreement,
- (d) the Senior Secured Notes Guarantees, and
- (e) the Transaction Security Documents

"Senior Secured Notes Guarantees" means the "Note Guarantees" as defined in the Senior Secured Notes Indenture

"Senior Secured Notes Indenture" means the senior secured note indenture dated 3 February 2011 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time.

"Senior Secured Notes Issuer" means Crown Newco 3 plc

"Senior Secured Notes Liabilities" means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities)

"Senior Secured Notes Trustee" means Deutsche Trustee Company Limited.

"Senior Secured Supplemental Indenture" means the senior secured supplemental indenture dated on or around the date of the Debenture between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time

"Senior Unsecured Noteholders" means the "Holders" as defined in the Senior Unsecured Notes Indenture

"Senior Unsecured Notes" means the Sterling GBP 175,000,000 aggregate principal amount of 8 875% senior unsecured notes due 2019 issued by the Senior Unsecured Notes Issuer pursuant to

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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>the terms of the Senior Unsecured Notes Indenture and any additional notes issued from time to time under the Senior Unsecured Notes Indenture, together with any Additional Liabilities</p> <p>"Senior Unsecured Notes Creditors" means the Senior Unsecured Noteholders and the Senior Unsecured Notes Trustee</p> <p>"Senior Unsecured Notes Documents" means</p> <ul style="list-style-type: none"> (a) the Senior Unsecured Notes Indenture, (b) the Senior Unsecured Notes, (c) the Intercreditor Agreement, and (d) the Senior Unsecured Notes Guarantees <p>"Senior Unsecured Notes Guarantees" means each senior subordinated guarantee by a Senior Unsecured Notes Guarantor of the obligations of the Parent under the Senior Unsecured Notes Documents which contain provisions in relation to payment blockage, subordination, release and turnover that substantially replicate those provisions of the Intercreditor Agreement relating to each Senior Unsecured Notes Guarantee or shall be made expressly such to the provisions of the Intercreditor Agreement in a legally binding manner</p> <p>"Senior Unsecured Notes Guarantor" means each member of the Group that is a guarantor or provides an indemnity to the Senior Unsecured Notes Creditors (or any of them) for the Senior Unsecured Notes Liabilities (or any of them) under any Senior Unsecured Notes Document</p> <p>"Senior Unsecured Notes Indenture" means the senior unsecured note indenture dated 3 February 2011 between, among others, the Senior Unsecured Notes Issuer and the Senior Unsecured Notes Trustee, as amended from time to time.</p> <p>"Senior Unsecured Notes Issuer" means Crown Newco 3 plc</p> <p>"Senior Unsecured Notes Liabilities" means the Liabilities owed by the Senior Unsecured Notes Issuer and the Debtors to the Senior Unsecured Notes Creditors under the Senior Unsecured Notes Documents, together with any related Additional Liabilities</p> <p>"Senior Unsecured Notes Trustee" means Deutsche Trustee Company Limited.</p> <p>"Shareholder Creditors" means</p> <ul style="list-style-type: none"> (a) any Original Shareholder Creditor, and (b) any direct or indirect shareholder (or affiliate who is not a member of the Group) of the Parent (and their respective transferees and successors) which has made a loan or financial accommodation to the Parent or another member of the Group, which is not prohibited under the terms of the Credit Facility Documents, the Senior Secured Notes Documents and the Pari Passu Debt Documents and which accedes to the Intercreditor Agreement by executing a Creditor/Creditor Representative Accession Undertaking in 	

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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

accordance with the Intercreditor Agreement

"Shareholder Debt Documents" means all documents, agreements and instruments evidencing any Shareholder Liabilities

"Shareholder Liabilities" means all Liabilities of any Debtor to any Shareholder Creditor together with any related Additional Liabilities

"Super Senior Creditors" means the Credit Facility Lenders, the Hedge Counterparties and their respective Creditor Representatives

"Transaction Security" means the Security (as defined in the Intercreditor Agreement) created or expressed to be created in favour of the Security Agent under or pursuant to the Transaction Security Documents

"Transaction Security Documents" means

- (a) each "Transaction Security Document" as defined in the RCF Facility Agreement or, after the RCF Discharge Date, the Credit Facility,
- (b) any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above,

which in each case, to the extent legally possible

- (i) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities, or
- (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of
 - (A) all the Secured Parties in respect of their Liabilities, or
 - (B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties.

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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

Nil

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 *Cathryn + Watkins* X

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

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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 **Hendrik Smit**

Company name
Latham & Watkins

Address **99 Bishopsgate**

Post town **London**

County/Region

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

Country **England**

DX Reference No **047961-0015**

Telephone **020 7710 1000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5628124
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL CHARGE DATED
21 DECEMBER 2012 AND CREATED BY BURNSIDE CARE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE OF ANY MEMBER OF THE GROUP TO ANY CREDITOR ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 4 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JANUARY 2013

DX



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**