

MG06

Particulars of a charge subject to which property has
been acquired



224538-26

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 charge subject to
which property has been acquired

✗ **What this form is NOT for**
You cannot use this form to
submitting particulars of a
subject to which property
acquired for a company
in Scotland. To do this, please
use form MG06s



A07 05/07/2010 134
COMPANIES HOUSE

1 Company details

Company number 07009955

Company name in full Priory Elderly Care Holdings Limited (the **Transferee**)

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by "

2 Date of the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) 30/06/2009

3 Description of the instrument (if any) creating or evidencing the charge

Description ① A security agreement dated 30 June 2009 between
Wednesfield Trustee LLP and Wednesfield Trustee
(No 2) LLP (the **Chargors**) and the Security Agent
(as defined below) (the **Deed**).

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

24/06/2001

5 Amount secured

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

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

Amount secured All present and future obligations and liabilities (whether actual or
contingent and whether owed jointly or severally or in any other capacity
whatsoever) of each Obligor (as defined below) to any Finance Party (as
defined below) under each Finance Document (as defined below) to which an
Obligor (as defined below) is a party

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Mortgagee(s) or person(s) entitled to the charge

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 The Royal Bank of Scotland plc (the **Security Agent**)

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R B

Name

Address

Postcode

Name

Address

Postcode

7

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

Please see continuation sheets attached

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8

Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge.

The copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. 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)

9

Signature

Please sign the form here.

Signature

Signature

X *Allen & Overly LLP* X

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

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Presenter information

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

Contact name HD/HUGH BK14418928 11398-03404

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 (0) 203 088 2408



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 a certified copy of the deed (if any) with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument (if any)
- ☒ You have given the date of acquisition
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the 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 charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. CREATION OF SECURITY

1.1 General

The Security Agent holds the benefit of the Deed on trust for the Finance Parties

1.2 Land

(a) The Transferee has acquired the Transferred Assets from the Intermediary Transferee subject to

- (i) a first legal mortgage over all estates or interests in the Transferred Assets, and
- (ii) to the extent that they are not the subject of a mortgage under subparagraph (i) above a first fixed charge over all estates or interests in the Transferred Assets,

granted by the Chargors to the Security Agent under the Deed

(b) A reference in this subclause and subclause 2.2 of the Deed to a mortgage or charge of any freehold or leasehold property includes

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property transferred to and owned by the Transferee, and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title transferred to and of the Transferee in respect of that property or any moneys paid or payable in respect of those covenants.

2. RESTRICTIONS ON DEALINGS

The Transferee may not

- (a) create or permit to subsist any Security on any Transferred Assets, or
- (b) sell, transfer, licence, lease or otherwise dispose of any Transferred Assets

In this form MG06

Accession Letter means a document substantially in the form set out in schedule 7 (Form of Accession Letter) to the Credit Agreement

Acquisition means

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) a Major Acquisition, or</p> <p>(b) a Minor Acquisition</p> <p>Acquisition Costs means, in relation to any acquisition</p> <p>(a) the purchase price (including any deferred payments and taking into account the discharge of any liabilities in respect thereof) of any Property, entity or business being acquired including such part of such purchase price as represents VAT, but only to the extent that the person making that acquisition determines (acting reasonably and in good faith) that it will not be entitled to a credit in respect of, or repayment of, such VAT from a tax authority,</p> <p>(b) all sums required to refinance any indebtedness owed by any entity or business which is the subject of an acquisition at the time of such acquisition, and</p> <p>(c) all reasonable fees and out-of-pocket costs and expenses properly incurred including (in each case) such part of such fees, costs and expenses as represents VAT, but only to the extent that the person making that acquisition determines (acting reasonably and in good faith) that it will not be entitled to a credit in respect of or repayment of such VAT from a tax authority, and stamp duty land tax, stamp, registration and other documentary taxes and duties properly incurred in connection with the acquisition</p> <p>Acquisition Facility means the term loan facility made available under the Credit Agreement as described in paragraph (a)(iii) of clause 2 1 (The Facilities) of the Credit Agreement</p> <p>Acquisition Facility Borrower means the Company or any Additional Acquisition Facility Borrower</p> <p>Acquisition Facility Commitment means</p> <p>(a) in relation to an Original Lender, the amount set opposite its name under the heading "Acquisition Facility Commitment" in part 2 of schedule 1 (The Original Parties) of the Credit Agreement and the amount of any other Acquisition Facility Commitment transferred to it under the Credit Agreement, and</p> <p>(b) in relation to any other Lender, the amount of any Acquisition Facility Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement or increased under Clause 3 (Additional Commitments) of the Credit Agreement</p> <p>0011398-0003404 BK 14431317 2</p>	

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Short particulars	<p data-bbox="316 353 1029 387">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="480 421 1485 488">Acquisition Facility Lender means a Lender with Acquisition Facility Commitments or which has participated in an Acquisition Loan</p> <p data-bbox="480 521 1011 555">Acquisition Facility Property means any of</p> <ul data-bbox="480 589 1485 779" style="list-style-type: none"> <li data-bbox="480 589 1070 622">(a) an Initial Acquisition Facility Property, or <li data-bbox="480 656 1485 779">(b) any Property acquired after the date of the Credit Agreement as a result of a Permitted Bank Funded Property/Business Acquisition or a Permitted Equity Funded Property/Business Acquisition (including, for the avoidance of doubt, the Transferred Assets) <p data-bbox="480 813 1485 947">Acquisition Loan means any Loan drawn under the Acquisition Facility on the Closing Date or any other Loan drawn under the Acquisition Facility the purpose of which (as stated in the request) is to finance or refinance (in part or in whole) an Acquisition</p> <p data-bbox="480 981 1485 1081">Additional Acquisition Facility Borrower means a company which becomes a Borrower under the Acquisition Facility in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement</p> <p data-bbox="480 1115 1485 1182">Additional Guarantor means a company which becomes a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement</p> <p data-bbox="480 1216 1485 1283">Additional Lender has the meaning given to it in Clause 29 11 (Additional Lenders) of the Credit Agreement</p> <p data-bbox="480 1317 1485 1384">Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p data-bbox="480 1417 1485 1485">Agreement for Lease means any agreement by any Obligor to grant a Lease of all or part of its interest in any Property</p> <p data-bbox="480 1518 1485 1608">Aggregate Churn Amount means, at any time, the aggregate amount equal to the lower of, in respect of each Acquisition Facility Property which is or has been the subject of a Property Disposal</p> <ul data-bbox="480 1641 1485 1809" style="list-style-type: none"> <li data-bbox="480 1641 1485 1709">(a) the Acquisition Costs in respect of the Acquisition involving that Acquisition Property, and <li data-bbox="480 1742 1485 1809">(b) the Disposal Proceeds in respect of a Property Disposal involving that Acquisition Facility Property <p data-bbox="480 1843 1075 1877">Aggregate Major Acquisitions Threshold means</p> <p data-bbox="384 1989 710 2022">0011398-0003404 BK 14431317 2</p>	

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) £65,000,000 at any time during the period of six months after a Major Acquisition was made in accordance with the Credit Agreement where the Acquisition Costs of that Major Acquisition were higher than £25,000,000, and</p> <p>(b) at any other time, £50,000,000</p> <p>Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with clause 9 (Ancillary Facilities) of the Credit Agreement</p> <p>Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Credit Agreement</p> <p>Arranger means The Royal Bank of Scotland plc</p> <p>Borrower means the Company, a Revolving Facility Borrower or an Acquisition Facility Borrower unless it has ceased to be a Borrower in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement</p> <p>Business means any going concern business which is or is to be acquired pursuant to a Permitted Property/Business Acquisition in the care homes, psychiatric hospitals or educational sectors which owns a freehold or long leasehold property</p> <p>Closing Date means the date on which the Facilities are first utilised</p> <p>Commitment means a Facility A Commitment, Facility B Commitment, Acquisition Facility Commitment or Revolving Facility Commitment</p> <p>Company means Priory Central Services Limited (registered in England and Wales with registered number 04391278)</p> <p>Compliance Certificate means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) of the Credit Agreement</p> <p>Coombe House Property means the property specified in part 1 of schedule 14 (Property) to the Credit Agreement under the heading "Coombe House Property"</p> <p>Counterparty Accession Agreement means a letter, substantially in the form of schedule 13 (Form of Hedge Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require</p>	
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7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Coxlease Property means the property specified in part 1 of schedule 14 (Property) to the Credit Agreement under the heading "Coxlease Property"

Credit Agreement means the £58,397,000 senior term loan, senior acquisition and working capital facilities agreement dated 22 May 2009 between the Company, the Parent, the Mandated Lead Arranger, the Facility Agent, the Issuing Bank and the Security Agent

Disposal Proceeds has the meaning given to it in Clause 26 16(c) (Disposals) of the Credit Agreement

Existing Property means a real estate asset of the Group listed in Part 1 or Part 2 of Schedule 14 (Property) to the Credit Agreement

Facility means a Term Facility or the Revolving Facility

Facility A means the term loan facility made available under the Credit Agreement as described in paragraph (a)(i) of clause 2 1 (The Facilities) of the Credit Agreement

Facility A Commitment means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility A Commitment" in part 2 of schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other Facility A Commitment transferred to it under the Credit Agreement, and
- (b) in relation to any other Lender, the amount of any Facility A Commitment transferred to it under the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement

Facility Agent means The Royal Bank of Scotland plc

Facility A Loan means a loan made or to be made under Facility A or the principal amount outstanding for the time being of that loan

Facility B means the term loan facility made available under the Credit Agreement as described in paragraph (a)(ii) of clause 2 1 (The Facilities) of the Credit Agreement.

Facility B Commitment means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Facility B Commitment" in part 2 of schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other Facility B Commitment transferred to it under the Credit Agreement, and

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Credit Agreement,</p> <p>to the extent not cancelled, reduced or transferred by it under the Credit Agreement.</p> <p>Facility B Loan means a loan made or to be made under Facility B or the principal amount outstanding for the time being of that loan</p> <p>Fee Letter means</p> <p>(a) any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Parent (or the Facility Agent and the Parent or the Security Agent and the Parent) setting out any of the fees referred to in clause 16 (Fees) of the Credit Agreement, and</p> <p>(b) any agreement setting out fees payable to a Finance Party referred to in clause 16 6 (Fees payable in respect of Letters of Credit) of the Credit Agreement or clause 16 7 (Interest, commission and fees on Ancillary Facilities) of the Credit Agreement or under any other Finance Document</p> <p>Finance Document means the Credit Agreement, any Accession Letter, any Ancillary Document, the Margin Side Letter, any Lender Accession Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Mandate Letter, any Subordination Agreement, any Resignation Letter, any Counterparty Accession Agreement, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Facility Agent and the Parent</p> <p>Finance Party means the Facility Agent, the Arranger, the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender</p> <p>Garston Limited means Garston Limited as trustee of the D Wormald No 2 Trust, in its capacity as partner of the Northwood Development Partnership</p> <p>Group means the Parent and each of its Subsidiaries for the time being</p> <p>Guarantor means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement</p> <p>Hedge Counterparty means the Original Hedge Counterparty or any person which has become a party to the Credit Agreement as a Hedge Counterparty in accordance with clause 29 12 (Additional Hedge Counterparties) of the Credit Agreement</p> <p>0011398-0003404 BK 14431317 2</p>	

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Hedging Agreement means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent under clause 5.1 (Initial conditions precedent) of the Credit Agreement</p> <p>Hedging Letter means the letter between the Facility Agent and the Parent dated on or before the date of the Credit Agreement (and executed by the Parent) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers of the Term Facilities under the Credit Agreement</p> <p>Holding Company means, in relation to a company or a corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>Initial Acquisition Facility Property means</p> <ul style="list-style-type: none"> (a) the Coxlease Property, (b) the Coombe House Property; and (c) the Stoke Property <p>Intermediary Transferee means Wednesfield 3 Limited in its capacity as the transferee of the Transferred Assets from the Chargors and the transferor of the Transferred Assets to the Ultimate Transferees</p> <p>Issuing Bank means The Royal Bank of Scotland plc</p> <p>Lease means any present or future lease, underlease or sub-lease, licence, tenancy or right to occupy in each case howsoever described whether on a fixed term or periodic basis governing the use or occupation of any freehold or leasehold property or any part of it and includes any Agreement for Lease</p> <p>Lender means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (Changes to the Lenders) of the Credit Agreement, <p>which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement</p> <p>Lender Accession Agreement means an agreement, substantially in the form of schedule 12 (Form of Letter Accession Agreement) of the Credit Agreement in</p> <p>0011398-0003404 BK 14431317 2</p>

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>respect of any accession of an Additional Lender under clause 29 11 (Additional Lenders) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Parent.</p> <p>Loan means a Term Loan or a Revolving Facility Loan</p> <p>Major Acquisition means the acquisition of a Property or a Business whether by way of asset purchase or the purchase of the entire issued share capital or other ownership interests in an entity which owns (or whose Subsidiary owns) such Property or Business, where either</p> <ul style="list-style-type: none"> (a) the Acquisition Costs are equal to or more than £7,500,000, or (b) the Acquisition Costs when aggregated with <ul style="list-style-type: none"> (i) the Acquisition Costs of all other Permitted Property/Business Acquisitions made after the date of the Credit Agreement, LESS (ii) the Aggregate Churn Amount, <p>is equal to or more than the Aggregate Major Acquisitions Threshold at the time of completion of that acquisition</p> <p>Majority Acquisition Facility Lenders means an Acquisition Facility Lender or Acquisition Facility Lenders whose Commitments aggregate more than 66²/₃% of the Total Acquisition Facility Commitments (or, if the Total Acquisition Facility Commitments have been reduced to zero, aggregated more than 66²/₃% of the Total Acquisition Facility Commitments immediately prior to that reduction)</p> <p>Mandate Letter means the best efforts letter dated on or about the date of the Credit Agreement between The Royal Bank of Scotland plc (as Mandated Lead Arranger) and the Parent (for itself and as Obligor's Agent)</p> <p>Mandated Lead Arranger means The Royal Bank of Scotland plc</p> <p>Margin means</p> <ul style="list-style-type: none"> (a) subject to the terms of the Margin Side Letter, in relation to any Facility A Loan, 5 50 per cent per annum, (b) in relation to any Facility B Loan, 4 00 per cent per annum, (c) in relation to any Acquisition Loan, 3 25 per cent per annum, (d) in relation to any Revolving Facility Loan, 3 25 per cent per annum, <p>0011398-0003404 BK 14431317 2</p>	

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Short particulars

(e) in relation to any Unpaid Sum relating or referable to a Facility, the rate per annum which is applicable to that Facility, and

(f) in relation to any other Unpaid Sum, 5 50 per cent per annum

Margin Side Letter means the letter dated on or about the date of the Credit Agreement between the Company and The Royal Bank of Scotland Plc setting out certain provisions relating to the calculation of the Margin

Minor Acquisition means the acquisition of a Property or a Business whether by way of asset purchase or the purchase of the entire issued share capital or other ownership interests in an entity which owns (or whose Subsidiary owns) such Property or Business, which is not a Major Acquisition

Obligor means a Borrower or a Guarantor

Obligors' Agent means the Parent, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to clause 2 3 (Obligors' Agent)

Original Guarantor means the entities listed in part 1 of schedule 1 (The Original Parties) of the Credit Agreement as original guarantors

Original Hedge Counterparty means The Royal Bank of Scotland plc

Original Lender means The Royal Bank of Scotland plc.

Parent means Priory Holdings Company No 1 Limited (registered in the Cayman Islands with registered number MC 187000)

Party means a party to the Credit Agreement

Permitted Bank Funded Property/Business Acquisition means any Acquisition by an Acquisition Facility Borrower where the Acquisition Costs have been financed or refinanced in part by way of an Acquisition Loan and where, in respect of that Acquisition

(a) the Facility Agent has confirmed that it has received all of the documents and other evidence listed in part 3 of schedule 2 (Conditions Precedent) of the Credit Agreement, to the extent applicable,, and

(b) in respect of a Major Acquisition only

(1) where the Acquisition Costs of that Major Acquisition are equal to or less than £20,000,000, the Majority Acquisition Facility Lenders, or

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- (ii) where the Acquisition Costs of that Major Acquisition are greater than £20,000,000, the Acquisition Facility Lenders,

have given their prior consent to the completion of that Acquisition

Permitted Equity Funded Property/Business Acquisition means any Acquisition by an Obligor, the Acquisition Costs of which have not been financed (or refinanced) in part by an Acquisition Loan and where, in respect of that Acquisition,

- (a) the Facility Agent has confirmed that it has received all of the documents and other evidence listed in part 3 of schedule 2 (Conditions Precedent) of the Credit Agreement, to the extent applicable,, and
- (b) in respect of a Major Acquisition only, the Majority Acquisition Facility Lenders have given their prior consent to the completion of that Acquisition

Permitted Property/Business Acquisition means

- (a) a Permitted Equity Funded Property/Business Acquisition, or
- (b) a Permitted Bank Funded Property/Business Acquisition

Property means

- (a) each Existing Property,
- (b) each Acquisition Facility Property, and
- (c) any other present or future freehold or long leasehold property (excluding, for the avoidance of doubt, any occupational lease at a rack rent granted without a premium) in which a member of the Group has or acquires or will acquire an interest,

and, in each case, includes any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

Property Disposal means a disposal by an Obligor of a Property or its interest in an entity which owns a Property or an interest in a Property (other than the granting of a Lease)

Resignation Letter means a letter substantially in the form set out in schedule 8 (Form of Resignation Letter) of the Credit Agreement

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Revolving Facility means the revolving credit facility made available under the Credit Agreement as described in paragraph (a)(iv) of clause 2 1 (The Facilities) of the Credit Agreement

Revolving Facility Borrower means the Company or, in respect of an Ancillary Facility only, any Affiliate of the Company that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to clause 9 9 (Affiliates of Borrowers) of the Credit Agreement

Revolving Facility Commitment means

- (a) in relation to an Original Lender, the amount set opposite its name under the heading "Revolving Facility Commitment" in part 2 of schedule 1 (The Original Parties) to the Credit Agreement and the amount of any other Revolving Facility Commitment transferred to it under the Credit Agreement, and
- (b) in relation to any other Lender, the amount of any Revolving Facility Commitment transferred to it under the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement

Revolving Facility Loan means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan

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

Security Agreement means a security agreement substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require

Selection Notice means a notice substantially in the form set out in part 3 of schedule 3 (Requests) of the Credit Agreement in accordance with Clause 14 (Interest Periods) of the Credit Agreement in relation to a Term Facility

Starbury Limited means Starbury Limited as trustee of the D Wormald No 1 Trust, in its capacity as partner of the Northwood Development Partnership

Stoke Members Security Agreement means the security agreement dated on or about the date of the Credit Agreement between the Security Agent, Starbury Limited and Garston Limited.

Stoke Property means the property specified in part 1 of schedule 14 (Property) of the Credit Agreement under the heading "Stoke Property"

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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Stoke Property Security Agreement means the security agreement dated on or about the date of the Credit Agreement between the Security Agent and the Stoke Trustees, securing the legal interest in the Stoke Property</p> <p>Stoke Trustees means Stoke Trustee LLP and Stoke Trustee (No 2) LLP</p> <p>Subordination Agreement means a subordination agreement, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require</p> <p>Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>Supplemental Security Agreement means a supplemental security agreement entered into by an Obligor substantially in the agreed form, with such amendments as the Facility Agent may approve or reasonably require</p> <p>Term Facility means Facility A, Facility B or the Acquisition Facility</p> <p>Term Loan means a Facility A Loan, a Facility B Loan or an Acquisition Loan</p> <p>Third Party Security Agreement means a security agreement entered into by an entity which is not an Obligor, as chargor, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require</p> <p>Total Acquisition Facility Commitments means the aggregate of the Acquisition Facility Commitments, being £21,934,500 at the date of the Credit Agreement</p> <p>Transaction Security Document means</p> <ul style="list-style-type: none"> (a) a Security Agreement, (b) the Deed, (c) the Wednesfield Members Security Agreement; (d) the Stoke Property Security Agreement, (e) the Stoke Members Security Agreement, (f) a Supplemental Security Agreement, (g) a Third Party Security Agreement, and (h) any other document evidencing or creating security over any asset and designated as such by the Facility Agent and the Parent 	

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MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Transferred Assets means (1) the leasehold property known as the land and buildings at Nordley Road, Wednesfield WV11 1PX granted by a lease dated 30 June 2009 and made between (1) Starbury Limited as trustee of the D Wormald No 1 Trust and Garston Limited as trustee of the D Wormald Trust No 2 Limited in their capacity as the partner of Norwood Developments Partnership and (2) Wednesfield Trustee LLP and Wednesfield Trustee (No 2) LLP, and (11) all other assets of each Chargor the subject of any Security created by the Deed</p> <p>Ultimate Transferees means Wednesfield 3 Limited in its capacity as an Ultimate Transferee and the Transferee</p> <p>Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents</p> <p>Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) of the Credit Agreement</p> <p>VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature</p> <p>Wednesfield Members Security Agreement means the security agreement to be entered into in connection with the Acquisition of the Transferred Assets between the Security Agent, Starbury Limited and Garston Limited</p>	

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7009955
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT FOR ALL
MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO
ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE SECURED ON THE
PROPERTY ACQUIRED BY PRIORY ELDERLY CARE HOLDINGS
LIMITED ON THE 24 JUNE 2010 WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
5 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JULY 2010

P.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES