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COMPANIES FORM No. 395 ^{218832/286}
Particulars of a mortgage or charge

395

CHFP025

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

[8][1][1][1]

4433255

Name of company

* Priory Group Limited (the **Chargor**).

Date of creation of the charge

5 June 2009

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

A security agreement dated 5 June 2009 between, amongst others, the **Chargor** and the **Security Agent** (as defined below) (the **Deed**).

Amount secured by the mortgage or charge

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 to any Finance Party under each Finance Document to which an Obligor is a party (the **Secured Liabilities**).

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, 280 Bishopsgate, London as agent and trustee for the Finance Parties (the **Security Agent**).

Postcode EC2M 4RB

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

Allen & Overy LLP
One Bishops Square
London
E1 6AD

DDDK/KKTH 11398-03404 BK:11587603

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



LD3

12/06/2009

58

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached continuation sheets.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed Allen & Overy LLP

Date 10 June 2009

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases 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. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed:
- (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of the Deed on trust for the Finance Parties.

1.2 Contracts

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Relevant Contract to which it is a party.

2. RESTRICTIONS ON DEALINGS

No Chargor may:

- (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.

In this Form 395:

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

Acquisition means:

- (a) a Major Acquisition; or
- (b) a Minor Acquisition.

Acquisition Costs means, in relation to any acquisition:

- (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;
- (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

- (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.

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.

Acquisition Facility Borrower means the Company or any Additional Acquisition Facility Borrower.

Acquisition Facility Commitment means:

- (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
- (b) in relation to any other Lender, the amount of any Acquisition Facility Commitment transferred to it under the Credit Agreement,

to the extent not cancelled, reduced or transferred by it under the Credit Agreement or increased under clause 4 (Additional Commitments) of the Credit Agreement.

Acquisition Facility Lender means a Lender with Acquisition Facility Commitments or which has participated in an Acquisition Loan.

Acquisition Facility Property means any of:

- (a) an Initial Acquisition Facility Property; or
- (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 Wednesfield Property).

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 Utilisation Request) is to finance or refinance (in part or in whole) an Acquisition.

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.

Additional Guarantor means a company which becomes a Guarantor in accordance with clause 30 (Changes to the Obligors) of the Credit Agreement.

Additional Lender has the meaning given to it in Clause 29.11 (Additional Lenders) of the Credit Agreement.

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.

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:

- (a) the Acquisition Costs in respect of the Acquisition involving that Acquisition Facility Property; and
- (b) the Disposal Proceeds in respect of a Property Disposal involving that Acquisition Facility Property.

Aggregate Major Acquisitions Threshold means:

- (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
- (b) at any other time, £50,000,000.

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 9 (Ancillary Facilities) of the Credit Agreement

Ancillary Lender means each Lender which makes available an Ancillary Facility in accordance with clause 9 (Ancillary Facilities) of the Credit Agreement.

Arranger means The Royal Bank of Scotland plc as Mandated Lead Arranger.

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.

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.

Chargor means the Companies listed in schedule 1 of the Deed and listed in Schedule 1 to this form 395.

Closing Date means the date on which the Facilities are first utilised.

Commitment means a Facility A Commitment, Facility B Commitment, Acquisition Facility Commitment or Revolving Facility Commitment.

Company means Priory Central Services Limited registered in England and Wales with registered number 04391278.

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

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

Counterparty Accession Agreement means a letter, substantially in the form of schedule 13 (Form of Hedge Counterparty Accession Agreement) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require.

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

Credit Agreement means the senior term loan, senior acquisition and working capital facilities agreement dated 22 May 2009 between (among others) Priory Central Services Limited 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) of the Credit Agreement.

Facility means a Term Facility or the Revolving Facility.

Facility Agent means The Royal Bank of Scotland plc.

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) of 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 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) of the Credit Agreement and the amount of any other Facility B Commitment transferred to it under the Credit Agreement; and
- (b) in relation to any other Lender, the amount of any Facility B Commitment transferred to it under the Credit Agreement,

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

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.

Fee Letter means:

- (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
- (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.

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.

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

Garston Limited means Garston Limited as trustee of the D Wormald No. 2 Trust, in its capacity as partner of the Northwood Development Partnership.

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 30 (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 29.12 (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 Term Facilities in accordance with the Hedging Letter delivered to the Facility Agent under clause 5.1 (Initial conditions precedent) of the Credit Agreement.

Hedging Letter means the letter between the Facility Agent and the Parent in the agreed form 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.

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

Initial Acquisition Facility Property means:

- (a) the Coxlease Property;

- (b) the Coombe House Property; and
- (c) the Stoke Property.

Issuing bank means The Royal Bank of Scotland plc.

Lender means:

- (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,

which in each case has not ceased to be a Party 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) of the Credit Agreement in 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.

Loan means a Term Loan or a Revolving Facility Loan.

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:

- (a) the Acquisition Costs are equal to or more than £7,500,000; or
- (b) the Acquisition Costs when aggregated with:
 - (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,

is equal to or more than the Aggregate Major Acquisitions Threshold at the time of completion of that acquisition.

Majority Acquisition Facility Lenders means an Acquisition Facility Lender or Acquisition Facility Lenders whose Commitments aggregate more than $66\frac{2}{3}\%$ of the Total Acquisition Facility Commitments (or, if the Total Acquisition Facility Commitments have been reduced to zero, aggregated more than $66\frac{2}{3}\%$ of the Total Acquisition Facility Commitments immediately prior to that reduction).

Mandated Lead Arranger means The Royal Bank of Scotland plc.

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).

Margin means:

- (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;
- (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) of the Credit Agreement.

Original Guarantor means the parties listed in part 1 of schedule 1 as Original Guarantors (Original Obligors) of the Credit Agreement and listed in Schedule 2 (Original Guarantors) to this form 395.

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

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

- (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).

Relevant Contract means:

- (a) an agreement specified in schedule 2 (Relevant Contracts) of the Deed under the heading Relevant Contracts and listed in Schedule 3 to this form 395; and
- (b) any other agreement to which a Chargor is a party and which the Chargor and the Security Agent has designated a Relevant Contract.

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

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) of 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.

Security Assets means all assets of each Chargor the subject of any security created by the Deed.

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 known as the land and buildings at Ubbertley Road and the land on the north east side of Dawlish Drive, Stoke on Trent, comprised in a lease dated 24 April 2009 and made between (1) Starbury Limited as trustee of the D. Wormald No.1 Trust and Garston Limited as trustee of D. Wormald Trust No.2 Limited in their capacity as the partner of Northwood Developments Partnership and (2) Stoke Trustee LLP and Stoke Trustee (No.2) LLP.

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.

Stoke Trustees means Stoke Trustee LLP and Stoke Trustee (No. 2) LLP.

Subordination Agreement means a subordination agreement, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require.

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

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.

Term Facility means Facility A, Facility B or the Acquisition Facility.

Term Loan means a Facility A Loan, a Facility B Loan or an Acquisition Loan.

Third Party Security Agreement means a security agreement entered into by an entity which is not an Obligor, as charger, substantially in the agreed form with such amendments as the Facility Agent may approve or reasonably require.

Total Acquisition Facility Commitments means the aggregate of the Acquisition Facility Commitments, being £21,934,500 at the date of the Credit Agreement.

Transaction Security Document means:

- (a) a Security Agreement;
- (b) the Wednesfield Property Security Agreement;
- (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.

Unpaid Sum means any sum due and payable but unpaid by an Obligor under the Finance Documents.

Utilisation Request means a notice substantially in the relevant form set out in part 1 of schedule 3 (Requests) of the Credit Agreement.

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

Wednesfield Members Security Agreement means the security agreement to be entered into in connection with the Acquisition of the Wednesfield Property between the Security Agent, Starbury Limited and Garston Limited.

Wednesfield Property means the freehold property known as the land and buildings at "Former" New Crown Hotel, Nordley Road, Wednesfield WV11 1PX with registration number SF49891.

Wednesfield Property Security Agreement means the security agreement in the agreed form to be entered into in connection with the Acquisition of the Wednesfield Property between the Security Agent and the Wednesfield Trustees, securing the legal interest in the Wednesfield Property.

Wednesfield Trustees means Wednesfield Trustee LLP and Wednesfield Trustee (NO. 2) LLP

SCHEDULE 1
CHARGORS
ORIGINAL CHARGORS

Chargor	Registration number (or equivalent, if any)
Mark College Limited	05258066
Coxlease School Limited	02496463
Solutions (Ross) Limited	01935313
Autism (GB) Limited	04279530
Rossendale School Limited	05118124
Chelfham Senior School Limited	01929428
Eastwood Grange Company Limited	02489371
Priory Services for Young People (IOM) Limited	101005C
Farleigh Schools Limited	3225255
North Hill House Limited	3968590
Priory Old Schools Services Limited	02838284
Priory Old Acute Services Limited	01505382
Priory Old Forensic Services Limited	3136041
Priory Old Grange Services Limited	03074698
Blenheim Healthcare Limited	2220967
Priory Healthcare Investments Limited	4433250
Priory Group Limited	4433255
Priory Securitisation Limited	3982134
Libra Health Limited	01355923
Priory Grange (Holdings) Limited	5346419
Priory Finance Company Limited	MC – 100676
Coxlease Holdings Limited	4427783

SCHEDULE 2

THE ORIGINAL GUARANTORS

Name of Original Guarantor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
Priory Holdings Company No. 1 Limited	MC – 187000
Priory Central Services Limited	England and Wales – 4391278
Priory Bristol (Property) Limited	MC – 186997
Priory (Bourne) Limited	England and Wales – 6874958
Priory (Prestwick) Limited (formerly Priory Care Homes No 1 Limited)	England and Wales – 6715857
Priory (Ben Madigan) Limited (formerly Priory Care Homes No 2 Limited)	England and Wales – 6715859
Priory (Warrenpoint) Limited (formerly Priory Care Homes No 3 Limited)	England and Wales – 6715869
Priory Chadwick Lodge (Property) Limited	MC – 187047
Priory Coach House (Property) Limited	MC – 186995
Priory (Cockermouth) Limited	England and Wales - 06889688
Priory Condoover (Property) Limited	MC – 186971
Priory Coombe House (Property) Limited	MC – 186987
Priory Eastwood Grange (Property) Limited	MC – 187002
Priory Eden Grove (Property) Limited	MC – 188854
Priory Education Services Limited	England and Wales – 6244880
Priory Farm Place (Property) Limited	MC – 187008
Priory Guarantor Company Limited	England and Wales – 6660776
Priory Healthcare Limited	England and Wales – 6244860
Priory Hemel Grange (Property) Limited	MC – 187048
Priory Holdings Company No. 2 Limited	MC – 187004
Priory Holdings Company No. 3 Limited	MC – 187015

Name of Original Guarantor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
Priory Holdings Company No. 4 Limited	England and Wales - 6660792
Priory Hove (Property) Limited	MC – 187006
Priory (Ings Road) Limited	England and Wales - 6766727
Priory Jacques Hall (Property) Limited	MC – 187001
Priory Marchwood (Property) Limited	MC – 188857
Priory Mark College (Property) Limited	MC – 186999
Priory Nottingham (Property) Limited	MC – 187010
Priory Rehabilitation Services Limited	England and Wales – 6244877
Priory Roehampton (Property) Limited	MC – 187049
Priory Secure Services Limited	England and Wales – 6244878
Priory Sheridan House (Property) Limited	MC – 188855
Priory Sketchley Hall (Property) Limited	MC – 186994
Priory Solutions (Property) Limited	MC – 186975
Priory Sturt (Property) Limited	MC – 187003
Priory (Stoke 1) Limited	England and Wales – 6866823
Priory (Stoke 2) Limited	England and Wales – 6866827
Priory Tadley Court (Property) Limited	MC – 187045
Priory Unsted Park (Property) Limited	MC – 187016
Priory (Watton) Limited	England and Wales - 6773612
Priory (Wednesfield 1) Limited	England and Wales - 06882968
Priory (Wednesfield 2) Limited	England and Wales - 06882969
Priory Widnes (Property) Limited	MC – 186990

SCHEDULE 3

RELEVANT CONTRACTS

Chargor	Contract
1. Blenheim Healthcare Limited	A loan agreement dated 5 June 2009 and made between Blenheim Healthcare Limited and Priory Central Services Limited pursuant to which Blenheim Healthcare Limited made available an unsecured interest free sterling loan in the principal amount of £13,000 to Priory Central Services Limited for the purpose of working capital.
2. Priory Healthcare Investments Limited	A loan agreement dated 5 June 2009 and made between Priory Healthcare Investments Limited and Priory Central Services Limited pursuant to which Priory Healthcare Investments Limited made available an unsecured interest free sterling loan in the principal amount of £359,000 to Priory Central Services Limited for the purpose of working capital.
3. Priory Group Limited	A loan agreement dated 5 June 2009 and made between Priory Group Limited and Priory Central Services Limited pursuant to which Priory Group Limited made available an unsecured interest free sterling loan in the principal amount of £2,441,000 to Priory Central Services Limited for the purpose of working capital.
4. Priory Securitisation Limited	A loan agreement dated 5 June 2009 and made between Priory Securitisation Limited and Priory Central Services Limited pursuant to which Priory Securitisation Limited made available an unsecured interest free sterling loan in the principal amount of £16,287,000 to Priory Central Services Limited for the purpose of working capital.
5. Priory Securitisation Limited	A loan agreement dated 5 June 2009 and made between Priory Securitisation Limited and Priory Holdings Company No.3 Limited pursuant to which Priory Securitisation Limited made available an unsecured interest free sterling loan in the principal amount of £254,000 to Priory Holdings Company No.3 Limited for the purpose of working capital.

6. Libra Health Limited

A loan agreement dated 5 June 2009 and made between Libra Health Limited and Priory Central Services Limited pursuant to which Libra Health Limited made available an unsecured interest free sterling loan in the principal amount of £1,042,000 to Priory Central Services Limited for the purpose of working capital.
7. Priory Services for Young People (IOM) Limited

A loan agreement dated 5 June 2009 and made between Priory Services for Young People (IOM) Limited and Priory Central Services Limited pursuant to which Priory Services for Young People (IOM) Limited made available an unsecured interest free sterling loan in the principal amount of £1,397,000 to Priory Central Services Limited for the purpose of working capital.
8. Priory Finance Company Limited

A loan agreement dated 5 June 2009 and made between Priory Finance Company Limited and Priory Central Services Limited pursuant to which Priory Finance Company Limited made available an unsecured interest free sterling loan in the principal amount of £384,000 to Priory Central Services Limited for the purpose of working capital.
9. Priory Grange (Holdings) Limited

A loan agreement dated 5 June 2009 and made between Priory Grange (Holdings) Limited and Priory Central Services Limited pursuant to which Priory Grange (Holdings) Limited made available an unsecured interest free sterling loan in the principal amount of £562,000 to Priory Central Services Limited for the purpose of working capital.
10. Coxlease Holdings Limited

A loan agreement dated 5 June 2009 and made between Coxlease Holdings Limited and Priory Education Services Limited pursuant to which Coxlease Holdings Limited made available an unsecured interest free sterling loan in the principal amount of £88,000 to Priory Education Services Limited for the purpose of working capital.
11. Priory Old Grange Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Grange Services Limited and Priory Rehabilitation Services Limited pursuant to which Priory Old Grange Services Limited made available to Priory Rehabilitation Services Limited an unsecured

sterling loan in the principal amount of £7,133,777.74 for the purpose of funding the purchase of property and assets.

12. Priory Old Grange Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Grange Services Limited and Priory Education Services Limited pursuant to which Priory Old Grange Services Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £63,845.14 for the purpose of funding the purchase of property and assets.

13. Priory Old Forensic Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Forensic Services Limited and Priory Secure Services Limited pursuant to which Priory Old Forensic Services Limited made available to Priory Secure Services Limited an unsecured sterling loan in the principal amount of £34,263,156.66 for the purpose of funding the purchase of property and assets.

14. Priory Old Forensic Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Forensic Services Limited and Priory Widnes (Property) Limited pursuant to which Priory Old Forensic Services Limited made available to Priory Widnes (Property) Limited an unsecured sterling loan in the principal amount of £7,750,000 for the purpose of funding the purchase of property and assets.

15. Priory Old Acute Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Acute Services Limited and Priory Secure Services Limited pursuant to which Priory Old Acute Services Limited made available to Priory Secure Services Limited an unsecured sterling loan in the principal amount of £3,124,610.08 for the purpose of funding the purchase of property and assets.

16. Priory Old Acute Services Limited

A loan agreement dated 5 June 2009 and made between Priory Old Acute Services Limited and Priory Healthcare Limited pursuant to which Priory Old Acute Services Limited made available to Priory Healthcare Limited an unsecured sterling loan in the principal amount of £67,260,089.20 for the purpose of funding the purchase of property and assets.

17. Priory Old Acute Services Limited
- A loan agreement dated 5 June 2009 and made between Priory Old Acute Services Limited and Priory Education Services Limited pursuant to which Priory Old Acute Services Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £2,998,305.44 for the purpose of funding the purchase of property and assets.
18. Priory Old Schools Services Limited
- A loan agreement dated 5 June 2009 and made between Priory Old Schools Services Limited and Priory Education Services Limited pursuant to which Priory Old Schools Services Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £19,509,914.76 for the purpose of funding the purchase of property and assets.
19. Priory Old Schools Services Limited
- A loan agreement dated 5 June 2009 and made between Priory Old Schools Services Limited and Priory Conover (Property) Limited pursuant to which Priory Old Schools Services Limited made available to Priory Conover (Property) Limited an unsecured sterling loan in the principal amount of £11,000,000 for the purpose of funding the purchase of property and assets.
20. Priory Old Schools Services Limited
- A loan agreement dated 5 June 2009 and made between Priory Old Schools Services Limited and Priory Coombe House (Property) pursuant to which Priory Old Schools Services Limited made available to Priory Coombe House (Property) Limited an unsecured sterling loan in the principal amount of £1,500,000 for the purpose of funding the purchase of property and assets.
21. North Hill House Limited
- A loan agreement dated 5 June 2009 and made between North Hill House Limited and Priory Education Services Limited pursuant to which North Hill House Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £3,417,303.81 for the purpose of funding the purchase of property and assets.
22. Farleigh Schools Limited
- A loan agreement dated 5 June 2009 and made between Farleigh Schools Limited and Priory Education Services Limited pursuant to which

Farleigh Schools Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £9,610,342.66 for the purpose of funding the purchase of property and assets.

23. Eastwood Grange Company Limited

A loan agreement dated 5 June 2009 and made between Eastwood Grange Company Limited and Priory Education Services Limited pursuant to which Eastwood Grange Company Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £457,432.53 for the purpose of funding the purchase of property and assets.

24. Chelfham Senior School Limited

A loan agreement dated 5 June 2009 and made between Chelfham Senior School Limited and Priory Education Services Limited pursuant to which Chelfham Senior School Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £4,539,957.06 for the purpose of funding the purchase of property and assets.

25. Rossendale School Limited

A loan agreement dated 5 June 2009 and made between Rossendale School Limited and Priory Education Services Limited pursuant to which Rossendale School Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £60,817.31 for the purpose of funding the purchase of property and assets.

26. Autism (GB) Limited

A loan agreement dated 5 June 2009 and made between Autism (GB) Limited and Priory Education Services Limited pursuant to which Autism (GB) Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £2,518,443.04 for the purpose of funding the purchase of property and assets.

27. Solutions (Ross) Limited

A loan agreement dated 5 June 2009 and made between Solutions (Ross) Limited and Priory Education Services Limited pursuant to which Solutions (Ross) Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £3,513,554.89 for the purpose of funding the purchase of property and assets.

28. Priory Grange (Holdings) Limited

A loan agreement dated 5 June 2009 and made

between Priory Grange (Holdings) Limited and Priory Rehabilitation Services Limited pursuant to which Priory Grange (Holdings) Limited made available to Priory Rehabilitation Services Limited an unsecured sterling loan in the principal amount of £5,052,266.24 for the purpose of funding the purchase of property and assets.

29. Mark College Limited

A loan agreement dated 5 June 2009 and made between Mark College Limited and Priory Education Services Limited pursuant to which Mark College Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £361,118 for the purpose of funding the purchase of property and assets.

30. Coxlease School Limited

A loan agreement dated 5 June 2009 and made between Coxlease School Limited and Priory Education Services Limited pursuant to which Coxlease School Limited made available to Priory Education Services Limited an unsecured sterling loan in the principal amount of £6,568,848.95 for the purpose of funding the purchase of property and assets.

31. Coxlease School Limited

A loan agreement dated 5 June 2009 and made between Coxlease School Limited and Priory Condover (Property) Limited pursuant to which Coxlease School Limited made available to Priory Condover (Property) Limited an unsecured sterling loan in the principal amount of £1,500,000 for the purpose of funding the purchase of property and assets.

32. Coxlease Holdings Limited

A loan agreement dated 5 June 2009 and made between Coxlease Holdings Limited and Priory Condover (Property) Limited pursuant to which Coxlease Holdings Limited made available to Priory Condover (Property) Limited an unsecured sterling loan in the principal amount of £14,500,000 for the purpose of funding the purchase of property and assets.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4433255
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 5
JUNE 2009 AND CREATED BY PRIORY GROUP 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 XII OF THE
COMPANIES ACT 1985 ON THE 12 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2009



Companies House
— for the record —

P
R O



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES