

COMPANIES FORM No. 403a

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

403a

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CHFP025

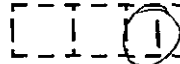
Please do not write in this margin

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

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

To the Registrar of Companies (Address overleaf)

For official use Company number



4433255

Name of company

* Insert full name of company

* Priory Group Limited

I, Paul Greensmith of Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP

† Delete as appropriate

[a director] ~~the secretary, the administrator, the liquidator or receiver~~ of the above company, do solemnly and sincerely declare that the debt for which the charge described below was given has been

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

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

Date and Description of charge † A debenture (the "Debenture") dated 10 June 2002 ✓

Date of Registration § 17 June 2002 ✓

Name and address of ~~chargor~~ [trustee for the debenture holders]

The Royal Bank of Scotland, 135 Bishopsgate, London EC2M 3UR ✓

§ The date of registration may be confirmed from the certificate

Short particulars of property charged ¶

See Schedule 1. Defined terms as used in this Form 403a are set out in Schedule 2.

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

¶ Insert brief details of property

Declared at Priory House, Leatherhead Declarant to sign below

on 12 09 2005

before me PK-Hugh

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

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

Linklaters One Silk Street London EC2Y 8HQ

A05453204

For official use Mortgage sector

Post room



Notes

The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

MK. [Signature]
10/6/02

*Schedules to Form 403a to the Debenture
entered into by Priory Group Limited
(Company No 4433255) dated 10 June 2002*

**Schedule 1
Short Particulars of all the Property Charged**

Assignments, Fixed and Floating Charges

In the Debenture the Charging Company:

- (a) charged with full title guarantee in favour of the Trustee by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Charging Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Charging Company's right, title and interest from time to time in and to:
 - (i) the Real Property;
 - (ii) the Tangible Moveable Property;
 - (iii) the Accounts;
 - (iv) the Intellectual Property;
 - (v) and goodwill and rights in relation to the uncalled capital of the Charging Company;
 - (vi) the Investments;
 - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution or conversion or otherwise);
 - (viii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

- (b) assigned with full title guarantee to the Trustee all the Charging Company's right, title and interest from time to time in and to:
 - (i) the proceeds of any Insurance Policy and all Related Rights in respect of any Insurance Policy;
 - (ii) each of the specific contracts;
 - (iii) all rights and claims in relation to any Assigned Account; and
 - (iv) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Trustee to perfect its rights thereunder or under the Debenture) entered into by or given to the Charging Company in respect of the Real Property including all:
 - (A) claims, remedies, awards or judgments paid or payable to the Charging Company (including, without limitation, all liquidated and ascertained

damages payable to the Charging Company in respect of the items referred to); and

- (B) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property.

- (c) *charged with full title guarantee in favour of the Trustee by way of first floating charge the whole of the Charging Company's undertaking and assets, present and future, wheresoever situated (including, without limitation, assets situated in or governed by the laws of Scotland), other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated or by which it is governed, in favour of the Trustee as security for the secured obligations.*

Further Assurance

The Debenture contains covenants for further assurance.

Negative Pledge

The Debenture contains a negative pledge.

Schedule 2 Definitions

In this form 403a:

“Account” means any credit balance from time to time on any account opened or maintained by the Charging Company with the Trustee or any other financial institution and all Related Rights.

“Agent” means The Royal Bank of Scotland plc and any person for the time being appointed as agent in accordance with the Senior Facilities Agreement.

“Assigned Account” means any Account opened or maintained by the Charging Company with the Trustee or any other financial institution details of which are set out in Schedule 5 (*Accounts*) to this Form (and any renewal or redesignation thereof) and any other Account that may from time to time be identified in writing as an Assigned Account by the Trustee and the Charging Company provided that each Mandatory Prepayment Account (as defined in the Senior Facilities Agreement) shall at all times be an Assigned Account.

“Delegate” means any delegate, agent, attorney or co-trustee appointed by the Trustee.

“Dormant Subsidiary” means Priory Healthcare Europe Limited; Jacques Hall Foundation Limited; Jacques Hall Limited; Public Health Solutions Limited; Priory Securitisation Limited; Priory Healthcare Finance Limited (Cayman Islands); Nottcor 6 Limited; Priory Behavioural Health Limited; Sturt House Clinic Limited; Employee Management Services Limited; Robinson Kay House (Bury) Limited; Priory Services for Young People (IOM) Limited; Priory Healthcare Central Services Limited; Community Addiction Services Limited; Medical Imaging (Essex) Limited and any member of the Charging Company and each of its subsidiaries which has gross assets not exceeding £5,000 (or its equivalent) and has gross liabilities not exceeding £1,000 (or its equivalent) provided that such member of the Charging Company and each of its subsidiaries is not required to become an Additional Guarantor (as defined in the Senior Facilities Agreement) pursuant to clause 26.28 of the Senior Facilities Agreement.

“Fee Letter” means any letter or letters dated on or about the date of the Senior Facilities Agreement between The Royal Bank of Scotland plc as the arranger and the Charging Company (or the Agent and the Charging Company or the Trustee and the Charging Company) setting out any of the fees referred to in clause 16 of the Senior Facilities Agreement and any other agreement setting out fees referred to in clause 9.5 of the Senior Facilities Agreement.

“Finance Documents” means the Senior Facilities Agreement, any Guarantee, any Fee Letter, any accession letter which is substantially in the form set out in Schedule 6 to the Senior Facilities Agreement, any Transaction Security Document, a subordination agreement dated 10 June 2002 made between the Charging Company, the Trustee, the DH Funds as investors and Priory Healthcare Finance Co. Limited, any document relating to or evidencing the terms of any ancillary facility made available upon request in clause 9 of the Senior Facilities Agreement, any Hedging Agreement, any document as the Agent may specify (acting reasonably) to be entered into in relation to the cash cover for any Guarantee and any other document designated as a “Finance Document” by the Agent and the Charging Company.

“Guarantee” means (a) any guarantee substantially in the form set out in Schedule 10 to the Senior Facilities Agreement issued or to be issued under the revolving credit facility made available under paragraph (a)(ii) of clause 2.1 of the Senior Facilities Agreement or (b) any other guarantee or letter of credit, indemnity, or other instrument of suretyship or payment issued or to be issued by The Royal Bank of Scotland plc as the issuing bank under the revolving credit facility

made available under paragraph (a)(ii) of clause 2.1 of the Senior Facilities Agreement and requested by the Charging Company and agreed by the Agent (with the prior consent of the Majority Lenders (as defined in the Senior Facilities Agreement)) and The Royal Bank of Scotland plc as the issuing bank.

"Hedging Agreement" means any agreement in the form agreed between the Charging Company and the Agent entered into or to be entered into by a member of the Charging Company and each of its subsidiaries and a Hedge Counterparty (as defined in the Senior Facilities Agreement) for the purpose of hedging interest rate liabilities in relation to the Facilities (as defined in the Senior Facilities Agreement) in accordance with the Hedging Strategy Letter (as defined in the Senior Facilities Agreement).

"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Charging Company may from time to time have an interest.

"Intellectual Property" means any patents, trade marks, service marks, business names, copyrights, design rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

"Investments" means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b) in each case,

whether held directly by or to the order of the Charging Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

"Monetary Claims" means any book and other debts and monetary claims owing to the Charging Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Charging Company is a party and any other assets, property, rights or undertaking of the Charging Company).

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Security Parties" means the Trustee, any Delegate, the Agent, each Lender as defined in the Senior Facilities Agreement, The Royal Bank of Scotland plc as issuing bank, each Ancillary Lender (as defined in the Senior Facilities Agreement) from time to time party to the Senior Facilities Agreement, each Hedging Counterparty as defined in the Senior Facilities Agreement and any other lender from time to time party to the Term Out Facility Documentation.

"Senior Facilities Agreement" means the senior facilities agreement dated as of 22 May 2002 made between the Charging Company, Priory Healthcare Finance Co. Limited, Priory Healthcare Investments Limited, The Royal Bank of Scotland plc as arranger, agent, issuing bank and trustee and the Original Lenders as defined therein as amended, varied, novated or supplemented from time to time.

"Shares" means all of the shares specified in Schedule 3 (*Details of Shares*) to this Form and all other shares held legally and/or beneficially by the Charging Company at any time except for (a) shares in any Dormant Subsidiary and (b) shares in any joint venture entity, whether in the form of a company, unincorporated firm, undertaking, association or partnership or other entity.

"Specific Contracts" means each of the contracts specified in Schedule 4 (*Details of Specific Contracts*) to this Form.

"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Charging Company's stock in trade or work in progress) and all Related Rights.

"Term Out Facility Documentation" means the documentation pursuant to which the extension and amendment of the term loan facility (made available under paragraph (a)(i) of clause 2.1 of the *Senior Facilities Agreement*) is achieved under clause 12 of the *Senior Facilities Agreement*.

"Transaction Security" means security which any member of the Charging Company and each of its subsidiaries is required to grant pursuant to or in connection with any Finance Document to secure the obligations of any of the Charging Company, a Borrower (as defined in the Senior Facilities Agreement) or a Guarantor (as defined in the Senior Facilities Agreement) under any of the Finance Documents.

"Transaction Security Documents" means the Debenture, each accession deed thereto, the standard security granted or to be granted in relation to the property at 38-40 Mansionhouse Road, Glasgow G41 3DW in connection with the Senior Facilities Agreement, the trust agreement dated 10 June 2002 made between The Royal Bank of Scotland plc as trustee and agent, the obligors referred to therein and the financial institutions named therein as secured parties, and any deeds of accession thereto and any other document creating or expressed to create Transaction Security.



**Schedule 3
Details of Shares**

- 1 All of the issued shares of Priory Healthcare Holdings Limited - a company incorporated under the law of England and Wales with registered number 03738107 comprising:
 - 86,031,339 "A" Ordinary shares
 - 30,412,224 special shares
 - 15,593,413 *ten per cent. cumulative preference shares*
 - 10 "B" non-voting deferred shares.

- 2 All of the issued shares of Priory Healthcare Services Limited - a company incorporated under the law of England and Wales with registered number 2188451 comprising:
 - 3,407,203 Ordinary shares.

- 3 All of the issued shares of Blenheim House Limited - a company incorporated under the law of England and Wales with registered number 03136041 comprising:
 - 1,190,085,000 "A" Ordinary shares
 - 15,000 "B" Ordinary shares.

- 4 All of the issued shares of Farm Place Limited - a company incorporated under the law of England and Wales with registered number 2663868 comprising:
 - 4 Ordinary shares.

*P.K. Wong
11/11/02*

**Schedule 4
Details of Specific Contracts**

The Sale and Purchase Agreement dated 22 May 2002 relating to the entire issued share capital of Priory Healthcare Holdings Limited and made between the Charging Company as purchaser, the Vendors (as defined therein) and others.

*PK. 12/11
Validation*

**Schedule 5
Accounts**

Customer	Bank Details	Account No.	Account	Sort Code
Priory Healthcare Acquisition Co. Limited	The Royal Bank of Scotland PLC 2 Waterhouse Square 138 – 142 Holborn London EC1N 2TH	21798382	Holding Account	15-1000
Priory Healthcare Acquisition Co. Ltd	The Royal Bank of Scotland PLC 2 Waterhouse Square 138 – 142 Holborn London EC1N 2TH	21798390	Mandatory Prepayment Account	15-1000