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COMPANIES FORM No. 403a

Declaration of satisfaction in full or in part of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies
(Address overleaf)

For official use Company number

[5][][][]

03189363

Name of company

* Insert full name
of company

* Priory Hospitals Limited (the "Obligor")

I, Paul Greensmith

of Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP

† Delete as
appropriate

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrator receiver]~~ † of the above company, do

solemnly and sincerely declare that the debt for which the charge described below was given has been

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

paid or satisfied in (full) ~~(part)~~ ‡

Date and Description of charge ‡ Amendment and Restatement Deed dated 19 September 2003

Date of Registration § 9 October 2003

Name and address of ~~[charged]~~ [trustee for the debenture holders] Priory Securitisation
Holdings Limited, Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP
(the "Trustee")

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ¶ See Schedule 1. A list of the defined terms
used in the Form 403a is set out at Schedule 2.

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at Priory House, Leatherhead

Declarant to sign below

Day Month Year
on

1	2	0	9	2	0	0	5
---	---	---	---	---	---	---	---

before me

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presenter's name, address and
reference (if any):

Linklaters
One Silk Street
London
EC2Y 8HQ

A05436324

For official use
Mortgage section

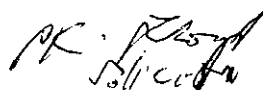
Post room



LD6
COMPANIES HOUSE

0433
16/09/05

PRIORY HOSPITALS LIMITED



Company Number: 03189363

SCHEDULE 1 TO FORM 403a

Short particulars of all the property mortgaged or charged:

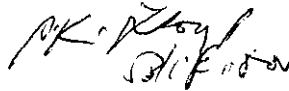
The Obligor charged all shares held in the future by the Obligor in any company that is or has at any time been:

- (a) "associated" (within the meaning of section 42 of the Finance Act 1930 or section 151 of the Finance Act 1995) with, or a member of the same group of companies for the purposes of Schedule 7 to the Finance Act 2003 as, an Obligor; or
- (b) a member of the same group of companies for the purposes of section 170 of the Taxation of Chargeable Gains Act 1992 as an Obligor;

and in relation to such shares; all dividends, interest and other monies payable in respect of such shares and all other rights, benefits and proceeds in respect of or derived from such shares (whether by way of redemption, bonus, preference, option substitution, conversion or otherwise), with full title guarantee and by way of second ranking fixed charge, in favour of the Trustee.

Further Assurance

The Agreement contains covenants for further assurance.

**SCHEDULE 2 TO FORM 403a****Definitions of capitalised words and expressions used in this Form 403a:**

In this Form 403a, the following defined terms have the meanings set out below:

"Account Bank" means The Royal Bank of Scotland plc, acting through its office at 62-63 Threadneedle Street, London EC2R 8LA, in its capacity as account bank;

"Account Bank and Cash Management Agreement" means the account bank and cash management agreement dated on or about the Closing Date and made between the Obligors, the Account Bank, the Issuer, the Cash Manager, the Borrower Security Trustee and the Note Trustee;

"Additional Obligor" means any direct or indirect subsidiary of Priory Securitisation Holdings Limited (registered number 4793915) which has become an Additional Obligor in accordance with Clause 6 (*Additional Obligors*) of the Issuer/Borrower Facility Agreement by executing and delivering an Obligor Accession Agreement and an Obligor Security Accession Deed;

"Additional Term Advance" means an advance under an Additional Term Facility, as the context may require;

"Additional Term Facility" means a Further Term Facility and/or a New Term Facility, as context may require;

"Borrowers" means Priory Securitisation Limited (registered number 03982134), Priory Securitisation Holdings Limited (registered number 4793915), Priory Healthcare Limited (registered number 01505382), Priory Education Services Limited (registered number 02838284), Blenheim Healthcare Limited (registered number 03136041), Priory Rehabilitation Services Limited (registered number 03074698), Priory Central Services Limited (registered number 04391278), Farm Place Limited (registered number 02663868), Priory Specialist Health Limited (registered number 03899044) and Farleigh Schools Limited (registered number 03225255), each of which is a private limited company incorporated in England and Wales and each of whose registered office is at Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP and the term **"Borrowers"** shall include any Obligor to which an Additional Term Advance is made;

"Borrower Security Trustee" means Citicorp Trustee Company Limited;

"Cash Manager" means Priory Central Services Limited, in its capacity as cash manager for the Obligors and the Issuer, acting through its registered office at Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP, or such other entity or entities appointed as cash manager for the Obligors and the Issuer from time to time, subject to and in accordance with the terms of the Account Bank and Cash Management Agreement;

"Closing Date" means 4 September 2003;

"Further Term Facility" means a further term facility which may be requested by any Obligor at any time by written notice to the Issuer (with a copy thereof to the Borrower Security Trustee) and the Rating Agencies ranking *pari passu* with the relevant Initial Term Facility pursuant to Clause 2.4 (*Request for an Additional Term Facility*) of the Issuer/Borrower Facility Agreement and is made available to the Obligor by the Issuer in accordance with and subject to Clause 2.5 (*Granting of an Additional Term Facility*) of the Issuer/Borrower Facility Agreement;

"Initial Term Facility" means the Term Facility granted by the Issuer to the Borrowers on the Closing Date pursuant to Clause 2.1 (*Initial Term Facilities*) of the Issuer/Borrower Facility Agreement;

"Intermediate Parent" means Priory Group Limited (registered number 04433255) whose registered office is at Priory House Randalls Way, Leatherhead, Surrey KT22 7TP;

"Issuer" means Priory Finance Company Limited, a special purpose company with limited liability incorporated in the Cayman Islands with registered number 100676 and whose registered office is at P.O. Box 309, George Town, Grand Cayman, Cayman Islands;

"Issuer/Borrower Facility Agreement" means the facility agreement dated on or about the Closing Date and made between the Obligors, the Issuer, the Cash Manager and the Borrower Security Trustee;

"New Term Facility" means a new term facility which may be requested by an Obligor at any time by written notice to the Issuer (with a copy to the Borrower Security Trustee and the Rating Agencies) pursuant to Clause 2.4 (*Request for an Additional Term Facility*) of the Issuer/Borrower Facility Agreement and made available to the Obligors by the Issuer in accordance with and subject to Clause 2.5 (*Granting of an Additional Term Facility*) of the Issuer/Borrower Facility Agreement;

"Note Trustee" means Citicorp Trustee Company Limited whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB;

"Obligors" means the Borrowers, Priory Rehabilitation Services Holdings Limited (registered number 02915765), Priory Services for Young People (IOM) Limited (registered number 101005C), The Nottingham Clinic Limited (registered number 02220967), North Hill House Limited (registered number 03968590), Highbank Private Hospital Limited (registered number 02049088), Jacques Hall Development Limited (registered number 03213815), Jacques Hall Limited (registered number 03213812), Robinson Kay House (Bury) Limited (registered number 02625256), Priory Hospitals Limited (registered number 03189363), Priory Healthcare Services Limited (registered number 02188451), Libra Health Limited (registered number 01355923), Libra Nursing Homes Limited (registered number 01004767), Ticehurst House Private Clinic Limited (registered number 00904127), Priory Healthcare Holdings Limited (registered number 03738107), Priory Specialist Health Division Limited (registered number 03893502) and where the context requires, any Additional Obligor;

"Priory" means Priory Healthcare Investments Limited (registered number 04433250) whose registered office is at Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP;

"Rating Agencies" means Fitch and S&P;

"Tax" means any present or future tax, levy, impost, duty or other charge or withholding of any nature whatsoever (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) imposed or levied by or on behalf of a Tax Authority and "Taxes", "taxation", "taxable" and comparable expressions shall be construed accordingly;

"Tax Authority" means any government, state, municipal, local, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world, including the United Kingdom Inland Revenue and H.M. Customs and Excise;

"Tax Deed of Covenant" means a deed of covenant dated on or about the Closing Date and made between, *inter alios*, Priory, the Obligors, the Issuer, the Intermediate Parent, the Note

Trustee and the Borrower Security Trustee as such may be amended or supplemented from time to time pursuant to the Tax Deed of Covenant and the Issuer/Borrower Facility Agreement; and

"Term Facility" means an Initial Term Facility, a Further Term Facility and/or a New Term Facility, as the context may require.