

OS MG01

019059



Particulars of a mortgage or charge by an overseas company

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge by an overseas company



What this form is NOT for

You cannot use this form for overseas company which is registered at Companies House

THURSDAY



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17/03/2011

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COMPANIES HOUSE

1

Overseas company details

Company number ①

F C 0 2 4 6 9 9

Company name in full as registered in the UK

PRIORY FINANCE COMPANY (C I) LIMITED
(the "Chargor")

For official use

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

① Please add the company number prefix (FC, SF or NF). For further information, please refer to our guidance at www.companieshouse.gov.uk

2

Date of creation of charge

Date of creation

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3

Description

Please give a description of the instrument (if any) creating or evidencing the charge e.g. 'Standard security', 'Floating charge' etc

Description

Security Accession Deed dated 4 March 2011 to a Debenture (as defined on continuation page 10 of Part 6 of this Form OS MG01) and entered into between the Chargor and the Security Agent (as defined on continuation page 17 of Part 6 of this Form OS MG01) (the "Accession Deed")

4

Amount secured

Please give us details of the amount secured by the charge

Amount secured

The Secured Obligations

(For definitions of capitalised terms used in the Form OS MG01, please see continuation pages 6 to 19 of Part 6 of this Form OS MG01)

Continuation page

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

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5**Mortgagee(s) or person(s) entitled to the charge**

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

Continuation page

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

Name

Deutsche Bank AG, London Branch as Security Agent

Address

Winchester House, 1 Great Winchester Street

London

Postcode

E C 2 N 2 D B

Name

Address

Postcode

6**Short particulars of all the property charged**

Please give the short particulars of the property charged

Continuation page

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

Short particulars

1 SECURITY

1.1 The Chargor as legal and beneficial owner has charged in favour of the Security Agent (for the benefit of itself and other Secured Parties) as a continuing security for the Secured Obligations (to the extent possible under Cayman Islands law) the following assets, both present and future, from time to time owned by it or in which it has an interest subject to Clauses 4 5, 4 6 and 4 7 of the Debenture as set out in paragraphs 1 6, 1 7 and 1 8 of this Part 6)

- (a) by way of fixed charge all Land now or at any time during the continuance of the Accession Deed belonging to the Chargor (including, but not limited to the land, if any, specified in Schedule 1 to the Accession Deed) and all goodwill and uncalled capital of the Chargor both present and future,
- (b) by way of fixed charge all Trading Receivables and Other Debts, and all rights and claims against third parties and against any security in respect of the same,
- (c) by way of fixed charge the Investments and the Shares, now or at any time during the continuance of the Accession Deed belonging to the Chargor (including, but not limited to the securities, if any, specified in Schedule 2 to the Accession Deed),
- (d) by way of fixed charge all monies standing to the credit of the Blocked Accounts,
- (e) by way of fixed charge, all rights and interest in the Hedging Agreements,

Please see continuation pages 1 to 19 of this Part 6 of this Form OS MG01 attached hereto

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it

Continuation page

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

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8 Particulars as to commission, allowance or discount

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge

In the case of a charge created outside the United Kingdom (UK) within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK

Certified copies of any other documents relevant to the charge should also be delivered

10 Signature

Please sign the form here

Signature

Signature

X

Lester + Watkins

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Peter Ho**

Company name **Latham & Watkins**

Address **99 Bishopsgate**

Post town **London**

Country/Region

Postcode

E	C	2	M		3	X	F
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Country **UK**

DX Reference No **047961-0015**

Telephone **020 7710 1000**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland:

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

Northern Ireland:

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



Further information

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

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

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars	<p>(f) by way of fixed charge, to the extent that the same can legally be charged, all the benefit of licences (statutory or otherwise) now or at any time during the continuance of the Accession Deed held in connection with the Chargor's business or the use of any of the Charged Property and the right to recover and receive all compensation which may at any time become payable to the Chargor in respect thereof,</p> <p>(g) by way of fixed charge, to the extent that the same can legally be charged, all Intellectual Property now or at any time during the continuance of the Accession Deed belonging to the Chargor (including, but not limited to the Intellectual Property, if any, specified in Schedule 3 to the Accession Deed),</p> <p>(h) if not effectively assigned by clause 2 4 of the Accession Deed (as set out in paragraphs 1 2 of this Part 6), all rights, title and interest in (and claims under) the Hedging Agreements, the Insurance Policies (other than any maintained for the benefit of persons which are not the Parent or Subsidiaries of the Parent) and the Assigned Agreements</p>
1 2	<p>The Chargor has charged in favour of the Security Agent (for the benefit of itself and other Secured Parties) as a continuing security for the Secured Obligations by way of floating charge all the undertaking, property and assets whatsoever now or at any time during the continuance of the Accession Deed belonging to the Chargor not otherwise effectively charged by way of fixed charge pursuant to clauses 2 3 (a) to (h) (inclusive) of the Accession Deed (as set out in paragraphs 1 1(a) to (h) (inclusive) of this Part 6) or assigned under Clause 2 5 of the Accession Deed (as set out in paragraph 1 3 of this Part 6)</p>
1 3	<p>As further security for the payment of the Secured Obligations, the Chargor as legal and beneficial owner has assigned absolutely (to the extent competent under Cayman Islands law) to the Security Agent all its rights, title and interest in</p> <p>(a) the Hedging Agreements,</p> <p>(b) the Insurance Policies (other than any maintained for the benefit of persons who are not the Parent or the Subsidiaries of the Parent), and</p> <p>(c) the Assigned Agreements</p>

(subject in each case to reassignment by the Security Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations) To the extent that any Hedging Agreement, Insurance Policy or Assigned Agreement described in Clause 2 5 of the Accession Deed (as set out in paragraph 1 3 of this Part 6) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement

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Please give the short particulars of the property charged

Short particulars

- 1 4 The Security Agent may, by notice to the Chargor, convert the floating charge created under the Accession Deed or Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if
- 1 4 1 an Acceleration Event has occurred, or
- 1 4 2 the Security Agent (acting reasonably) considers those assets specified in the notice 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
- 1 5 The floating charge created pursuant to clause 2 4 of the Accession Deed (as set out in paragraph 1 2 of this Part 6) shall forthwith become enforceable and shall automatically and immediately crystallise and shall become a fixed charge on all of the Charged Property (or in the case of events occurring to an asset referred to in 4 4 2 7, 4 4 2.8 or 4 4 2 9 of the Debenture (as set out in paragraphs 1 5 2 7, 1 5 2 8 and 1 5 2 9 of this Part 6), the relevant asset) referred to in clause 2 4 of the Accession Deed (as set out in paragraph 1 2 of this Part 6) then in existence without any requirement for further or any action on the part of the Security Agent
- 1 5 1 upon written notice being delivered by the Security Agent to the Chargor, or
- 1 5 2 upon the occurrence of any of the following events
- 1 5 2 1 if any act, matter or thing is done toward, or any action or proceeding is commenced or taken for the purpose of terminating the corporate existence of the Chargor whether by winding-up or otherwise,
- 1 5 2 2 if the Chargor commits any act of bankruptcy as defined in any applicable bankruptcy legislation or becomes insolvent within the meaning of such legislation,
- 1 5 2 3 if any proposal is made or any petition is filed by the Chargor under any law having for its purpose the extension of time for payment or the composition or compromise of the liabilities of the Chargor,
- 1 5 2 4 if any receiver, administrator or manager of the property, assets or undertaking of the Chargor is appointed pursuant to the terms of any trust deed, trust indenture, debenture or similar instrument or by or under any judgement or order of any court,
- 1.5 2 5 if the charges created pursuant to clauses 2 3 (a) to 2 3(h) of the Accession Deed (as set out in paragraphs 1 1(a) to 1 1(h) of this Part 6) shall become enforceable under the provision of clause 7 1 of the Debenture,
- 1 5 2 6 the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up or dissolution,

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Please give the short particulars of the property charged

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1 5 2 7 the Chargor creates, or purports to create, Security (except as permitted by the Secured Debt Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Accession Deed or Debenture,

1 5 2 8 any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or

1 5 2 9 if any other floating charge created by the Chargor crystallises over such asset for any reason

1 6 There shall be excluded from the charge created by Clauses 2 3(a) to 2 3(h) of the Accession Deed (as set out in paragraphs 1 1(a) to 1 1(h) of this Part 6), the floating charge created by Clause 2 4 of the Accession Deed (as set out in paragraph 1 2 of this Part 6), the assignment created under Clause 2 5 of the Accession Deed (as set out in paragraph 1 3 of this Part 6) and from the operation of Clause 8 (*Further Assurance*) of the Debenture as set out in paragraph 4 of this Part 6)

1 6 1 any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest,

1 6 2 any Intellectual Property in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property, and

1 6 3 any licence, contract or agreement to which the Chargor is a party which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that licence, contract or agreement,

in each case until the relevant condition or waiver has been satisfied or obtained in accordance with Clause 4 5 of the Debenture (as set out in paragraph 1 6 of this Part 6)

1 7 For all leasehold property held under a lease of more than 30 years or any Intellectual Property or contract or agreement necessary for the business of the Group where the consent of a third party is required before it can be charged referred to in Clause 4 5 of the Debenture (as set out in paragraph 1 6 of this Part 6), the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within ten Business Days of the date of the Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours for a period of three months from the date on which the relevant consent or waiver was first applied for, to obtain such consent as soon as reasonably possible and to keep the Security Agent informed of the progress of its negotiations, provided that the Chargor shall not be obliged to instigate litigation proceedings or take any equivalent action against the relevant third party

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Please give the short particulars of the property charged

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1 8 Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Security Agent under Clause 2 3 of the Accession Deed (as set out in paragraph 1.1 of this Part 6) If required by the Security Agent, at any time following receipt of that waiver or consent, the Chargor will as soon as reasonably practicable execute a valid fixed charge or legal assignment on substantially the same terms as set out in the Debenture or in such other form as the Chargor and the Security Agent may agree

2 CHARGOR COVENANTS

The Chargor has covenanted that during the Security Period it will remain the legal and the beneficial owner of the Charged Property (subject only to the Security Interests created by the Debenture) and that it will not

2 1 create, agree to create, or suffer the creation of any Security Interests (other than those created by the Debenture) or Quasi-Security on or in respect of the whole of any part of the Charged Property or any of its interest therein,

2 2 except on arm's length terms in the ordinary course of trading with respect to the assets charged under 2 4 of the Accession Deed (as set out in paragraph 1 2 of this Part 6) and subject to the fixed charges pursuant to the Debenture and the terms of the Secured Debt Documents, sell, assign, transfer or otherwise dispose of any of its interest in the Charged Property, or

2 3 dispose of the equity or redemption in respect of all or any part of the Charged Property

in any such case, except where to do so is not prohibited by any of the Secured Debt Documents or with the prior written consent of the Security Agent

3 CONTINUING SECURITY

This security constituted by the Debenture shall be a continuing security and will extend to the ultimate balance of all the Secured Obligations regardless any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing

4 FURTHER ASSURANCES

4 1 Subject to the terms of the Intercreditor Agreement, the Chargor shall promptly (at its own expense) execute and do all such assurances, acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, assignations, transfers, mortgages, standard securities, charges, pledges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) for

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- 4 1 1 perfecting, protecting or ensuring the priority of the security created by the Debenture (or intended to be created),
- 4 1 2 the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the Secured Parties provided by or pursuant to the Debenture or by law,
- 4 1 3 conferring on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture,
- 4 1 4 upon the occurrence of an Acceleration Event, facilitating the appropriation or realisation of the Charged Property or any part thereof,
- 4 1 5 exercising any power, authority or discretion vested in the Security Agent under the Debenture,
- 4 1 6 conferring on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
- 4 1 7 following the occurrence of an Acceleration Event, facilitating the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture.
- 4 2 Subject to the Agreed Security Principles, the Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Debenture

5 POWER OF ATTORNEY

The Chargor, by way of security and in order more fully to secure the performance of its obligations under the Debenture, pursuant to the Section 83 of the Companies Law (Revised) has irrevocably appointed the Security Agent and the persons deriving title under it jointly and also severally to be its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to, at any time following an Acceleration Event or if the Chargor has failed to comply with the provisions of Clauses 5 (*Dealings with Charged Property*) of the Debenture and 6 (*Preservation of Security*) of the Debenture for a period of 10 Business Days, to execute and complete in favour of the Security Agent or its nominees or of any purchaser any documents which the Security Agent may from time to time require for perfecting its title

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to or for vesting any of the assets and property charged by the Debenture or assigned in the Security Agent or its nominees or in any purchaser and to give effectual discharges for payments, to take and institute on non payment (if the Security Agent in its sole discretion so decides) all steps and proceedings in the name of the Chargor or of the Security Agent for the recovery of such moneys, property and assets charged by the Debenture and to agree accounts and make allowances and give time or other indulgence to any surety or other person liable and otherwise generally for it and in its name and on its behalf and as its act and deed or otherwise to execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets charged by the Debenture, and all such deeds, instruments, acts and things (including, without limitation, those referred to in clause 8 of the Debenture (as set out in paragraph 4 of this Part 6)) which may be required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid The power conferred by the Debenture shall be a general power of attorney and the Chargor has ratified and confirmed and agreed to ratify and confirm any instrument, act or thing which any such attorney may execute or do In relation to the power referred to in the Debenture, the exercise by the Security Agent of such power shall be conclusive evidence of its right to exercise the same

DEFINITIONS

Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form OS MG01 (including these continuation pages of this Form OS MG01) shall have the following meanings

“Acceleration Event” a Credit Facility Acceleration Event, a Senior Secured Notes Acceleration Event, a Senior Unsecured Notes Acceleration Event or a Pari Passu Debt Acceleration Event

“Acquisition Documents” has the meaning given to it in the RCF Facility Agreement

“Additional Liabilities” means, in relation to any Liability, any money, debt or liability due, owing or incurred under or in connection with

- (a) any refinancing, deferral or extension of such Liability,
- (b) any further advance which may be made under any document, agreement or instrument supplemental to any original finance document under or in connection with which such Liability was incurred or created together with any related interest, fees and costs,
- (c) any claim for damages or restitution in the event of rescission of such Liability or otherwise in connection with any relevant agreement, deed, document or instrument relating to such Liability,
- (d) any claim against any Debtor or Intra-Group Borrower flowing from any recovery by a Debtor or Intra-Group Borrower or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of such Liability on the grounds of preference or otherwise, and

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Short particulars	<p>(e) any amount (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</p> <p>“Affiliate” means, in relation to any person, a Subsidiary of that person or a Holding Company (as defined in the Intercreditor Agreement) of that person or any other Subsidiary of that Holding Company, provided that in relation to The Royal Bank of Scotland plc, the term “Affiliate” shall include The Royal Bank of Scotland N V and each of its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006), but shall not include</p> <p>(a) The UK government or any member of instrumentality thereof, including Her Majesty’s Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof), or</p> <p>(b) any persons controlled by or under common control with the UK government or any member or instrumentality thereof (including Her Majesty’s Treasury and UK Financial Investments Limited) and which are not part of The Royal Bank of Scotland Group plc and its Subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006)</p> <p>“Agreed Security Principles” refers to the principles set out in Schedule 14 (<i>Agreed Security Principles</i>) to the RCF Facility Agreement</p> <p>“Ancillary Facility” means:</p> <p>(a) on or prior to the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (<i>Ancillary Facilities</i>) of the RCF Facility Agreement, and</p> <p>(b) following the RCF Discharge Date, any ancillary facility made available by an Ancillary Lender under and in accordance with the Credit Facility Documents</p> <p>“Ancillary Lender” means</p> <p>(a) on or prior to the RCF Discharge Date, each RCF Lender (or Affiliate of a RCF Lender) which makes an Ancillary Facility available pursuant to the terms of the RCF Facility Agreement, and</p> <p>(b) following the RCF Discharge Date, each Credit Facility Lender (or Affiliate of a Credit Facility Lender) which makes an Ancillary Facility available pursuant to the terms of the Credit Facility Documents,</p>	

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Short particulars	<p>“Arrangers” means an Arranger under and as defined in the RCF Facility Agreement and any other person who becomes a party to the Intercreditor Agreement as an Arranger pursuant to Clause 20 (Changes to the Parties) of the Intercreditor Agreement</p> <p>“Assigned Agreements” means</p> <ul style="list-style-type: none"> (a) the Acquisition Documents, (b) the Material Contracts, (c) the Intra-Group Debt Documents, and (d) any other agreement designated as an Assigned Agreement by the Parent and the Security Agent <p>“Blocked Accounts” means each Mandatory Prepayment Account (as defined in any Credit Facility) and any other account which the Chargor specifies to be a Blocked Account in Part B of Schedule 4 (Bank Accounts) to the Accession Deed or which the Chargor and the Security Agent agree will be designated as a Blocked Account.</p> <p>“Business Days” means a day (other than a Saturday or Sunday) on which banks are open for general business in London and</p> <ul style="list-style-type: none"> (a) (in relation to any date for payment or purchase of a currency other than Euro) the principal financial centre of the country of that currency, or (b) (in relation to any date for payment or purchase of Euro) which is a TARGET Day <p>“Charged Property” means all of the property and assets charged under the Debenture in favour of the Security Agent and all other property and assets which are or are required to be charged in favour of the Security Agent under the Debenture</p> <p>“Credit Facility” means</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Facility Agreement, and (b) after the RCF Discharge Date, any credit facility that meets the requirements of a “Credit Facility” under and as defined in the Senior Secured Notes Documents which is entitled, under the terms of the Senior Secured Notes Documents and (if applicable) the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Credit Facility Lenders as provided for in the 	

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Intercreditor Agreement, and in respect of which the creditors, facility agent and arrangers have acceded to the Intercreditor Agreement in accordance with Clause 20 2 (New Credit Facility Lenders and Creditor Representatives) of the Intercreditor Agreement and which is permitted by the terms of the Senior Secured Notes Documents to rank senior to the Senior Secured Notes Liabilities with respect to the proceeds of any Enforcement of the Transaction Security

“Credit Facility Acceleration Event” means

- (a) on or prior to the RCF Discharge Date, the RCF Agent exercising any of its rights under clause 28 19 (*Acceleration*) of the RCF Facility Agreement but including, without limitation, the making of a demand in respect of any amounts placed on demand, and
- (b) after the RCF Discharge Date, if applicable, the Creditor Representative in relation to any Credit Facility exercising any of its rights (other than a right to place amounts on demand but including, without limitation, the making of a demand in respect of any amounts placed on demand) under any acceleration provision(s) of the Credit Facility Documents

“Credit Facility Documents” means

- (a) on or prior to the RCF Discharge Date, each “Finance Document” under, and as defined in, the RCF Facility Agreement, and
- (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Group and a Finance Party setting out the terms of any loan, credit or debt facility or securities which creates or evidences any Credit Facility

“Credit Facility Lender Liabilities” means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the Credit Facility Documents, together with any related Additional Liabilities

“Credit Facility Lenders” means

- (a) on or prior to the RCF Discharge Date, the RCF Lenders, and

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6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>(b) after the RCF Discharge Date, each Lender (under and as defined in the Credit Facility Documents), Issuing Bank and Ancillary Lender</p> <p>“Creditor/Creditor Representative Accession Undertaking” means</p> <p>(a) an undertaking substantially in the form set out in Schedule 3 (Form of Creditor/Creditor Representative Accession Undertaking) to the Intercreditor Agreement,</p> <p>(b) a Transfer Certificate or an Assignment Agreement (each as defined in the RCF Agreement or other Credit Facility Document) as the context may require, or</p> <p>(c) in the case of an acceding Debtor which is expressed to accede as an Intra-Group Lender in the relevant Debtor Accession Deed (as defined in the Intercreditor Agreement), that Debtor Accession Deed</p> <p>“Creditor Representative” means</p> <p>(a) in relation to the RCF Lenders, the RCF Agent,</p> <p>(b) in relation to the Credit Facility Lenders under any other Credit Facility, the facility agent in respect of that Credit Facility,</p> <p>(c) in relation to the Senior Secured Noteholders, the Senior Secured Notes Trustee,</p> <p>(d) in relation to the Senior Unsecured Noteholders, the Senior Unsecured Notes Trustee,</p> <p>(e) in relation to any Pari Passu Creditors, the Pari Passu Debt Representative, and</p> <p>(f) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative</p> <p>“Creditors” means the Primary Creditors, the Shareholder Creditors and the Intra-Group Lenders</p> <p>“Debenture” means a debenture dated 4 March 2011 between, amongst others, Priory Investments Holdings Limited and the Security Agent</p> <p>“Debt Documents” means each of the Intercreditor Agreement, the RCF Finance Documents, the Credit Facility Documents, the Senior Secured Notes Documents, the Senior Unsecured Notes Documents, the Pari Passu Debt Documents, the Hedging Agreements, the Transaction Security Documents, the Shareholder Debt Documents, the Intra Group Debt Documents and any other document designated as such by the Security Agent and the Parent (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement)</p>

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Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

“Debtor” means each

- (a) Original Debtor (which, for the avoidance of doubt, includes, without limitation, each Borrower and Guarantor under the RCF Facility Agreement from time to time (as those terms are defined therein)), and
- (b) any person which becomes a Party as a Debtor in accordance with the terms of Clause 20 (Changes to the Parties) of the Intercreditor Agreement

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

“Distress Event” means any of

- (a) a Secured Debt Acceleration Event (as defined in the Intercreditor Agreement), or
- (b) the enforcement of any Transaction Security

“Distressed Disposal” means a disposal of an asset subject to the Transaction Security of a member of the Group which is

- (a) being effected at the request of the Instructing Group (as defined in the Intercreditor Agreement) in circumstances where the Transaction Security has become enforceable,
- (b) being effected by enforcement of the Transaction Security, or
- (c) being effected, after the occurrence of a Distress Event, by a Debtor to a person or persons which is not a member of the Group,

“Enforcement” means the enforcement of the Transaction Security, the requesting of a Distressed Disposal and/or the release of claims and/or Transaction Security on a Distressed Disposal under Clause 15 2 (Distressed Disposals) of the Intercreditor Agreement, the giving of instructions as to actions in respect of any Transaction Security following an Insolvency Event under Clause 11 7 (Security Agent Instructions) of the Intercreditor Agreement and the taking of any other actions consequential on (or necessary to effect) the enforcement of the Transaction Security

“Facilities” means the facilities under the Secured Debt Documents

“Finance Party” means

- (a) on or prior to the RCF Discharge Date, any RCF Finance Party, and

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>(b) after the RCF Discharge Date, has the meaning given to the term "Finance Party" in the relevant Credit Facility Documents</p> <p>"Group" means the Parent and each of its Restricted Subsidiaries for the time being</p> <p>"Hedge Counterparty" means any New Hedge Counterparty which has not ceased to be a Hedge Counterparty in accordance with the Intercreditor Agreement (where each such term not defined herein, shall have the meaning given to it in the Intercreditor Agreement)</p> <p>"Hedging Agreements" means any master agreement together with schedule and confirmation or any other agreement entered into or to be entered into between a Debtor and a Hedge Counterparty, in each case, for the purposes of hedging that at the time such Hedging Agreement is entered into is permitted under the terms of the Credit Facility Documents and not prohibited under the terms of the Senior Secured Notes Documents, to share in the Transaction Security</p> <p>"Hedging Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred from time to time by any Debtor to any Hedge Counterparty under or in connection with any Hedging Agreement, together with any related Additional Liabilities</p> <p>"Insolvency Event" means, in relation to any Debtor</p> <ul style="list-style-type: none"> (a) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of that Debtor, a moratorium is declared in relation to any indebtedness of that Debtor or an administrator is appointed to that Debtor, (b) any composition, compromise, assignment or arrangement is made with any of its creditors, (c) the appointment of any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of that Debtor or any of its assets, or (d) enforcement of any Security (as defined in the Intercreditor Agreement) over any assets of that Debtor, <p>or any analogous procedure or step is taken in any jurisdiction</p> <p>"Insurance Policies" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 5 (Insurance Policies) to the Accession Deed</p> <p>"Intellectual Property" means any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the</p>

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>intellectual property, if any, specified in Schedule 3 (Intellectual Property) to the Accession Deed</p> <p>“Intercreditor Agreement” means the Intercreditor Agreement dated 3 February, 2011 and entered into between, amongst others, Crown Newco 3 Plc, The Royal Bank of Scotland Plc as RCF Agent, Deutsche Trustee Company Limited as Senior Secured Notes Trustee and Senior Unsecured Notes Trustee and Deutsche Bank AG, London Branch as Security Agent</p> <p>“Intra-Group Borrowers” means each member of the Group who has had loans or credit made available to it by an Intra-Group Lender and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (Changes to the Parties) of the Intercreditor Agreement, which has not ceased to be an Intra-Group Borrower in accordance with the Intercreditor Agreement</p> <p>“Intra-Group Debt Documents” means all documents, agreements and instruments evidencing any Intra-Group Liabilities</p> <p>“Intra-Group Lenders” means</p> <ul style="list-style-type: none"> (a) each Original Intra-Group Lender; and (b) each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 20 (Changes to the Parties) of the Intercreditor Agreement, <p>which in each case has not ceased to be an Intra-Group Lender in accordance with the Intercreditor Agreement</p> <p>“Intra-Group Liabilities” means the Liabilities owed by any member of the Group to any of the Intra-Group Lenders, together with any related Additional Liabilities</p> <p>“Investments” means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 2 (Shares and Investments) to the Accession Deed, as specified in any relevant Security Accession Deed but excluding any shares in Priory Elderly Care Holdings Limited or any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment held by the Chargor in any entity not incorporated or otherwise located in the Cayman Islands</p> <p>“Issuing Bank” has the meaning given to the term “Issuing Bank” in</p> <ul style="list-style-type: none"> (a) on or prior to the RCF Discharge Date, the RCF Facility Agreement, and

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Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

(b) after the RCF Discharge Date, if applicable, the relevant Credit Facility Documents.

“Land” means freehold and leasehold land not situated in the Cayman Islands, and buildings and erections and, where the context permits, all plant, machinery, fixtures (including trade and tenant fixtures) fittings and other equipment and effects from time to time thereon or on part thereof

“Liability” means all present and future moneys, debts, liabilities and obligations due at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity, together with any related Additional Liabilities

“Material Contracts” means any contract specified as a Material Contract in any Security Accession Deed or as otherwise designated as a Material Contract by the Chargor and the Security Agent

“Original Debtor” means the companies named in Part 5 of Schedule 1 to the Intercreditor Agreement

“Original Intra-Group Lender” mean the companies listed in Part 1 of Schedule 1 (The Parties) to the Intercreditor Agreement as intra-group lenders

“Original Shareholder Creditor” means the persons listed in Part 2 of Schedule 1 (The Parties) to the Intercreditor Agreement

“Other Debts” means all debts and monetary claims (other than Trading Receivables)

“Parent” means Crown Newco 3 plc

“Pari Passu Creditors” means the lenders or other creditors in respect of any Pari Passu Debt and the Pari Passu Debt Representative(s)

“Pari Passu Debt” means the Liabilities (that are not subordinated in right of payment to any Super Senior Liabilities or Senior Secured Notes Liabilities) owed by the Debtors in respect of any loan, credit or debt facility, notes, indenture or security which are permitted, under the terms of the Senior Secured Notes Documents and the Credit Facility Documents, to share in the Transaction Security with the rights and obligations of Pari Passu Creditors as provided for in the Intercreditor Agreement, provided that the Pari Passu Creditors (or a trustee on their behalf) have acceded to the Intercreditor Agreement in accordance with Clause 20 4 (Change of Senior Creditor) of the Intercreditor Agreement (excluding, for the avoidance of doubt, Credit Facility Lender Liabilities and Senior Secured Notes Liabilities), together with any related Additional Liabilities

“Pari Passu Debt Acceleration Event” means the Creditor Representative in relation to any Pari Passu Debt (or any of the other Pari Passu Creditors) exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under the Pari Passu Debt Documents

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
Short particulars	<p>Please give the short particulars of the property charged</p> <p>“Pari Passu Debt Documents” means each document or instrument entered into between any members of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or debt facility, notes, indenture or security which creates or evidences any Pari Passu Debt</p> <p>“Pari Passu Debt Representative” means the creditor representative for the Pari Passu Creditors which has acceded to the Intercreditor Agreement as a Creditor Representative of those parties</p> <p>“Party” means a party to the Intercreditor Agreement</p> <p>“Primary Creditors” means the Super Senior Creditors, the Senior Secured Notes Creditors, the Senior Unsecured Notes Creditors and the Pari Passu Creditors</p> <p>“Quasi-Security” means a transaction in which a Chargor</p> <ul style="list-style-type: none"> (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group, (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms, (c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enters into any other preferential arrangement having a similar effect, <p>in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in any Credit Facility) or of financing the acquisition of an asset</p> <p>“RCF Agent” means the facility agent under the RCF Facility Agreement</p> <p>“RCF Discharge Date” means the date on which all RCF Liabilities have been fully and finally discharged to the satisfaction of the RCF Agent, whether or not as the result of an enforcement, and the RCF Finance Parties are under no further obligation to provide financial accommodation to any of the Debtors under the Debt Documents</p> <p>“RCF Facility Agreement” means the facility agreement comprising a £70,000,000 revolving credit facility (with an uncommitted additional £30,000,000 facility) made between the Obligors (as defined therein), the RCF Finance Parties and others dated on or about the date of the Intercreditor Agreement</p> <p>“RCF Finance Documents” has the meaning given to the term “Finance Document” in the RCF Facility Agreement, but excluding the Hedging Agreements</p> <p>“RCF Finance Parties” means each “Finance Party” referred to in the RCF Facility Agreement, other than the Hedge Counterparties</p>

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Particulars of a mortgage or charge by an overseas company

6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"RCF Lenders" means each "Lender" referred to in the RCF Facility Agreement

"RCF Liabilities" means the Liabilities owed by the Debtors to the RCF Finance Parties under the RCF Finance Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities).

"Receiver" means a receiver or receiver and manager or administrative receiver or other similar officer of the whole or any part of the Charged Property

"Restricted Group" means the Parent and each Restricted Subsidiary

"Restricted Subsidiary" has the meaning given to such term in the RCF Facility Agreement or, following the RCF Discharge Date, in the Senior Secured Notes Indenture

"Secured Debt Documents" means the RCF Finance Documents, the Credit Facility Documents, the Hedging Agreements, the Senior Secured Notes Documents and the Pari Passu Debt Documents

"Secured Obligations" means all present and future monies, debts, liabilities and obligations due at any time of any member of the Group to any Creditor both actual and contingent and whether incurred solely or jointly with any other person or in any other capacity), including without limitation any amounts (such as post-insolvency interest) that would be included in any thereof but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings, under

- (a) the RCF Finance Documents,
- (b) the Hedging Agreements,
- (c) the Senior Secured Notes Documents,
- (d) the Pari Passu Debt Documents,
- (e) the Credit Facility Documents other than the RCF Finance Documents, and
- (f) any Additional Liabilities in respect of any Secured Debt Documents,

provided that (d), (e) and (f) above shall only constitute "Secured Obligations" to the extent that the Security Agent has agreed in writing with the Parent to act as security trustee in respect of them

"Secured Parties" means the Super Senior Creditors, the Senior Secured Notes Creditors, the Pari Passu Creditors, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of a Senior Secured Notes Trustee, Arranger, Super Senior Creditor or Pari Passu Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20.13 (Creditor/Creditor Representative Accession Undertaking) of the Intercreditor Agreement

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>“Security” means any charge, mortgage, standard security, pledge, lien, security interest securing any obligation of any person, other encumbrance or any other agreement or arrangement having a similar effect</p> <p>“Security Accession Deed” means a deed executed by a member of the Group substantially in the same form set out in Schedule VII (Form of Security Accession Deed) to the Debenture, with those amendments which the Security Agent may approve or reasonably require</p> <p>“Security Agent” means Deutsche Bank AG, London Branch as security trustee for itself and the other Secured Parties</p> <p>“Security Interests” means any charge, mortgage, standard security, pledge, lien, security interest securing any obligation of any person, other encumbrance or any other agreement or arrangement having a similar effect</p> <p>“Security Period” means the period commencing on the date of execution of the Debenture and terminating upon discharge of the security created by the Debenture by irrevocable payment and discharge in full of the Secured Obligations</p> <p>“Senior Secured Noteholders” means the “Holders” as defined in the Senior Secured Notes Indenture</p> <p>“Senior Secured Notes” means the Sterling GBP 425,000,000 aggregate principal amount of 7% senior secured notes due 2018 issued by the Senior Secured Notes Issuer pursuant to the terms of the Senior Secured Notes Indenture and any additional notes issued from time to time under the Senior Secured Notes Indenture, together with any Additional Liabilities</p> <p>“Senior Secured Notes Acceleration Event” means the Senior Secured Notes Trustee or any of the Senior Secured Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under section 6 02 (Acceleration) of the Senior Secured Notes Indenture</p> <p>“Senior Secured Notes Creditors” means the Senior Secured Noteholders and the Senior Secured Notes Trustee</p> <p>“Senior Secured Notes Documents” means</p> <ul style="list-style-type: none"> (a) the Senior Secured Notes Indenture, (b) the Senior Secured Notes, (c) the Intercreditor Agreement, (d) the Senior Secured Notes Guarantees, and (e) the Transaction Security Documents 	

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Particulars of a mortgage or charge by an overseas company

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"Senior Secured Notes Guarantees" means the "Note Guarantees" as defined in the Senior Secured Notes Indenture

"Senior Secured Notes Indenture" means the senior secured note indenture dated 3 February 2011 between, among others, the Senior Secured Notes Issuer and the Senior Secured Notes Trustee, as amended from time to time

"Senior Secured Notes Issuer" means Crown Newco 3 plc

"Senior Secured Notes Liabilities" means the Liabilities owed by the Senior Secured Notes Issuer and the Debtors to the Senior Secured Notes Creditors under the Senior Secured Notes Documents, together with any related Additional Liabilities (but excluding any Hedging Liabilities)

"Senior Secured Notes Trustee" means Deutsche Trustee Company Limited

"Senior Unsecured Noteholders" means the "Holders" as defined in the Senior Unsecured Notes Indenture

"Senior Unsecured Notes Acceleration Event" means the Senior Unsecured Notes Trustee or any of the Senior Unsecured Noteholders exercising any acceleration rights (howsoever described) or any acceleration provisions being automatically invoked in each case under section 6 02 (*Acceleration*) of the Senior Unsecured Notes Indenture

"Senior Unsecured Notes Creditors" means the Senior Unsecured Noteholders and the Senior Unsecured Notes Trustee

"Senior Unsecured Notes Indenture" means the senior unsecured note indenture dated 3 February 2011 between, among others, the Senior Unsecured Notes Issuer and the Senior Unsecured Notes Trustee, as amended from time to time

"Senior Unsecured Notes Issuer" means Crown Newco 3 plc

"Senior Unsecured Notes Trustee" means Deutsche Trustee Company Limited

"Shareholder Creditors" means,

- (a) any Original Shareholder Creditor, and
- (b) any direct or indirect shareholder (or affiliate who is not a member of the Group) of the Parent (and their respective transferees and successors) which has made a loan or financial accommodation to the Parent or another member of the Group, which is not prohibited under the terms of the Credit Facility Documents, the Senior Secured Notes Documents and the Pari Passu Debt Documents and which accedes to the Intercreditor Agreement by executing a Creditor/Creditor Representative Accession Undertaking in accordance with the Intercreditor Agreement,

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>which in each case has not ceased to be a Shareholder Creditor in accordance with the Intercreditor Agreement</p> <p>“Shares” means all shares owned by the Chargor in its Subsidiaries incorporated in the Cayman Islands including but not limited to the shares, if any, specified in Schedule 2 (Shares and Investments) to the Accession Deed, but excluding any shares in Priory Elderly Care Holdings Limited</p> <p>“Subsidiaries” means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>“Super Senior Creditors” means the Credit Facility Lenders, the Hedge Counterparties and their respective Creditor Representatives</p> <p>“Super Senior Liabilities” means the Credit Facility Lender Liabilities and the Hedging Liabilities</p> <p>“Trading Receivables” means all book and other debts arising in the ordinary course of trading</p> <p>“Transaction Security” means the Security created or expressed to be created in favour of the Security Agent under or pursuant to the Transaction Security Documents</p> <p>“Transaction Security Documents” means</p> <ul style="list-style-type: none"> (a) each “Transaction Security Document” as defined in the RCF Facility Agreement or, after the RCF Discharge Date, the Credit Facility, (b) any other document entered into at any time by any of the Debtors creating any Security in favour of any of the Secured Parties as security for any of the Secured Obligations, and (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above, <p>which in each case, to the extent legally possible</p> <ul style="list-style-type: none"> (i) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities, or (ii) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of <ul style="list-style-type: none"> (A) all the Secured Parties in respect of their Liabilities, or (B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

COMPANY NO. FC24699
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 4 MARCH 2011 AND CREATED BY PRIORY FINANCE
COMPANY (C I.) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY MEMBER OF THE GROUP TO ANY
CREDITOR ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO THE OVERSEAS COMPANIES (EXECUTION OF DOCUMENTS
AND REGISTRATION OF CHARGES) REGULATIONS 2009 ON
THE 17 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES