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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395**Particulars of a mortgage or charge**

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)

Name of company

* Rossendale School Limited (the **Chargor**).

Date of creation of the charge

15 September, 2005

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

Security agreement dated 15 September, 2005 between, amongst others, the
Chargor and the Facility 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, except for any obligations
(including, without limiting the generality of the foregoing, all fees,
interests and costs) in respect of Term Loan A, Term Loan Commitment A,
Term Loan C and Term Loan Commitment C and any other obligation which, if
it were so included, would result in the Deed contravening Section 151 of
the Companies Act 1985 (the **Secured Liabilities**).

The term Finance Document includes all amendments and supplements
including supplements providing for further advances.

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

ABN AMRO Bank N.V., London Branch, 250 Bishopsgate, London (the **Facility
Agent**).

Postcode EC2M 4AA

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

Allen & Overy LLP
One New Change
London
EC4M 9QQ

FIP/PR BK:3207826

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

See attached continuation sheets.

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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 26 September, 2005

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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the 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) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself.
- (c) *The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.*

1.2 Land

- (a) The Chargor charges:
 - (i) by way of a first legal mortgage all the real property (if any) specified in Schedule 1 (Real Property) opposite its name; and
 - (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in all the real property (if any) specified in Schedule 1 (Real Property) opposite its name.
- (b) A reference in this Subclause to a mortgage or charge of any real 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 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or

- (ii) the Facility 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 this Subclause 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 the Insolvency Act 2000.
- (d) The floating charge created by this Subclause will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

2. RESTRICTIONS ON DEALINGS

The Chargor may not:

- (a) create or permit to subsist any Security Interest 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. INTERPRETATION

The terms used in this Companies Form 395 have the meanings set out below:

Accession Agreement means a letter, substantially in the form of schedule 7 (Form of Accession Agreement) of the Credit Agreement with such amendments as the Facility Agent and the Company may agree.

Acquisition means the acquisition by the Company of the Target Shares and the Investor Loans in accordance with the Acquisition Documents.

Acquisition Documents means:

- (a) the Sale and Purchase Agreement;
- (b) the Investor Loan Assignment Agreements; and
- (c) any other document entered into in connection with those documents.

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Credit Agreement.

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement.

Administrative Party means the Arranger, the Issuing Bank or the Facility Agent.

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

Arranger means ABN AMRO BANK N.V., London Branch.

Borrower means the Company or an Additional Borrower.

Bridgeco means Priory Health No. 1 Limited.

Closing means the date on which the Acquisition is completed under the Acquisition Documents.

Company means Priory Health No. 2 Limited.

Credit means a Loan or a Letter of Credit.

Credit Agreement means the £665,000,000 credit agreement dated 5 July 2005 (as amended and restated from time to time) between (among others) the Company and the Facility Agent.

Event of Default means an event specified as such in clause 22 (Default) of the Credit Agreement.

Facility means a credit facility made available under the Credit Agreement.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means:

- (a) the Credit Agreement;
- (b) a Security Document;
- (c) the Syndication and Mandate Letter;
- (d) a Subordination Agreement;
- (e) a Fee Letter;
- (f) a Transfer Certificate;
- (g) an Accession Agreement;
- (h) a Resignation Request;
- (i) a Hedging Document; or
- (j) any other document designated as such by the Facility Agent and the Company.

Finance Party means a Lender, an Administrative Party or a Hedging Bank.

Group means Topco and its Subsidiaries.

Guarantor means the Company, an Original Guarantor or an Additional Guarantor.

Hedging Bank means any person which becomes a party to the Credit Agreement as a Hedging Bank under clause 30.9 (Hedging Banks) of the Credit Agreement in its capacity as provider of hedging arrangements under Hedging Documents.

Hedging Documents means any ISDA master agreement and other interest hedging agreements or documents which may be entered into by a member of the Group in connection with the hedging of interest payable under the Credit Agreement.

Holding Company of any other person, means a company in respect of which that other person is a Subsidiary.

Investor means, in its or their capacity as direct or indirect shareholders of the Company, ABN AMRO Holdings (UK) Limited, ABN AMRO European Investments S.à.r.l, any of their respective Affiliates, or any fund managed by ABN AMRO Bank N.V. or any such Affiliates.

Investor Loans means the net amount of indebtedness from time to time owed from the Group (as defined in the Sale and Purchase Agreement) to the Investors (as defined in the Sale and Purchase Agreement) including all amounts of principal and accrued and unpaid interest outstanding as at Closing in respect of the Loan Stock 2012.

Investor Loans Assignment Agreements means the deeds of the assignment and novation in respect of the assignment and novation of the Investor Loans by the Investors in favour of the Company in the agreed form.

Issuing Bank means ABN AMRO BANK N.V., Amsterdam Branch.

Lender means:

- (a) the Original Lender; or
- (b) any person which becomes a Lender after the date of the Credit Agreement.

Letter of Credit means a letter of credit, substantially in the form of schedule 10 (Form of Letter of Credit) of the Credit Agreement or in any other form agreed by the Issuing Bank and the Facility Agent.

Loan means, unless otherwise stated in the Credit Agreement, the principal amount of each borrowing under the Credit Agreement or the principal amount outstanding of that borrowing.

Loan Stock 2012 means the 10 per cent. unsecured loan stock 2012 issued by Priory Healthcare Finance Co. Ltd. on 10th June 2002.

Obligor means a Borrower or a Guarantor.

Original Guarantors means Priory Health No. 1 Limited and Priory Health No. 2 Limited.

Original Lender means ABN AMRO BANK N.V., Amsterdam Branch.

Party means a party to any Finance Document.

Propco means the English law incorporated company that is (or will be) a Subsidiary of Topco and which will purchase the property portfolio of the Target Group as envisaged in the Tax Structure Memorandum.

Propco Refinancing means the entering into of documentation in respect of and funding under, a facility agreement whereby Propco will use the proceeds of the loan(s) drawn under that facility agreement to purchase the property portfolio of the Target Group, and the Obligors will use the proceeds of such purchase to refinancing in full the Facilities as set out in the Tax Structure Memorandum.

Request means a request for a Credit, substantially in the form of schedule 3 (Form of Request) of the Credit Agreement.

Resignation Request means a letter in the form of schedule 8 (Form of Resignation Request) of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree.

Sale and Purchase Agreement means the sale and purchase agreement dated on or about the Credit Agreement between, among others, the Company (as purchaser), and Priory Healthcare Investments Trustee Limited, WJB Chiltern Trust Company (Jersey) Limited and the Managers and Investors (each as defined therein) as sellers.

Security means the security created by the Deed.

Security Agreement means:

- (a) the security agreement dated 5 July 2005 between the Company and Bridgeco as chargors and the Facility Agent;
- (b) the security agreement dated 10 August 2005 between Priory Holdings Limited as chargor and the Facility Agent;
- (c) the security agreement dated 16 August 2005 between Decklamp Limited and Fanplate Limited as chargors and the Facility Agent;
- (d) the Deed;
- (e) the security agreement dated or to be dated on or about 15 September 2005 between Autism (GB) Limited, Chelfham Senior School Limited, Eastwood Grange Company Limited, Solutions (Llangarron) Limited and Solutions (Ross) Limited as chargors and the Facility Agent;
- (f) the standard security agreement dated or to be dated on or about 15 September 2005 in respect of 38 Mansionhouse Road, Glasgow between Priory Healthcare Limited as chargor and the Facility Agent; or
- (g) the standard security agreement dated or to be dated on or about 15 September 2005 in respect of 40 Mansionhouse Road, Glasgow between Priory Healthcare Limited as chargor and the Facility Agent.

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

Security Document means:

- (a) each Security Agreement; and
- (b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Security Period means the period beginning on the date of the Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Subordination Agreement means the subordination agreement entered into or to be entered into between, among others, the Facility Agent, each Obligor and certain other members of the Group on or about 15 September, 2005 or any other subordination agreement entered into by (amongst others) members of the Group and the Facility Agent subordinating the rights of creditors or members of the Group to the rights of the Finance Parties under the Finance Documents.

Subsidiary means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and **control** for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.

Syndication and Mandate Letter means the syndication and mandate letter entered into on or about the date of the Credit Agreement between, among others, the Company and the Arranger and in connection with the Credit Agreement and the Propco Refinancing.

Target means Priory Healthcare Investments Limited.

Target Group means the Target and its Subsidiaries.

Target Shares means the issued share capital of the Target.

Tax Structure Memorandum means the Project Saturn tax structure paper in relation to the Acquisition and the proposed restructuring of the Target Group dated on or about the date of the Credit Agreement and produced by PricewaterhouseCoopers .

Term Loan means a Loan under a Term Loan Facility and identified as such in its Request and when designated **A, B, C** or **Capex**, a Loan under the Term Loan Facility so designated.

Term Loan Commitment means, subject to subclause 5.4 (Post-Closing refinancings) of the Credit Agreement:

- (a) for an Original Lender, the amount set opposite its name in schedule 1 (Original Parties) of the Credit Agreement under the heading **Term Loan Commitments** and designated **A, B, C** or **Capex** and the amount of any other Term Loan Commitment, as so designated, it acquires; and
- (b) for any other Lender, the amount of any other Term Loan Commitment, as so designated, it acquires,

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

Term Loan Facility means a term loan facility made available under the Credit Agreement.

Topco means Priory Holdings Limited.

Transfer Certificate means a certificate, substantially in the form of schedule 5 (Form of Transfer Certificate) 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 Company.

SCHEDULE 1
REAL PROPERTY

PROPERTY (full address)	TENURE	TITLE NUMBER	REGISTERED PROPRIETOR/OWNER
Priory Hospital, Altrincham, Rappax Road, Altrincham, Cheshire WA15 ONX	Freehold	GM32147	Priory Healthcare Limited
Priory Hospital Bristol, Heath House Lane, off Bell Hill, Bristol BS16 1EQ	Freehold	AV204454	Priory Healthcare Limited
Priory Grange, Heath House Lane, Purdown, Bristol BS16 1EQ	Freehold	AV247767	Highbank Private Hospital Limited
Priory Hospital Chelmsford, Stumps Lane, Springfield Green, Springfield, Chelmsford, Essex CM1 7SJ	Freehold	EX448034	Priory Healthcare Limited
Farm Place, Stane Street, Ockley, near Dorking, Surrey RH5 4NG	Freehold	SY219625	Priory Healthcare Limited
25 Brighton Road, Salfords, near Redhill, Surrey RH1 6PP	Freehold	SY387946	Priory Healthcare Limited
Priory Hospital, Hayes Grove, Prestons Road, Hayes, Bromley, Kent BR2 7AS	Freehold	SGL586784	Priory Healthcare Limited
The Priory Clinic Hove, 14-18 New Church Road, Hove, East Sussex BN3 4FH	Freehold	SX141057 and ESX60984	Priory Healthcare Limited
Angus Nursing Homes, 22-24 Sackville Gardens, Hove	Freehold	SX 144006 and SX112533	Priory Healthcare Limited
Priory Hospital, Rosemary Lane, Bartle, Preston PR4 0HB	Freehold	LA789130	Priory Healthcare Limited
Priory Hospital, Hythe Road, Marchwood,	Freehold	HP274005 and HP274006	Priory Healthcare Limited

PROPERTY (full address)	TENURE	TITLE NUMBER	REGISTERED PROPRIETOR/OWNER
Southampton SO40 4WU			
Priory Hospital, Grovelands House, The Bourne, Southgate, London N14 6RA	Freehold	EGL224063 and EGL159651	Priory Healthcare Limited
Priory Clinic, Ransom Road, Nottingham NG3 5GS	Freehold	NT220908 and NT292439	Priory Healthcare Services Limited
Priory Hospital Roehampton Lane, London SW15 5JJ	Freehold	SGL172131	Priory Healthcare Limited
The Priory, Ticehurst House, Ticehurst, Wadhurst, East Sussex TN5 7HU	Freehold	ESX235200	Priory Healthcare Limited
Priory Hospital, Chobam Road, Knaphill, Woking, Surrey GU21 2QF	Freehold	SY648215 and SY638506	Priory Healthcare Limited
Woodbourne Priory, 21 Woodbourne Road, Edgbaston, Birmingham B17 8BY	99 year Leasehold expiring 29 September 2082	WM636441	Priory Healthcare Limited
Priory Hospital, Sturts Lane, Walton on the Hill, Surrey KT20 7RQ	Freehold	SY280588 and SY567305	Priory Healthcare Limited
Chadwick Lodge, Chadwick Drive, off Saxon Street, Eagleston, Milton Keynes MK6 5LS	Freehold	BM240154	Blenheim Healthcare Limited
The Priory Grange, Tottingworth Park, East Sussex TN2 8UN	Freehold	ESX89771	Priory Rehabilitation Services Limited
Hemel Grange (formerly known as Felden Croft Nursing Home) Longcroft Lane, Hemel Hempstead, Hertfordshire HP3 0BN and the adjoining paddock	Freehold	HD421701	Priory Rehabilitation Services Limited
18 Egerton Road, Bexhill-on-Sea, East	Freehold	ESX224669	Priory Rehabilitation Services Limited

PROPERTY (full address)	TENURE	TITLE NUMBER	REGISTERED PROPRIETOR/OWNER
Sussex TN39 3HH			
Highbank, The Elton Unit, Walshaw Road, Lancashire BL8 3AS	Freehold	LA155742 and GM485743	Priory Rehabilitation Services Limited
Highbank, Walmersley House, Walmersley Road, Bury, Lancashire BL9 5LX	Freehold	GM548330	Priory Rehabilitation Services Limited
Sketchley Hall, Manor Way, Sketchley Village, Burbage, Leicestershire LE10 3HT	Freehold	LT267038	Priory Rehabilitation Services Limited
Unstead Park Hospital, Munstead Heath, Godalming, Surrey GU7 1UW	Freehold	SY412405	Priory Rehabilitation Services Limited
The Vines, Innhams Wood, Crowborough, East Sussex TN6 1TE	Freehold	ESX73102	Priory Rehabilitation Services Limited
Eden Grove School, Bolton, Appleby, Cumbria CA16 6AJ	Freehold	CU113771	Priory Education Services Limited
Croft House, The Hayloft, The Barn and The Granary	Freehold	CU201844	Priory Education Services Limited
Newbury House, Charity Lane, Mells, Frome, Somerset	Freehold	ST124381	Farleigh Schools Limited
Land forming part of Newbury Farm, Newbury Farm, Mells, Frome	Freehold	WS17081	Farleigh Schools Limited
Land to the west of Newbury House, Charity Lane, Mells, Frome	Freehold	WS7057	Farleigh Schools Limited
8 and 8A Christchurch Stree, Frome	Freehold	Part of ST88577 being the land transferred by a transfer of part dated 02/09/05 between Assheton Associates and North Hill House Limited	North Hill House Limited

Rossendale School Limited (registered in England and Wales under number 5118124)

Continuation Sheet 11

PROPERTY (full address)	TENURE	TITLE NUMBER	REGISTERED PROPRIETOR/OWNER
North Hill House, North Parade, Somerset BA11 2AB	Freehold	ST105727	Farleigh Schools Limited
Four Winds, 19 Bath Road, Frome, Somerset, BA11 2JH	Freehold	WS13777	Priory Education Services Limited
Plot 19, Ashleigh Grove, Trowbridge, Wiltshire	Freehold	WT232735	Farleigh Schools Limited
Plot 20, Ashleigh Grove, Trowbridge, Wiltshire	Freehold	WT232737	Farleigh Schools Limited
Stoneleigh House, Fromefield, Frome, Somerset BA11 2HB	Freehold	WS19526	Farleigh Schools Limited
Okus House, 105 Bath Road, Swindon SN1 4AX	Freehold	WT80077	Farleigh Schools Limited
Horizon School, Blithbury, Litchfield, Staffordshire	Freehold	SF436589	SF436589 – ZR Builders (Derby) Limited
Jacques Hall Foundation, Harwich Road, Manningtree, Essex CO11 2XW	Freehold	EX494805	Priory Education Services Limited
Orchard House, Clacton Road, Weeley Heath, Essex CO16 9EF	Freehold	EX534441	Priory Education Services Limited
The Rookery, Wells Road, Radstock BA3 3RS	Freehold	ST169208	Farleigh Schools Limited
Moor Side Farm, Moor Side Lane, Shuttleworth and land on the south west of Rochdale Road, Shuttleworth	Freehold	LA488257 and LA863547 and LA786993	Rossendale School Limited
10 and 11 Sally Barn Cottages, Holme Lane, Rawtenstall BB4 6JD	Freehold	LA808004	Rossendale School Limited
The Volunteer Inn, 34 Turnpike New Church	Freehold	LA583543	Rossendale School Limited
Sheridan House School, Southborough, Thetford, Norfolk	Freehold	NK250189	Priory Education Services Limited

PROPERTY (full address)	TENURE	TITLE NUMBER	REGISTERED PROPRIETOR/OWNER
IP25 7TJ			
Condover Hall, Condover, Shrewsbury, Shropshire	Freehold	SL165532	Priory Education Services Limited
Two Acre Cottage, Condover, Shrewsbury, Shropshire	Freehold	SL161995	Priory Education Services Limited
Tadley Court, Tadley, Hampshire RG26 3TB	Freehold	HP598307	Priory Education Services Limited
Mark College, Blackford Road, Mark, Highbridge, Somerset	Freehold	ST89455 and ST118526 and ST237393 and ST105342	Mark College Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05118124

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 15th SEPTEMBER 2005 AND CREATED BY ROSSENDALE SCHOOL 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 26th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2005 .



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —