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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

* Priory Finance Property Holdings No. 2 Limited (the "Company").

Date of creation of the charge

23 December 2005

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

Security Agreement dated 23 December 2005 between (1) the Company and
Priory Finance Property Holdings No. 1 Limited (the "Chargors") and (2)
ABN AMRO Trustees Limited, (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 the Borrower (as defined below) or any Chargor to any
Finance Party (as defined below) under each Finance Document (as defined
below), (the "Secured Liabilities").

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

ABN AMRO Trustees Limited of 82 Bishopsgate London EC2N 4BN as agent and
trustee for the Finance Parties (as defined below), (the "Security Agent").

Postcode

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

Allen & Overy LLP
One New Change
London
EC4M 9QQ

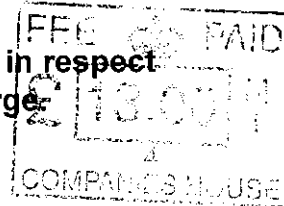
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Time critical reference



190238/26

395



For official use

Company number

5590103

Short particulars of all the property mortgaged or charged

See 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 23 December 2005

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

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

† delete as
appropriate

Notes

- 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

1.1 Security

- (a) All the security created under the Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iii) 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.
- (c) Each Chargor charges by way of first fixed charge its Membership Interest.

1.2 Assignment

- (a) Other than any assets effectively charged in clause 2.2 of the Deed, each Chargor, assigns and agrees to assign by way of security all of its present and future rights and benefits (if any) in respect of its Membership Interest and under the Members Agreement, including all moneys which at any time may be or become payable to that Chargor pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by that Chargor pursuant thereto.
- (b) To the extent that any right, title and interest described in clause 2.3(a) of the Deed is not assignable or capable of assignment, the assignment purported to be effected by clause 2.3(a) of the Deed shall only operate as an assignment of any and all proceeds, damages, compensation, remuneration, profit or income which the relevant Chargor may derive from such right, title or interest or be awarded or entitled to in respect thereof in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

1.3 Restrictions on dealings

- (a) No Chargor will:
 - (i) create or permit to subsist any Security Interest (other than the Deed) on any Security Asset; or
 - (ii) sell, transfer or otherwise dispose of any Security Asset,except as expressly allowed under the Credit Agreement.
- (b) No Chargor shall, without the prior written consent of the Security Agent or unless the security granted by the Deed by that Chargor has been released pursuant to clause 19 (Release) of the Deed, agree or otherwise permit:

- (i) any admission of new Members of the Borrower or assignment or transfer of Membership Interests (or any interest therein): or
- (ii) the termination or abandonment of the Members Agreement or winding up or dissolution of the Borrower.

1.4 Voting rights

- (a) Before the Security becomes enforceable:
 - (i) the voting rights, powers and other rights in respect of the Security Assets may only be exercised by the Chargors; and
 - (ii) all distributions of Profit paid or payable in relation to any Security Asset must be paid directly to the Chargors (to the extent permitted by the terms of the Finance Documents.
- (b) When the Security has become enforceable, the Security Agent may exercise (in the name of the Chargors and without any further consent or authority on the part of either Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise.

In this Form 395:

Accounting Year means a year ending on a Year End Date or, in the case of the year of incorporation of the Borrower, the period from the date of incorporation of the Borrower to the first Year End Date.

Additional Property means any property or properties which are accepted as alternative security under Clause 19.6 (Substitution of Properties) of the Credit Agreement.

Administrative Party means the Arranger or an Agent.

Agent(s) means either or both of the Facility Agent and/or the Security Agent, as the context may require.

Annual Accounts means the annual accounts as at the Year End Date prepared by the Borrower in accordance with clause 8.2.4 of the Members Agreement.

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

Borrower means Priory Finance Property LLP (registered number OC315650).

Counterparty means the Original Counterparty or a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement.

Counterparty Accession Agreement means a letter, substantially in the form of schedule 6 (Form of Counterparty Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Borrower may agree.

Credit Agreement means the £575,000,000 credit agreement dated 19 October 2005 between (among others) the Borrower and the Security Agent as amended and restated on 8 November 2005 as further amended by an amendment letter dated 30 November 2005 (as further amended and restated from time to time).

Duty of Care Agreement means a duty of care agreement entered into by the Managing Agent, the Borrower and the Security Agent in the agreed form.

English Security Agreement means a security agreement in relation to the Borrower's assets located in England and Wales, in favour of the Security Agent and in the agreed form.

Facility Agent means ABN AMRO Bank N.V., London Branch.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower 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) any Hedging Arrangement;
- (d) a Subordination Agreement;
- (e) a Fee Letter;
- (f) a Transfer Certificate;
- (g) a Duty of Care Agreement;
- (h) a Counterparty Accession Agreement; or
- (i) any other document designated as such by the Facility Agent and the Borrower.

Finance Party means a Lender, a Counterparty or an Administrative Party.

Hedging Arrangement means any interest hedging arrangement entered into by the Borrower in connection with interest payable under the Credit Agreement, including any collateral support agreements.

Lender means:

- (a) ABN AMRO Bank N.V., London Branch; or
- (b) any person which becomes a lender after the date of the Credit Agreement.

Liquidation Member means a bankruptcy remote special purpose vehicle acceptable to the Facility Agent as a Member.

Managing Agent means Priory Central Services Limited, a company incorporated in England with company number 04391278, or any other independent managing agent appointed by the Borrower in respect of a Property with the approval of the Lenders.

Member means a person who becomes a member of the Borrower under and in accordance with the Members Agreement.

Member Shareholders means each of Priory Health No.2 Limited, Priory Health No.1 Limited and Priory Group Limited.

Members Agreement means the agreement between each of the Original Members in respect of the Borrower dated on or prior to the date of the Credit Agreement as amended and restated on 23 December 2005.

Members Share Charge means a charge over the shares in one or more Members, entered into by the Member Shareholders, in favour of the Security Agent and in the agreed form, or, in the case of the charge to be entered into by a Liquidation Member, with such amendments as the Facility Agent may require (acting reasonably).

Membership Interest means in respect of each Chargor, all of its rights, title, interest and benefit, present and future, in and to the Members Agreement and all of its interests as a member in the Borrower (under the Limited Liability Partnership Act 2000 or other law or regulation relating to limited liability partnerships), including the right to receive payment of any amounts which may become payable to it under the Members Agreement or in respect of the Borrower and all payments received by it thereunder or in respect thereof including, without limitation, all rights to serve notices and/or make demands under the Members Agreement and/or take such steps as are required to cause payments to become due and payable under the Members Agreement or in respect of the Borrower and all rights of action in respect of any breach of the Members Agreement and all rights to receive damages or obtain relief in respect thereof, but excluding any payment of profits or distribution of assets which has been made pursuant to and in accordance with the Finance Documents.

Membership Interest Charge means a charge over one or more Members' rights under the Members Agreement, in favour of the Security Agent and in the agreed form, or, in the case of the charge to be entered into by a Liquidation Member, with such amendments as the Facility Agent may require (acting reasonably).

Opco Group means Priory Securitisation Limited (registered in England and Wales number 03982134) and its Subsidiaries from time to time and Fanplate Limited (registered in England and Wales number 05347672) and its Subsidiaries from time to time.

Original Counterparty means ABN AMRO Bank N.V., London Branch.

Original Member means a Member as at the date of the Credit Agreement, being Priory Finance Company Limited, Priory Health No.2 Limited and Priory Securitisation Holdings Limited.

Original Property means each property described fully in schedule 1 of the English Security Agreement and referred to (by address only) in Part 2 of schedule 1 (Original Parties and Properties) to the Credit Agreement.

Profit means, in respect of each Accounting Year, the revenue and capital profits as shown in the Annual Accounts.

Property means each of:

- (a) each Original Property;
- (b) any Additional Property acquired pursuant to Clause 19.6 (Substitution of Properties) of the Credit Agreement; and
- (c) the Property known as Farmfield, Farmfield Drive, Charlwood Road, Hookwood RG6 0BN (title number SY709908) and the Properties known as 38 & 40 Mansionhouse Road, Glasgow G41 3DW (title numbers GLA 120213 and GLA 108784) upon being acquired by the Borrower,

and, where the context so requires, includes the buildings on each Property but excluding any such Property that has been disposed of in accordance with Clause 19.5 (Disposals) of the Credit Agreement.

Scottish Security Agreement means a standard security in respect of any heritable property owned by the Borrower and located in Scotland governed by Scots law, in favour of the Security Agent and in the agreed form.

Security means any security created by the Deed.

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

Security Document means:

- (a) the English Security Agreement;
- (b) each Scottish Security Agreement;
- (c) each Members Share Charge;
- (d) each Membership Interest Charge;
- (e) each Supplemental Security Agreement;

- (f) any other document evidencing or creating security over any asset of the Borrower to secure any obligation of the Borrower to a Finance Party under the Finance Documents; and
- (g) any other document designated as such by the Security Agent and the Borrower.

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

Subordination Agreement means a subordination agreement entered into or to be entered into between the Borrower, the Members and certain other members of the Opco Group or any other subordination agreement entered into by (amongst others) the Borrower and the Facility Agent subordinating the rights of creditors of the Borrower 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.

Supplemental Security Agreement means a supplemental security agreement in the form of schedule 8 (Form of Supplemental Security Agreement) to the Credit Agreement with such amendments as the Security Agent may approve or reasonably require or, in the case of Additional Properties located in Scotland, a standard security governed by Scots law in form and substance satisfactory to the Security Agent.

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

Year End Date means 31 December in each year or such other date as may be determined in accordance with the provisions of the Members Agreement.

In this Form 395:

- (a) A reference to any asset, unless the context otherwise requires, includes any present and future assets.
- (b) A reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document including any amendment providing for any increase in the amount of a facility or any additional facility.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05590103

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 23rd DECEMBER 2005 AND CREATED BY PRIORY FINANCE PROPERTY HOLDINGS NO.2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM PRIORY FINANCE PROPERTY LLP OR ANY CHARGOR 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 28th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

P.J.L.