

# MG01

## Particulars of a mortgage or charge



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### A fee is payable with this form.

We will not accept this form unless you send the correct fee.  
Please see 'How to pay' on the last page.

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

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

FRIDAY



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22/01/2010

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COMPANIES HOUSE

### 1 Company details

Company number ☒ 0 7 1 0 2 5 4 7

Company name in full ☒ Priory New Investments No.3 Limited (the **Chargor**).

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation ☒ 13 / 01 / 2010

### 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 ☒ A security agreement dated 13 January 2010 between the Chargor, Priory  
New Investments No.2 Limited (registered number 07102440) and the  
Security Agent (as defined below) (the **Deed**).

### 4 Amount secured

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

Amount secured ☒ All present and future obligations and liabilities  
(whether actual or contingent and whether 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 is a party, except for any obligations  
which, if it were so included, would result in the  
Deed contravening Section 678 or 679 of the  
Companies Act 2006 (the **Secured Liabilities**).

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

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# MG01

## Particulars of a mortgage or charge

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

#### Continuation page

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

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

Address 280 Bishopsgate

London

Postcode E C 2 M 4 R 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

Please see the attached continuation sheets.

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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 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 Allen & Overy LLP

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 Sarah Foreman (Ref: 13129703)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 020 3088 2667



### 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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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 General</b></p> <p>(a) All the security created under the Deed:</p> <ul style="list-style-type: none"> <li>(i) is created in favour of the Security Agent;</li> <li>(ii) is created over present and future assets of the Chargor;</li> <li>(iii) is security for the payment of all the Secured Liabilities; and</li> <li>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.</li> </ul> <p>(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:</p> <ul style="list-style-type: none"> <li>(i) the Chargor must notify the Security Agent promptly;</li> <li>(ii) the Security under the Deed will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and</li> <li>(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.</li> </ul> <p>(c) The Security Agent holds the benefit of the Deed on trust for the Finance Parties.</p> <p><b>1.2 Land</b></p> <p>(a) The Chargor charges:</p> <ul style="list-style-type: none"> <li>(i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 of Schedule 1 (Security Assets) to this Form MG01 under its name under the heading <b>Real Property</b> or in a Deed of Accession to which it is a party; and</li> <li>(ii) (to the extent that they are not the subject of a mortgage under paragraph (a)(i) of subclause 2.2 (Land) of the Deed) by way of first fixed charge all estates or interests in any freehold or leasehold property,</li> </ul> <p>but in each case excluding any estates or interest in freehold or leasehold property situated in Scotland.</p>

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## Particulars of a mortgage or charge

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

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

Short particulars

(b) A reference in subclause 2.2 (Land) 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; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

#### 1.3 Investments

(a) The Chargor charges:

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; this includes the shares specified in Part 2 of Schedule 1 (Security Assets) to this Form MG01 opposite its name or in a Deed of Accession to which it is a party; and
- (ii) (to the extent that they are not the subject of a mortgage under paragraph (a)(i) of subclause 2.3 (Investments) of the Deed) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in subclause 2.3 (Investments) of the Deed to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

#### 1.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession in each case located in England and Wales.

#### 1.5 Credit balances

The Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of any blocked account referred to in clause 10.6 (Payment into a blocked account) of the Credit Agreement and the debt represented by it.

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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

#### 1.6 Insurances

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

#### 1.7 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of:

(a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in Part 3 of Schedule 1 (Security Assets) to this Form MG01 under its name under the heading **Specific Intellectual Property Rights** or in a Deed of Accession to which it is a party;

(b) any copyright or other intellectual property monopoly right; or

(c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

#### 1.8 Other contracts

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of clause 2 (Creation of Security) of the Deed; this includes the agreements (if any) specified in Part 4 of Schedule 1 (Security Assets) to this Form MG01 under its name under the heading **Relevant Contracts** or in a Deed of Accession to which it is a party.

#### 1.9 Miscellaneous

The Chargor charges by way of first fixed charge:

(a) any beneficial interest, claim or entitlement it has in any pension fund;

(b) its goodwill;

(c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

(d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) of subclause 2.9 (Miscellaneous) of the Deed; and

(e) its uncalled capital.

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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

#### 1.10 Floating charge

- (a) The Chargor charges by way of a first floating charge:
- (i) all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under clause 2 (Creation of Security) of the Deed; and
  - (ii) all its Scottish Assets.
- (b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by the Chargor under subclause 2.10 (Floating charge) of the Deed into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
- (i) an Event of Default is continuing; or
  - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by subclause 2.10 (Floating charge) of the Deed may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,
- under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by subclause 2.10 (Floating charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by subclause 2.10 (Floating charge) of the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986.
- (f) Paragraphs (b) and (d) of subclause 2.10 (Floating charge) of the Deed will not apply to any Security Assets situated in Scotland or governed by Scots law if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.



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## Particulars of a mortgage or charge

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

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

Short particulars

#### 2. RESTRICTIONS ON DEALINGS

The Chargor may not:

- (a) create or permit to subsist any Security on any Security Asset; or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Credit Agreement.

#### 3. VOTING RIGHTS

- (a) Before the Security under the Deed becomes enforceable:
  - (i) the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Security Agent) be exercised in any manner which the Chargor may direct in writing; and
  - (ii) all dividends or other income paid or payable in relation to any Investments must be paid directly to the Chargor.

The Chargor must indemnify the Security Agent against any loss liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Investments on the direction of the Chargor.

- (b) After the Security under the Deed has become enforceable, the Security Agent may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

#### In this Form MG01:

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

**Acquisition Facility** 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.

**Acquisition Facility Borrower** means the Chargor or any Additional Acquisition Facility Borrower.

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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.

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**Additional Acquisition Facility Borrower** means a company which becomes a Borrower under the Acquisition Facility in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Additional Guarantor** means a company which becomes a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Additional Lender** means any person who is not a Lender and who is to become a Lender under clause 4 (Additional Commitments) of the Credit Agreement.

**Additional Obligor** means an Additional Acquisition Facility Borrower or an Additional Guarantor.

**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.

**Ancillary Document** means each document relating to or evidencing the terms of an Ancillary Facility.

**Ancillary Facility** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement.

**Ancillary Lender** means each Lender which makes available an Ancillary Facility in accordance with clause 7 (Ancillary Facilities) of the Credit Agreement.

**Arkle Acquisition** means the acquisition of the Arkle Group on the terms of the Arkle Acquisition Agreement.

**Arkle Acquisition Agreement** means the sale and purchase agreement dated on or about the date of the Credit Agreement between Duke Street V Limited and others as sellers and the Chargor as buyer, in relation to the Arkle Acquisition.

**Arkle Group** means Affinity Healthcare Holdings Limited (CRN: 5305312) and each of its Subsidiaries for the time being.

**Arranger** means The Royal Bank of Scotland plc as mandated lead arranger.

**Borrower** means the Chargor, a Revolving Facility Borrower or an Acquisition Facility Borrower unless it has ceased to be a Borrower in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**Compliance Certificate** means a certificate substantially in the form set out in schedule 9 (Form of Compliance Certificate) to the Credit Agreement.

**Counterparty Accession Agreement** means a letter, substantially in the form of schedule 13 (Form of Hedge Counterparty Accession Agreement) to the Credit

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

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

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Agreement, with such amendments as the Facility Agent may approve or reasonably require.

**Credit Agreement** means the £35,500,000 senior facilities agreement dated on or about the date of the Deed between (among others) the Chargor and the Security Agent.

**Deed of Accession** means a deed substantially in the form of schedule 5 (Form of Deed of Accession) to the Deed.

**Event of Default** means any event or circumstance specified as such in clause 26 (Events of Default) of the Credit Agreement.

**Facility Agent** means The Royal Bank of Scotland plc as agent of the other Finance Parties.

**Fee Letter** means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and the Chargor (or the Facility Agent and the Chargor) setting out any of the fees referred to in clause 14 (Fees) of the Credit Agreement.

**Finance Document** means the Credit Agreement, any Accession 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, any Ancillary Document and any other document designated as a "Finance Document" by the Facility Agent and the Parent.

**Finance Party** means the Facility Agent, the Arranger, the Security Agent, any Ancillary Lender, a Lender or a Hedge Counterparty.

**Group** means the Parent and each of its Subsidiaries for the time being.

**Guarantor** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 28 (Changes to the Obligors) of the Credit Agreement.

**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 27.11 (Additional Hedge Counterparties) of the Credit Agreement.

**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 Acquisition Facility in accordance with the Hedging Letter delivered to the Facility Agent under clause 5.1 (Initial conditions precedent) of the Credit Agreement.

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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

**Hedging Letter** means a letter between the Facility Agent and the Chargor in the agreed form dated on or before the date of the Credit Agreement (and executed by the Chargor) describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Borrowers under the Credit Agreement.

**Holding Company** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**Investments** means:

- (a) the Shares;
- (b) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets in clause 1.1 (Definitions) of the Deed;
- (c) any dividend or interest paid or payable in relation to any of the above; and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange bonus or preference under option rights or otherwise.

**Lender** means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Credit Agreement in accordance with clause 27 (Changes to the Lenders) of the Credit Agreement,

which in each case has not ceased to be a party to the Credit Agreement in accordance with the terms of the Credit Agreement.

**Lender Accession Agreement** means an agreement, substantially in the form of schedule 12 (Form of Lender Accession Agreement) to the Credit Agreement in respect of any accession of an Additional Lender under clause 27.10 (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.

**Management Agreement** means the management services agreement and intellectual property licence entered into on or about the date of the Credit Agreement between the Chargor and PCSL.

**Mandate Letter** means the best efforts letter dated on or about the date of the Credit Agreement between, among others, The Royal Bank of Scotland plc (as mandated lead arranger), the Chargor and the Parent.

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**Obligor** means a Borrower or a Guarantor.

**Original Hedge Counterparty** means The Royal Bank of Scotland plc as counterparty to the hedging arrangements.

**Original Guarantor** means the Chargor and the Parent.

**Original Lender** means The Royal Bank of Scotland plc.

**Parent** means Priory New Investments No.2 Limited (registered in England and Wales with number 07102440).

**PCSL** means Priory Central Services Limited (registered in England and Wales with registration number 04391278).

**Receiver** means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed.

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

**Revolving Facility Borrower** means the Chargor or, in respect of an Ancillary Facility only, any Affiliate of the Chargor that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to clause 7.9 (Affiliates of Borrowers) of the Credit Agreement.

**Scottish Assets** means such of the undertaking, property and assets, present and future of the Chargor:

- (a) which is from time to time located in Scotland;
- (b) which is/are contractual and other rights (including without limitation incorporeal moveable property) which is/are governed by the laws of Scotland; and/or
- (c) where the creation and/or enforcement of any Security over such undertaking, property and assets is governed by the laws of Scotland.

**Security** means a mortgage, standard security, 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 which, for the avoidance of doubt, includes the Deed.

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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><b>Security Assets</b> means all assets of the Chargor the subject of any security created by the Deed.</p> <p><b>Selection Notice</b> means a notice substantially in the form set out in part 2 of schedule 3 (Requests) to the Credit Agreement (in accordance with clause 12 (Interest Periods) of the Credit Agreement in relation to a term loan facility.</p> <p><b>Shares</b> means the issued share capital of each company referred to in Part 2 of Schedule 1 (Security Assets) to this Form MG01 or in the schedule to a Deed of Accession.</p> <p><b>Subordination Agreement</b> means a subordination agreement, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require.</p> <p><b>Subsidiary</b> means a subsidiary within the meaning of section 1159 of the Companies Act 2006.</p> <p><b>Supplemental Security Agreement</b> 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><b>Transaction Security Document</b> means:</p> <ul style="list-style-type: none"> <li>(a) a Security Agreement;</li> <li>(b) any document evidencing or creating security over any asset and delivered to the Facility Agent in connection with the accession of the members of the Arkle Group pursuant to paragraph 2 of part 3 of schedule 2 (Conditions Precedent) to the Credit Agreement;</li> <li>(c) a Supplemental Security Agreement;</li> <li>(d) any document evidencing or creating security over any asset and delivered to the Facility Agent in connection with the accession of an Additional Obligor pursuant to part 5 of schedule 2 (Conditions Precedent) to the Credit Agreement; and</li> <li>(e) any other document evidencing or creating security over any asset and designated as such by the Facility Agent and the Parent.</li> </ul> <p><b>Utilisation Request</b> means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) to the Credit Agreement.</p> <p>In the Deed and in this Form MG01, reference to:</p>	

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

Short particulars

- (a) a **Finance Document** includes all amendments and supplements including supplements providing for further advances; and
- (b) the **Security under the Deed** means any security created by the Deed.

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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.

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**SCHEDULE 1**

**SECURITY ASSETS**

**PART 1**

**REAL PROPERTY**

<b>PROPERTY (operational entity)</b>	<b>PROPERTY (full address)</b>	<b>TENURE/TITLE NUMBER</b>	<b>OWNER</b>
None	None	None	None

**PART 2**

**SHARES**

<b>Charging company</b>	<b>Shares</b>
Priory New Investments No.2 Limited	All the issued shares in the capital of Priory New Investments No.3 Limited, being 1 Ordinary A £1 share at the date of the Deed
Priory New Investments No.3 Limited	All the issued shares in the capital of Affinity Healthcare Holdings Limited

**PART 3**

**SPECIFIC INTELLECTUAL PROPERTY**

**Trade Mark Registrations and Applications**

<b>Country</b>	<b>Trademark</b>	<b>Classes</b>	<b>Application No.</b>	<b>APP Date</b>	<b>Status</b>	<b>Reg no</b>	<b>Expiry Date</b>	<b>Proprietor</b>
None	None	None	None	None	None	None	None	None



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## Particulars of a mortgage or charge

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

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Short particulars

#### PART 4

#### RELEVANT CONTRACTS

The Management Agreement

The Arkle Acquisition Agreement

Any Hedging Agreement



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

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

**COMPANY NO. 7102547  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 13  
JANUARY 2010 AND CREATED BY PRIORY NEW INVESTMENTS  
NO.3 LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF  
SCOTLAND PLC (THE SECURITY AGENT) 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 22 JANUARY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2010

*POLCH*

THIS CERTIFICATE HAS BEEN  
AMENDED BY AN AMENDING  
CERTIFICATE DATED  
*30 JANUARY 2010.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



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

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

**COMPANY NO. 7102547  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 13  
JANUARY 2010 AND CREATED BY PRIORY NEW INVESTMENTS  
NO.3 LIMITED FOR SECURING 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 WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 JANUARY  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JANUARY  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES