

147992/13  
**MG01**

Particulars of a mortgage or charge



TUESDAY

**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.

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"PR1S2GE5"

05/01/2010

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COMPANIES HOUSE

For further information, please refer to our guidance at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**What this form is for**  
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.

**What this form is NOT for**  
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

<b>1 Company details</b>		For official use
Company number	0 5 8 2 0 9 1 9	S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> → <b>Filling in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	LIGHTHOUSE HEALTHCARE LIMITED (the "Chargor")	
<b>2 Date of creation of charge</b>		
Date of creation	d2 d2 m1 m2 y2 y0 y0 y9	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.		
Description	DEBENTURE (the "Deed")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Amount secured	All Indebtedness covenanted to be paid or discharged by the Chargor to the Security Trustee for the Secured Finance Parties under Clause 2.1 (Covenant to pay) of the Deed ("Secured Liabilities").  (see continuation pages)	

# 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.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Name	ALCENTRA LIMITED (the "Security Trustee")	
Address	10 Gresham Street	
	London	
Postcode	E C 2 V 7 J D	
Name		
Address		
Postcode		

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.		<b>Continuation page</b> Please use a continuation page if you need to enter more details.
Short particulars	<p>1. CHARGING CLAUSE</p> <p>1.1 Creation of fixed security</p> <p>1.1.1 The Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, charged to the Security Trustee:</p> <p>(a) subject to clause 4.6 of the Deed, by way of legal mortgage, all Land in England and Wales as at 22 December 2009 vested in it and registered at the Land Registry as described in the Schedule hereto (Land to be Mortgaged);</p> <p>(b) subject to clause 4.6 of the Deed, by way of legal mortgage, all Land in England and Wales as at 22 December 2009 vested in it and not registered at the Land Registry;</p> <p>(c) by way of fixed charge:</p> <p>(i) subject to clause 4.6 of the Deed, all other Land which is at 22 December 2009, or in the future becomes, its property;</p> <p>(ii) all interests and rights in or relating to Land or the proceeds of sale of Land as at 22 December 2009 or in the future belonging to it;</p> <p>(iii) all plant and machinery as at 22 December 2009 or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 4.1 of the Deed;</p> <p>(see continuation pages)</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 N/A

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

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 870). 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 Pipes 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 Denise Phillips

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode 

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Country

DX DX: 33866 Finsbury Square

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, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.

### **Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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Amount secured

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

Amount secured

**NOTE.**

**In this form:**

**"Agent"** means Alcentra Limited (company number 2958399) whose registered office is at 10 Gresham Street, London EC2V 7JD;

**"Assets"** means in relation to the Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them;

**"Derivative Rights"** means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment Securities;

**"Event of Default"** means any event or circumstance specified as such in clause 22 (Events of Default) of the Facility Agreement;

**"Facility Agreement"** means the facility agreement dated 19 October 2007 as amended and restated on 22 December 2009 between the Chargor (as the Borrower) the companies listed in Part 1 of Schedule 1 thereto (as Original Guarantors), Alcentra Limited (as Agent and Security Trustee), the financial institution listed in Part 2 of Schedule 1 thereto (as Original Lenders) and Alcentra Jersey GP Limited (as Arranger) (as amended, restated, novated and/or supplemented from time to time);

**"Finance Documents"** means the Facility Agreement, the Deed, any Deed of Accession and Charge the Subordination Deed and the Intercreditor Agreement (each as defined in the Facility Agreement) and any other documents designated as such by the Agent and the Chargor (in its capacity as Borrower under the Facility Agreement) and "Finance Document" means any of them;

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

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP (as defined in the Facility Agreement), be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

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Amount secured

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Amount secured

- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group and which would fall into other paragraphs of this definition; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above;

**"Fixed Charge Assets"** means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 4.1 (Creation of Fixed Security) of the Deed;

**"Floating Charge Asset"** means an Asset for the time being comprised within the floating charge created by Clause 4.2 (Creation of Floating Charge) of the Deed but, if it is also a Fixed Charge Asset, only in so far as concerns that floating charge;

**"Group"** means the Chargor and its Subsidiaries (as defined in the Facility Agreement) from time to time and "Group Company" means any of them;

**"Hedging Document"** means any document between the Chargor (as Borrower under the Facility Agreement) and the Hedging Counterparty (as defined in the Facility Agreement) relating to the Hedging Arrangements (as defined in the Facility Agreement);

**"Indebtedness"** means any obligation and liability whatsoever for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges on a full indemnity basis;

**"Investment Securities"** means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

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Amount secured

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

Amount secured

"Lease Document" means any lease or agreement for lease in respect of the whole or any part of a property and which is granted or entered into by a Group Company;

"Permitted Financial Indebtedness" means:

- (a) Financial Indebtedness arising under any of the Transaction Documents (as defined in the Facility Agreement);
- (b) Financial Indebtedness between Obligors (as defined in the Facility Agreement);
- (c) arising under a Hedging Arrangement (as defined in the Facility Agreement);
- (d) trade indebtedness incurred in the ordinary course of business;
- (e) trade indebtedness contested in good faith by any of the Obligors;
- (f) finance or capital leases with capital amount subject to a maximum aggregate amount of up to £200,000; and
- (g) indebtedness for other corporate purposes subject to an aggregate amount of £50,000; and
- (h) financial indebtedness owed to Alison Horton (or other sellers in respecting an Acquisition (as defined in the Facility Agreement)) in amount not exceeding £425,000;

"Permitted Security" means:

- (a) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (b) any lien arising by operation of law and in the ordinary course of trading;
- (c) Security constituted within the Finance Documents and the Senior Finance Documents (as defined in the Facility Agreement); or
- (d) Security in connection with finance or capital leases with capital amount subject to a maximum aggregate amount of up to £200,000;

"Receiver" means a receiver and manager appointed under Clause 15 (Appointment of a Receiver or an Administrator) of the Deed and (where the context requires or permits) includes any substituted receiver and manager;

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities;

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Particulars of a mortgage or charge

**4**

**Amount secured**

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

Amount secured

**"Secured Finance Party"** means the Agent, the Arranger, the Security Trustee and the Hedging Counterparty (each as defined in the Facility Agreement) and their respective successors and assigns;

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

**"Specified Investment Securities"** means, in relation to the Chargor, all Investment Securities:

- (a) which as at 22 December 2009 or in the future represent a holding in a Subsidiary of the Chargor or an undertaking which is its subsidiary undertaking;
- (b) which are as at 22 December 2009 or in the future held in the name of the Security Trustee or its nominee or to its order; or
- (c) the certificates for which are as at 22 December 2009 or in the future deposited by the Chargor with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee.

**SCHEDULE**

**Land to be mortgaged**

	<b>Title Number(s)</b>	<b>Address</b>	<b>Legal Interest Owner</b>
1.	LL71358	411 Newark Road, North Hykeham, LN6 9SP	Lighthouse Healthcare Limited
2.	SF541766	Ballington House, Westfields, Leek, ST13 5LP	Lighthouse Healthcare Limited

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (iv) all rental and other income and all debts and claims as at 22 December 2009 or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investment Securities which are as at 22 December 2009, or in the future become, its property;
- (vi) all Derivative Rights as at 22 December 2009 or in the future accruing in respect of its Specified Investment Securities;
- (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities;
- (viii) all insurance or assurance contracts or policies as at 22 December 2009 or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are as at 22 December 2009 or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them including any refund of premiums);
- (ix) all its goodwill and uncalled capital for the time being;
- (x) all trade debts as at 22 December 2009 or in the future owing to it and all proceeds thereof and the benefit of all rights relating thereto;
- (xi) all other debts as at 22 December 2009 or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xii) the benefit of all agreements, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset;
- (xiii) all its interests and rights (if any) as at 22 December 2009 or in the future in or to any pension fund;
- (xiv) all rights, money or property accruing or payable to it as at 22 December 2009 or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 4.1 of the Deed;

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them; and
- (xvi) all patents, utility models, registered and unregistered trade and service marks, rights in passing off, copyright, registered and unregistered rights in designs and database rights in each case as at 22 December 2009 or in the future held by it (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of, and any application for such rights;
- (xvii) the benefit of all agreements and licences as at 22 December 2009 or in the future entered into or enjoyed by it relating to the use or exploitation by or on its behalf in any part of the world of any such rights as are referred to in paragraph (xvi) above but owned by others;
- (xviii) all its rights as at 22 December 2009 or in the future in relation to trade secrets, confidential information and know how in any part of the world;
- (xix) subject to clause 4.6 of the Deed, the Lease Documents.

1.2 Creation of floating charge

The Chargor, with full title guarantee, charged to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 4.1 (Creation of fixed security) of the Deed including any Assets comprised within a charge which is reconverted under Clause 5.4 (Reconversion) of the Deed provided that the Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 11 (Negative Pledge) of the Deed with respect to any such Asset, and the Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents.

1.3 Assignment

- 1.3.1 The Chargor with full title guarantee and by way of fixed charge assigned absolutely in favour of the Security Trustee (subject to the right of the Chargor to redeem such assignment upon payment or discharge in full of the Secured Liability) all the right, title and interest of the Chargor in and to any Hedging Documents entered into by the Chargor.

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

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Short particulars

- 1.3.2 To the extent that any such right, title and interest as is referred to in Clause 4.3.1 of the Deed is not assignable or capable of assignment, the assignment thereof purported to be effected by such Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
2. CRYSTALLISATION
- 2.1 Crystallisation by notice
- 2.1.1 The floating charge created by the Chargor in Clause 4.2 (Creation of floating charge) of the Deed may be crystallised into a fixed charge by notice in writing given at any time by the Security Trustee to the relevant Chargor (or to the Borrower on its behalf). Such crystallisation shall take effect over the Floating Charge Assets or class of Floating Charge Assets specified in the notice. If no Floating Charge Assets are specified, it shall take effect over all Floating Charge Assets of the relevant Chargor. The Security Trustee may not give such notice unless:
- (a) an Event of Default is continuing and the Agent has delivered a notice to the Chargor (in its capacity as Borrower under the Facility Agreement) exercising its rights in accordance with clause 22.21 (Acceleration) of the Facility Agreement; or
  - (b) the Security Trustee reasonably considers such assets to be in jeopardy; or
  - (c) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to the Chargor (or such an administrator has been appointed) or to wind up the Chargor or that any such petition has been presented which in the reasonable opinion of the Security Trustee is likely to result in the winding up of the Chargor or the appointment of such an administrator.
- 2.2 Automatic crystallisation
- 2.2.1 If, without the Security Trustee's prior written consent:
- (a) The Chargor, in contravention of any Finance Document, resolves to take or takes any step to:
    - (i) charge or otherwise encumber any of its Floating Charge Assets (save for Permitted Security);
    - (ii) create a trust over any of its Floating Charge Assets;or

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

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Short particulars

(iii) dispose of any Floating Charge Asset, except by way of sale in the ordinary course of the Chargor's business or as otherwise expressly permitted by any of the Finance Documents; or

(b) any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset,

then the floating charge created by Clause 4.2 (Creation of floating charge) of the Deed shall be automatically and instantly crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset.

2.3 Future Floating Charge Assets

Except as otherwise stated in any notice given under Clause 5.1 (Crystallisation by notice) of the Deed or unless such notice relates to all its Floating Charge Assets, prospective Floating Charge Assets acquired by the Chargor after crystallisation has occurred under Clause 5.1 (Crystallisation by notice) of the Deed or 5.2 (Automatic crystallisation) of the Deed shall become subject to the floating charge created by Clause 4.2 (Creation of floating charge) of the Deed, so that the crystallisation shall be effective only as to the relevant Floating Charge Assets in existence at the date of crystallisation.

2.4 Reconversion

Any charge which has crystallised under Clause 5.1 (Crystallisation by notice) or 5.2 (Automatic crystallisation) of the Deed may, by notice in writing given at any time by the Security Trustee to the relevant Chargor, be reconverted into a floating charge in relation to the Assets specified in such notice. If any Event of Default ceases to be continuing, the Floating Charge Assets subject to any floating charge which has been converted into a fixed charge under Clause 5.1 (Crystallisation by Notice) or 5.2 (Automatic Crystallisation) of the Deed, shall immediately be released from such fixed charge and shall become subject to the floating charge created under Clause 4.2 (Creation of floating charge) of the Deed.

3. FURTHER ASSURANCE

3.1 The Chargor shall, on the Security Trustee's written demand, execute and deliver to the Security Trustee at the cost of the Chargor and in such form as the Security Trustee (acting reasonably for so long as no Event of Default is continuing) may require:

3.1.1 a legal mortgage of any Land in England and Wales as at 22 December 2009 or in the future belonging to it subject to clause 4.6 of the Deed;

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

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Short particulars

- 3.1.2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land as at 22 December 2009 or in the future belonging to it (subject to clause 4.6 of the Deed);
- 3.1.3 a legal or equitable charge (at the Security Trustee's option) over all or any of its Investment Securities and/or Derivative Rights;
- 3.1.4 a chattel mortgage over such of its chattels, plant, machinery, computers and/or other equipment as the Security Trustee may specify;
- 3.1.5 where any Asset which is material to the business of the Group (taken as a whole) is situated outside England and Wales, such fixed security under the law of the place where the Asset is situated as the Security Trustee may require; and
- 3.1.6 such other documents as the Security Trustee may in its discretion (such discretion to be exercised reasonably prior to any Event of Default) think fit further to perfect the Deed or upon enforcement of the security created by the Deed vest title to any Asset in itself or its nominee or any purchaser.
4. CONTINUING SECURITY
- The Deed shall be a continuing security for the Secured Finance Parties, notwithstanding any intermediate payment or settlement of accounts or other matter whatever and shall be in addition to and shall not prejudice or be prejudiced by any right of set-off, combination, lien, or other rights exercisable by any Secured Finance Party as banker against the Chargor or any security, guarantee, indemnity and/or negotiable instrument as at 22 December 2009 or in the future held by any Secured Finance Party.
5. NEGATIVE PLEDGE
- 5.1 Negative pledge
- 5.1.1 The Chargor shall not create or permit to subsist any Security over any of its assets save as expressly permitted by the terms of any Finance Document.
- 5.1.2 Save as expressly permitted by the terms of any Finance Document the Chargor shall not:
- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group;
  - (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

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Short particulars

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset other than Permitted Financial Indebtedness.

5.1.3 Clauses 11.1.1 and 11.1.2 of the Deed do not apply to Permitted Security.

5.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of Properties save as expressly permitted by the terms of any Finance Document.

6. INVESTMENT SECURITIES

6.1 Negative covenants

6.1.1 The Chargor covenanted with the Security Trustee that it will not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) consent to its Specified Investment Securities being consolidated, sub-divided or converted or any rights attached to them being varied.

7. POWER OF ATTORNEY

7.1 Appointment of attorney

7.1.1 The Chargor, by way of security, irrevocably appointed the Security Trustee (whether or not a Receiver or administrator has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time whilst an Event of Default is continuing and the Agent has delivered a notice to the Borrower in accordance with clause 22.21 (Acceleration) of the Facility Agreement to:

(a) execute and deliver and otherwise perfect any agreement, assurance, deed, instrument or document; and

(b) perform any other act of any description,

which may be required of the Chargor under the Deed or may be deemed by such attorney necessary or desirable for any purpose of the Deed or to constitute, enhance or perfect the Security intended to be constituted by it or to convey or transfer legal ownership of any Assets.

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

Please give the short particulars of the property mortgaged or charged.

Short particulars

7.2 Ratification

The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

7.3 Sums recoverable

All sums expended by the Security Trustee or any Receiver under Clause 17 of the Deed shall be recoverable from each relevant Chargor under Clause 23 (Costs, expenses and liabilities) of the Deed.

8. SET-OFF

A Secured Finance Party may whilst an Event of Default is continuing retain any money standing to the credit of the Chargor with such Secured Finance Party in any currency upon any account or otherwise (whether or not in the Chargor's name) as cover for any Secured Liabilities and/or at any time or times without notice to the Chargor combine or consolidate all or any of such money with all or such part of the Secured Liabilities due or owing by it as such Secured Finance Party may select and such Secured Finance Party may purchase with any such money any other currency required to effect such combination or consolidation.



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 5820919  
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 22  
DECEMBER 2009 AND CREATED BY LIGHTHOUSE  
HEALTHCARE LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO ALCENTRA  
LIMITED (THE "SECURITY TRUSTEE") UNDER THE TERMS OF  
THE AFOREMENTIONED INSTRUMENT CREATING OR  
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 5  
JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2010



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES