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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



02120462

Name of company

* Mental Health Care (Clwyd) Limited (the "Company")

Date of creation of the charge

17 October 2008

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

Deed of accession entered into between the Company and The Royal Bank of Scotland plc (the "Security Agent") dated 17 October 2008 (the "Deed of Accession") to a security agreement entered into between Castle Holdings Limited and CB Care (as the Original Chargors) and the Security Agent dated 17 October 2008 (the "Security Agreement")

Amount secured by the mortgage or charge

Please see Part 1 of the attached schedule (the "Schedule")

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

The Royal Bank of Scotland plc, 9th Floor, 280 Bishopsgate, London

Postcode EC2M 4RB

Presenter's name address and
reference (if any)

Macfarlanes LLP
20 Cursitor Street
London
EC4A 1LT

CCP/607449/3643660 1

Time critical reference

For official Use (02/06)
Mortgage Section

THURSDAY



LD5

LGFZ747X
23/10/2008
COMPANIES HOUSE

135

Short particulars of all the property mortgaged or charged

Please see Part 2 of the Schedule.

NB Part 3 of the Schedule contains certain restrictions on the Company relating to the Deed of Accession but it is not exhaustive

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Mactharlans LLP

Date 23 October 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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**

Name of company

*insert full name
of Company

* Mental Health Care (Clwyd) Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

SCHEDULE

Schedule to the Form 395 in respect of the deed of accession entered into between the Company and the Security Agent dated 17 October 2008 (the "Deed of Accession") to a security agreement entered into between Castle Holdings Limited and CB Care Limited (as the Original Chargors) and the Security Agent dated 17 October 2008 (the "Security Agreement"), (the "Form 395").

Definitions

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below

Accounts: means all accounts (including the Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by any Chargor or in which any Chargor has an interest,

Acquisition Documents: means the Acquisitions Documents (as such term is defined in the Facilities Agreement),

Additional Borrower: means an Additional Borrower (as such term is defined in the Facilities Agreement),

Additional Chargor: means the Company and any person which becomes a Chargor by executing a deed of accession substantially in the form of Schedule 4 to the Security Agreement,

Additional Guarantor: means an Additional Guarantor (as such term is defined in the Facilities Agreement),

Assigned Agreements: means the Acquisition Documents, the MHC Acquisition Documents, the Reports and the Key-man Policies,

Beneficiaries means the Security Agent and each Finance Party,

Charged Property: means all the assets for the time being subject to the Security Interests created by the Security Agreement (and references to the Charged Property include references to any part of it),

Chargor: means an Original Chargor and an Additional Chargor,

Debts: means all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to any Chargor or in which any Chargor has an interest and the proceeds of the same, including the benefit of any judgment or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature whether now or in the future enjoyed or held by it in relation to the same and all bills of exchange, promissory notes and other negotiable instruments now or at any time hereafter (and from time to time) owned or held by such Chargor or in which such Chargor has an interest, including all liens, reservations of title, rights of tracing and other rights enabling such Chargor to enforce such debts,

Designated Accounts: means each Mandatory Prepayment Account and each Holding Account,

Equipment: means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by any Chargor or in which any Chargor has an interest, including any part thereof, together with all spare parts, replacements, modifications and additions thereto and the benefit of all contracts and warranties relating thereto,

Excluded Property: has the meaning given to it in paragraph 1 of Part 3 of this Schedule,

Facilities Agreement: means the facilities agreement dated 17 October 2008 and made between, among others, Castle Holdings Limited as Topco and The Royal Bank of Scotland plc in various capacities relating to certain loan and other banking facilities,

Finance Documents: means the Finance Documents (as such term is defined in the Facilities Agreement),

Finance Parties: means the Finance Parties (as such term is defined in the Facilities Agreement),

Goodwill: means all goodwill (including brands and brand names not comprising Intellectual Property) of or in a Chargor now or at any time hereafter (and from time to time),

Holding Account: means the Holding Account (as such term is defined in the Facilities Agreement),

Insurance Policies: means all contracts and policies of insurance or assurance (including the Key-man Policies and any insurance relating to the Properties or the Equipment but excluding any third party liability policies, public liability insurance and directors and officers insurance) and all moneys payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, now or at any time hereafter (and from time to time) owned or taken out by any Chargor or in which any Chargor has an interest,

Intellectual Property: means

- (i) any patents, trade marks, service marks, designs, business names, databases, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest, and
- (ii) the benefit of all applications and rights to use such assets of each Chargor,

including the intellectual property set out in Schedule 2 of the Deed of Accession,

Key-man Policies: means the Key-Man Policies (as such term is defined in the Facilities Agreement),

Lenders: means the Lenders (as such term is defined in the Facilities Agreement),

Mandatory Prepayment Account: means the Mandatory Prepayment Account (as such term is defined in the Facilities Agreement),

MHC Acquisition Documents: means the MHC Acquisition Documents (as such term is defined in the Facilities Agreement),

Original Chargor: the companies whose names, registered numbers and registered offices are set out in Schedule 1 of the Security Agreement,

Other Rights: means the benefit of all agreements, contracts, deeds, licences, consents and authorisations entered into by any Chargor or relating to any Charged Property (other than the Assigned Agreements) and the right to recover and receive all compensation which may be payable in respect of them, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor or in which any Chargor has an interest,

Pension Fund Interests: means all interests and rights now or at any time hereafter (and from time to time) owned or held by any Chargor in relation to any pensions funds,

Permitted Disposal: means a Permitted Disposal (as such term is defined in the Facilities Agreement),

Permitted Security: means a Permitted Security (as such term is defined in the Facilities Agreement),

Principal Debtor: means (a) any Borrower, (b) any Chargor and (c) any present or future subsidiary of Topco in each case to the extent only that it has become an Additional Borrower or Additional Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facilities Agreement,

Properties: means all estates or interests in any freehold, heritable, commonhold and leasehold properties (whether registered or unregistered) and all commonhold and other immovable properties, now or at any time hereafter (and from time to time) owned by any Chargor or in which such Chargor has an interest wheresoever situate and all buildings, structures and fixtures thereon and the proceeds of sale of all or any part thereof (including (but not limited to) the properties which are briefly described in Schedule 1 (*Properties Currently Owned*) of the Deed of Accession (also described in the Appendix (*Properties Currently Owned*) to this Schedule)) together with the proceeds of sale thereof and "**Property**" means any of them,

Property Interests: means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by any Chargor,

Reports: means the Reports (as such term is defined in the Facilities Agreement),

Scottish Properties: means any Property situated in Scotland together with the proceeds of sale thereof and "**Scottish Property**" means any of them,

Secured Liabilities: means any and all present and future moneys, obligations and liabilities owed by any Principal Debtor to the Beneficiaries, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever under or in connection with the Finance Documents and (for the avoidance of doubt) such monies, obligations and liabilities include all those which may arise pursuant to Clause 19.3 (*Discharge conditional*) of the Security Agreement (and references to the Secured Liabilities include references to any of them),

Securities: means all stocks, shares, debentures, debenture stock, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by any Chargor, or in which any Chargor has an interest (whether

certificated or uncertificated and whether in registered or unregistered form), together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Securities System: means any securities system including CREST and any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of and/or clearance of transactions in Securities,

Securities System Rights: means all rights against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom any Chargor holds such securities or against any participant in relation to any Securities, in each case, now or at any time hereafter (and from time to time) owned by any Chargor or in which any Chargor has an interest,

Security Interest: means Security as defined in the Facilities Agreement,

Topco: Castle Holdings Limited, and

Uncalled Capital: means all the uncalled capital of a Chargor now or at any time hereafter (and from time to time)

Part 1

Amount secured by the mortgage or charge

- 1 The Company agreed to become a party to the Security Agreement as a Chargor and to be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor
- 2 The Company covenanted with the Security Agent (as trustee for the Beneficiaries) that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Beneficiaries when the same become due and payable in the manner provided in the relevant Finance Documents
- 3 The Security Agreement secured further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, under an obligation to make further advances

Part 2

Short particulars of all the property mortgaged or charged

- 1 Subject to Clause 3 4 1 of the Deed of Accession as a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee (and in respect of any Charged Property situated in Scotland, absolute warrandice)
- 1 1 charged to the Security Agent (as trustee for the Beneficiaries), by way of first legal mortgage, all its Properties which are listed in Schedule 1 of the Deed of

- Accession (*Properties Currently Owned*) (also listed in the Appendix (*Properties currently owned*) to this Schedule) other than the Scottish Properties,
- 1 2 charged to the Security Agent (as trustee for the Beneficiaries), by way of first fixed charge, all its
- 1 2 1 Properties acquired by it after the date of the Deed of Accession (other than any Scottish Property),
- 1 2 2 Property Interests,
- 1 2 3 Equipment,
- 1 2 4 Securities,
- 1 2 5 Securities System Rights,
- 1 2 6 Intellectual Property,
- 1 2 7 Debts,
- 1 2 8 Accounts,
- 1 2 9 Pension Fund Interests,
- 1 2 10 Goodwill and Uncalled Capital, and
- 1 2 11 Other Rights,
- 1 3 assigned to the Security Agent (as trustee for the Beneficiaries) absolutely, subject to a proviso for reassignment on redemption all of its right, title and interest in and to the Insurance Policies, and
- 1 4 charged to the Security Agent (as trustee for the Beneficiaries), by way of first floating charge, all of its undertaking, property, assets and rights at any time not effectively mortgaged, charged or assigned pursuant to Clauses 3 1 1 to 3 1 3 of the Deed of Accession but specifically including within the floating charge created therein the whole of its property, assets and undertakings situated in Scotland or otherwise governed by Scots law

Part 3

Other restrictions

- 1 The Company covenanted with the Security Agent that it will not at any time during the subsistence of the Security Agreement, except with the prior written consent of the Security Agent or in accordance with the terms of the Finance Documents
- 1 1 create or purport to create or permit to subsist any Security Interest other than a Permitted Security on or in relation to the Charged Property other than the Security Agreement, or
- 1 2 sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share

- occupation of, part with possession or otherwise dispose of) all or any part of the Charged Property or of the equity of redemption of any such Charged Property or any interest in any such Charged Property (other than a Permitted Disposal), or
- 1 3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party (other than Permitted Security)
- 2 The Company agreed that it shall not except with the prior written consent of the Security Agent or in accordance with the terms of the Finance Documents sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided
- 3 The Company agreed that it shall
- 3 1 as agent for the Security Agent, collect in and realise in the ordinary course of business all Debts and pay the proceeds into one or more Accounts forthwith upon receipt, and shall pay such proceeds as are required by the terms of the Finance Documents to be deposited into Designated Accounts into the Designated Accounts and, pending that payment, hold those proceeds in trust for the Security Agent,
- 3 2 not without the prior consent of the Security Agent withdraw any amounts from time to time standing to the credit of the Designated Accounts other than as permitted by the Finance Documents,
- 3 3 other than as permitted by the Finance Documents, not without the prior written consent of the Security Agent charge or assign or otherwise dispose of amounts (save for any disposals made in the ordinary course of the business of the Company) standing to the credit of the Accounts and, subsequent to the floating charge converting into a fixed charge pursuant to Clause 3 5 of the Security Agreement and prior to it reconverting into a floating charge pursuant to Clause 3 7 of the Security Agreement, comply with any notice served by the Security Agent on the Company prohibiting it from withdrawing all or any monies from time to time standing to the credit of its Accounts with the Security Agent, any financial institution or other person, except with the prior written consent of the Security Agent,
- 3 4 after the security constituted by the Security Agreement has become enforceable (by virtue of Clause 12 (*Enforcement*) of the Security Agreement or otherwise), comply with any notice served by the Security Agent on the Company prohibiting it from withdrawing all or any monies from time to time standing to the credit of its Accounts with the Security Agent, any financial institution or other person, except with the prior written consent of the Security Agent, and
- 3 5 following the security constituted by the Security Agreement becoming enforceable, if called upon so to do by the Security Agent (acting reasonably), execute a legal assignment of the Debts to the Security Agent (as trustee for the Beneficiaries) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
- 4 As and when required by the Security Agent the Company agreed that it, at its own cost, shall execute such further legal or other mortgages, standard securities, charges, assignments or assignments in security or other transfers in favour of the Security Agent (as trustee for the Beneficiaries) as the Security Agent shall from

time to time reasonably require over all or any part of the Charged Property, or the property intended to be the subject of the Security Agreement, further to secure the payment of the Secured Liabilities, such further mortgages, standard securities, charges or transfers to be prepared at the cost of the Company and to contain a power of sale and such other clauses for the benefit of the Security Agent as the Security Agent may reasonably require

- 5 There is excluded from the charge created by Clause 3 1 1, Clause 3 1 2 1 and Clause 3 1 2 2 (*Charging clause*) of the Deed of Accession, and from the operation of Clause 4 2 (*Disposal restriction*) of the Deed of Accession, any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an “**Excluded Property**”) until the relevant condition or waiver has been satisfied or obtained
- 5 1 For each Excluded Property the Company undertook to
- 5 1 1 apply for the relevant consent or waiver of prohibition or conditions within five business days of the date of the Deed of Accession and, to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,
- 5 1 2 upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and
- 5 1 3 forthwith upon receipt of such consent or waiver, provide the Security Agent with a copy
- 5 2 Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Beneficiaries) under Clause 3 1 1, Clause 3 1 2 1 or Clause 3 1 2 2 (*Charging Clause*) of the Deed of Accession as the case may be and shall no longer be excluded from the operation of Clause 4 2 (*Disposal Restriction*) of the Deed of Accession. If required by the Security Agent at any time following receipt of that waiver or consent, the Company will execute a further valid fixed charge in such form as the Security Agent shall require
- 6 Subject to Clause 3 4 1 of the Deed of Accession, in respect of any Property or part of or interest in any Property title to which is registered at the Land Registry, the Company consented to the entry of the following restriction on the register of its title to such Property

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 17 October 2008 in favour of The Royal Bank of Scotland plc referred to in the charges register”

Appendix
Properties currently owned
Part A: Registered Land

Address of Property	Freehold or Leasehold	Title number	Owner
3 Brynffynnon Terrace Lenten Pool Denbigh LL16 3LN	Freehold	WA823872	Mental Health Care (Clwyd) Limited
13 – 15 Holland Villas Lenton Poole Denbigh LL16 3LG	Freehold	WA832870 WA874735 WA493760	Mental Health Care (Clwyd) Limited

Part B: Unregistered Land



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2120462
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 17
OCTOBER 2008 AND CREATED BY MENTAL HEALTH CARE
(CLWYD) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE BENEFICIARIES
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 23 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 OCTOBER
2008

AB



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES