

MG01

Particulars of a mortgage or charge

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26/07/2010

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COMPANIES HOUSE

MONDAY

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 Scottish company. To do this, please use form MG01s

refer to our guidance at
www.companieshouse.gov.uk

| | | |
|---|---|--|
| 1 Company details | | For official use |
| Company number | 0 1 8 3 3 3 8 5 | <p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p> |
| Company name in full | Care UK Mental Health Partnerships Limited | |
| 2 Date of creation of charge | | |
| Date of creation | d 2 1 m 0 7 y 2 0 1 0 | |
| 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 | The supplemental legal charge dated 21 July 2010 made between the Charging Companies and the Security Agent (as defined below) (the "Supplemental Legal Charge") | |
| 4 Amount secured | | |
| Please give us details of the amount secured by the mortgage or charge | | |
| Amount secured | <p>See continuation page (Section 4 - Amount Secured)</p> <p>See continuation page (Part A of Section 6 - Short particulars of all the property mortgaged or charged) for definitions</p> | |
| | | <p>Continuation page Please use a continuation page if you need to enter more details</p> |

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

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

Name ING Bank N V , London Branch (as Security Agent)

Address 60 London Wall, London

United Kingdom

Postcode E C 2 M 5 T Q

Name

Address

Postcode

Continuation page

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

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

See continuation page (Section 6 - Short particulars of all the property mortgaged or charged) for short particulars, definitions and covenants and restrictions

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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)

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Signature

Please sign the form here

Signature

Signature

X *Shearman & Sterling (London) LLP* X
on behalf of the Security Agents

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 **Karan Chopra**

Company name **Shearman & Sterling (London) LLP**

Address **Broadgate West**

9 Appold Street

Post town **London**

County/Region

Postcode **E C 2 A 2 A P**

Country **United Kingdom**

DX

Telephone **020 7655 5169**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

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Amount secured

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon

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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

PART A

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meanings

"Agent" means ING Bank N V , London Branch,

"Arrangers" means Citigroup Global Markets Limited, HSBC Bank plc, ING Bank N V , London Branch and Lloyds TSB Bank plc,

"Charging Companies" means Care UK Limited, Care UK Community Partnerships Limited, Community Health Services Limited, Lanemile Limited, Ellerash Limited, Care UK Properties Limited, Care UK Mental Health Partnerships Limited, Generis Limited, Park Villa Limited, Homebridge Limited and Haven Healthcare (Developments) Limited,

"Debt Document" means each of the debt documents specified in the Intercreditor Agreement and any other document specified as a "Debt Document" by the Security Trustee and Care UK Health & Social Care Newco Limited,

"Debtor" means each original debtor and any person which becomes party to the Intercreditor Agreement as a Debtor,

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

"Hedge Counterparty" means any Revolving Lender or affiliate of a Revolving Lender which becomes party to the Intercreditor Agreement as a Hedge Counterparty,

"Hedging Agreement" means means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement and entered into or to be entered into by any Debtor and a Hedge Counterparty for the purpose of hedging interest rates and foreign exchange risks in the ordinary course of business and not for speculative purposes,

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by the Charging Company under any Senior Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon,

"Intercreditor Agreement" means the intercreditor agreement dated 20 July 2010 between, among others, ING Bank N V , London Branch as revolving agent and security trustee, Citibank N A , London Branch as original senior secured trustee, Care UK Health & Social Care Finance Limited as subordinated creditor and Care UK Health & Social Care plc as the company,

"Issuer" means Care UK Health & Social Care plc,

"Lender" means Citibank N A , London Branch, HSBC Bank plc, ING Bank N V , London Branch, Lloyds TSB Bank plc or any bank, financial institution, trust, fund or other entity which has become a Lender pursuant to the Senior Facilities Agreement,

"Obligor" means a borrower or a guarantor under the Senior Facilities Agreement, the Issuer and a guarantor under the Senior Secured Indenture,

"Property" means the property specified in Annex 1 (*The Property*),

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>"Quasi-Security" means means an arrangement or transaction whereby an Obligor shall</p> <p>(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 an Obligor or any other member of the group,</p> <p>(b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,</p> <p>(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</p> <p>(d) enter into any other preferential arrangement having a similar effect,</p> <p>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,</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Supplemental Legal Charge,</p> <p>"Representative" means any delegate, agent, manager, administrator, nominee, attorney trustee or custodian,</p> <p>"Revolving Agent" means the Agent and any agent acting on behalf of the Revolving Lenders only pursuant to a Revolving Facility Document,</p> <p>"Revolving Facility Documents" has the meaning given to the term "Finance Documents" in the Senior Facilities Agreement and each document relating to indebtedness permitted by the Debt Documents with the same priority and payment and security ranking as the revolving facility,</p> <p>"Revolving Lender" means each Lender, issuing bank, ancillary lender, fronting ancillary lender, fronted ancillary lender and any other lenders from time to time under the Revolving Facility Documents,</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate, each of the Revolving Agents, the Arrangers and the Senior Creditors from time to time but, in the case of each Representative, Arranger, Revolving Lender or Hedge Counterparty, only if it is a party to the Intercreditor Agreement or (in the case of a Representative, a Revolving Lender or Hedge Counterparty) has acceded to the Intercreditor Agreement,</p> <p>"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,</p> <p>"Security Agent" means ING Bank N V , London Branch,</p> <p>"Security Trustee" means ING Bank N V , London Branch,</p> <p>"Senior Creditors" means the Super Senior Creditors and the Senior Secured Creditors,</p> <p>"Senior Facilities Agreement" means the senior revolving facility agreement dated 13 July 2010 between, among others, Care UK Health & Social Care Newco Limited as parent, Citigroup Global Markets Limited, HSBC Bank plc, ING Bank N V , London Branch and Lloyds TSB Bank plc as arranger and ING Bank N V as agent and security agent,</p> |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>“Senior Finance Document” means the Hedging Agreements, the Revolving Facility Documents and the Senior Secured Documents,</p> <p>“Senior Secured Creditors” means the senior secured noteholders, each additional senior secured creditor, each Hedge Counterparty to the extent that it is owed non priority hedging liabilities and each Senior Secured Trustee,</p> <p>“Senior Secured Documents” means each Senior Secured Indenture, the Senior Secured Notes, the senior secured security, the senior secured note guarantees, the Intercreditor Agreement and any Hedging Agreement to the extent that it is in respect of the non priority hedging liabilities,</p> <p>“Senior Secured Indenture” means any indenture pursuant to which the Senior Secured Notes are issued (or any guarantees therefore are given) and includes and additional senior secured debt instrument,</p> <p>“Senior Secured Notes” means the original Senior Secured Notes and any other Indebtedness incurred by Care UK Health & Social Care plc pursuant to an additional senior secured debt instrument (a) which is additional Indebtedness incurred in compliance with the Intercreditor Agreement or (b) the proceeds of which are used to refinance, in whole or in part, any prior issue of Senior Secured Notes,</p> <p>“Senior Secured Trustee” means Citibank N A , London Branch,</p> <p>“Super Senior Creditors” means (a) the Revolving Lenders and (b) the Hedge Counterparties to the extent that they are owed priority hedging liabilities, and</p> <p>“Supplemental Legal Charge” means the supplemental legal charge dated 21 July 2010 made between the Charging Companies and the Security Agent</p> |

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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

PART B

Short particulars of all property mortgaged or charged

Pursuant to Clause 2 (*Charging Clause*) of the Supplemental Legal Charge, Care UK Mental Health Partnerships Limited, as continuing security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee and by way of first legal mortgage, the Property together with all buildings and fixtures (including trade fixtures) on the Property

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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

PART C

Covenants and Restrictions

1 Pursuant to the Supplemental Legal Charge

(a) In relation to the real property charged by way of legal mortgage under the Supplemental Legal Charge situated in England and Wales, each Charging Company irrevocably consents to the Security Agent applying to the Chief Land Registrar for a restriction to be entered on the Proprietorship Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of the Supplemental Legal Charge) on the prescribed Land Registry form and in the following or substantially similar terms

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*] in favour of ING Bank N V , London Branch Limited as Security Agent referred to in the charges register "

(b) Subject to the terms of the Senior Facilities Agreement, the Lenders are under an obligation to make further advances to Obligors (which obligation is deemed to be incorporated into the Supplemental Legal Charge) and the Supplemental Legal Charge has been made for securing those further advances In relation to the real property charged by way of legal mortgage under the Supplemental Legal Charge situated in England and Wales, the Security Agent may apply to the Chief Land Registrar for a notice to be entered onto the Charges Register of the Register of Title of all that real property (including any unregistered properties subject to compulsory first registration at the date of the Supplemental Legal Charge) that there is an obligation to make further advances on the security of the registered charge

2 Pursuant to the Supplemental Legal Charge, no Charging Company shall

(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Property,

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or

(c) dispose of the equity of redemption in respect of all or any part of the Property,

except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent

3 Once all the Indebtedness has been paid in full and none of the Security Agent nor any Secured Party has any actual or contingent liability to advance further monies to, or incur liability on behalf of, any Charging Company, the Security Agent and each Secured Party shall, at the request and cost of each of the Charging Companies, take any action which may be necessary to release the Property from the security constituted by this Supplemental Legal Charge

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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

ANNEX 1

The Property

Freehold

| Address | Proprietor | Title No |
|---|--|-----------|
| Avesbury House, Off Silver Street, Edmonton, N18 1PQ | Care UK Mental Health Partnerships Limited | EGL379357 |
| Brierley Court Independent Hospital, Moston, Manchester, M9 4LA | Care UK Mental Health Partnerships Limited | GM179871 |
| Cragston Court, Blakelaw, Newcastle, NE5 3SR | Care UK Mental Health Partnerships Limited | TY343055 |
| Hillside, St Leonards on Sea, TN38 0AS | Care UK Mental Health Partnerships Limited | HT3297 |
| Woodley Hall, Brunswick Village, Newcastle, NE13 7DU | Care UK Mental Health Partnerships Limited | TY370651 |
| Yew Tree Lodge, Reading, RG1 5HX | Care UK Mental Health Partnerships Limited | BK366660 |
| Cross Keys Lodge, Eastgate, Sleaford, NG34 7DH | Care UK Mental Health Partnerships Limited | LL108713 |



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1833385
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE SUPPLEMENTAL LEGAL
CHARGE DATED 21 JULY 2010 AND CREATED BY CARE UK
MENTAL HEALTH PARTNERSHIPS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING
COMPANY OR ANY OBLIGOR TO ANY SECURED 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 26 JULY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JULY 2010



Companies House
— for the record —



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