

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Accession Deed		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Priority Healthcare Limited		03/04/2011	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Winchester House		
Internal Address:	1 Great Winchester Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3065021	PRIORY	
Registration Number:	3057105	PRIORY	
Registration Number:	2966425	PRIORY	
Registration Number:	2947775	PRIORY	
Registration Number:	2975749	PRIORY	
Registration Number:	3019660	PRIORY	
Registration Number:	3065022	PRIORY	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		

OP \$190.00 3065021

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

047961-0015

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kja/

Date:

03/18/2011

Total Attachments: 32

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4 MARCH 2011

The New Chargors

and

Deutsche Bank AG, London Branch
(as Security Agent)

Security Accession Deed

This Security Accession Deed is subject to and has the benefit of an Intercreditor Agreement dated on or about the date hereof and made between, among others, Crown Newco 3 plc as the Parent Senior Secured Notes Issuer and Senior Unsecured Notes Issuer, The Royal Bank of Scotland plc as the RCF Agent, Deutsche Trustee Company Limited as Senior Secured Note Trustee and Senior Unsecured Note Trustee, the financial institutions listed therein as RCF Finance Parties, the financial institutions listed therein as Original Hedge Counterparties, the companies listed therein as Original Intra-Group Lenders, the companies listed therein as Original Intra-Group Borrowers, the persons listed therein as Original Structural Creditors, and Deutsche Bank AG, London Branch as Security Agent, as each term is defined therein

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
+44.20.7710.1000 (Tel)
www.lw.com

THIS SECURITY ACCESSION DEED is made on 4 March 2011.

BETWEEN:

- (1) The companies listed in Schedule 1 to this deed (the “**New Chargors**”); and
- (2) Deutsche Bank AG, London Branch as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 4 March 2011 between the Parent and the Security Agent (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1. **Definitions**

Unless otherwise defined herein, terms defined in the Debenture shall have the same meaning when used in this deed.

“**Thatcham Property**” means the property known as Thornford Park, Crookham, Thatcham, registered at the Land Registry under freehold title numbers BK335895 and BK401651.

1.2. **Construction**

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGOR**

2.1. **Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2. **Covenant to pay**

Each New Chargor as primary obligor covenants with and undertakes to the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment.

2.3. **Specific Security**

Each New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent (to the extent competent under applicable law) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest subject to Clause 3.5 of the Debenture:

- (a) by way of first legal mortgage:

- (i) subject to Clause 2.6, all Property in England and Wales now belonging to or vested in it (including any property specified in Schedule 1 (*Details of Properties*));
- (b) by way of first equitable mortgage:
 - (i) all the Shares and Investments and all corresponding Related Rights;
- (c) by way of fixed charge:
 - (i) subject to Clause 2.6, all other interests (not charged under Clause 2.3(a)) in any Property in England and Wales now or subsequently belonging to it;
 - (ii) all of its rights, title and interest in the Intellectual Property;
 - (iii) all its Trading Receivables and all its rights and claims against third parties and against any security in respect of those Trading Receivables;
 - (iv) all its Other Debts and its all rights against third parties in respect of such Other Debts;
 - (v) all monies standing to the credit of the Blocked Accounts;
 - (vi) all rights and interest in the Hedging Agreements;
 - (vii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
 - (viii) its goodwill and uncalled capital; and
 - (ix) subject to clause 3.5 of the Debenture, if not effectively assigned by Clause 2.5 (Security Assignment), all its rights and interests in (and claims under) the Insurance Policies (other than those maintained for the benefit of a person which is not the Parent of any Subsidiary of the Parent) and the Assigned Agreements.

2.4. Floating charge

As further security for the payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 2.3 (*Specific Security*) or assigned under Clause 2.5 (*Security Assignment*).

2.5. Security Assignment

As further security for the payment of the Secured Obligations, each New Chargor assigns absolutely (to the extent competent under applicable law) with full title guarantee to the Security Agent all its rights, title and interest in:

- (a) the Hedging Agreements;
- (b) the Insurance Policies; and
- (c) the Assigned Agreements,

(subject in each case to reassignment by the Security Agent to the new 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 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 such Chargor to any proceeds of such Hedging Agreement, Insurance Policy or Assigned Agreement.

2.6. Thatcham Property

- (a) In respect of Priory Finance Property LLP and Priory Secure Services Limited, Clause 2.3(a)(i) and Clause 2.3(c)(i) shall not apply to the Thatcham Property.
- (b) With effect from 6 March 2011, Priory Finance Property LLP and Priory Secure Services Limited shall charge:
 - (i) by way of first legal mortgage in favour of the Security Agent the Thatcham Property on the same terms as Clause 2.3(a)(i); and
 - (ii) to the extent not effectively charged by way of first legal mortgage, by way of fixed charge in favour of the Security Agent all other interests in the Thatcham Property on the same terms as Clause 2.3(c)(i).
- (c) Priory Finance Property LLP and Priory Secure Services Limited will deliver to the Security Agent on the date of this deed a fully executed supplemental legal mortgage in respect of the Thatcham Property, which will be held in escrow by the Security Agent and automatically released and dated on 6 March 2011.

3. CONSENT OF EXISTING CHARGORS

The Parent on behalf of the existing Chargors agrees to the terms of this deed and agrees that its execution will in no way prejudice or affect the security granted by each of them under (and covenants and undertakings given by each of them in) the Debenture.

4. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" will be deemed to include this deed.

5. NOTICES

Each New Chargor confirms that its address details for notices in relation to Clause 23 (*Notices*) of the Debenture are as set out next to its execution block of this deed.

6. COUNTERPARTS

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

7. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1
NEW CHARGORS

Name of Material Company	Registration number (or equivalent, if any)	Jurisdiction of incorporation
Cheadle Royal Healthcare Limited	3254624	England and Wales
Priory Education Services Limited	6244880	England and Wales
Priory Finance Property LLP	OC315650	England and Wales
Priory Healthcare Limited	6244860	England and Wales
Priory Rehabilitation Services Limited	6244877	England and Wales
Priory Secure Services Limited	6244878	England and Wales
Priory Investments Holdings Limited	Cayman Islands: MC-151157 England & Wales overseas company number: FC026138 Branch Number: BR008328	Cayman Islands

SCHEDULE 2

PROPERTIES

Freehold Properties

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
1.	The Priory Hospital Altrincham	Priory Hospital, Altrincham, Rappax Road, Altrincham, Cheshire, WA15 0NX	Freehold GM32147	Consent not required	Priory Finance Property LLP ('PFP')
2.	The Priory Clinic Brighton & Hove	The Priory Clinic Hove, 14-18 New Church Road, Hove, East Sussex BN3 4HP	Freehold SX141057 and ESX60984	Consent not required	PFP
3.	Bristol	Highwood House, Heath House Lane, Purdown, Bristol, BS5 6TX	Freehold AV204454	Consent not required	PFP
4.	The Priory Hospital Chelmsford	Priory Hospital Chelmsford, Stumps Lane, Springfield Green, Springfield, Chelmsford, Essex, CM1 7SJ	Freehold EX448034	Consent not required	PFP
5.	The Priory Hospital Hayes Grove	Priory Hospital, Hayes Grove, Prestons Road, Hayes, Bromley, Kent, BR2 7AS	Freehold SGL586784	Consent not required	PFP
6.	The Priory Hospital North London	Priory Hospital, Grovelands House, The Bourne, Southgate, London N14 6RA	Freehold EGL224063 and EGL159651	Consent not required	PFP
7.	The Priory Clinic Nottingham	Priory Clinic, Ransom Road, Nottingham NG3 5GS	Freehold NT220908 and NT292439	Consent not required	PFP
8.	The Priory Hospital Preston	Priory Hospital, Rosemary Lane, Bartle, Preston PR4 0HB	Freehold LA789130	Consent not required	PFP
9.	The Priory Hospital Roehampton	Priory Hospital, Roehampton Lane, London SW15 5JJ	Freehold SGL172131	Consent not required	PFP
10.	The Priory Hospital	Priory Hospital, Hythe Road, Marchwood,	Freehold HP274006	Consent not required	PFP

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
	Southampton	Southampton SO40 4WU			
11.	The Priory Ticehurst House	The Priory, Ticehurst House, Ticehurst, Wadhurst, East Sussex TN5 7HU	Freehold ESX290132	Consent not required	PFP
12.	The Priory Hospital Woking	Priory Hospital, Cobham Road, Knaphill, Woking, Surrey GU21 2QF	Freehold SY648215 SY638506 SY691569	Consent not required	PFP
13.	Chadwick Lodge	Chadwick Lodge, Chadwick Drive, off Saxon Street, Eaglestone, Milton Keynes MK6 5LS	Freehold BM240154	Consent not required	PFP
14.	Priory Grange Heathfield	The Priory Grange, Tottingworth Park, East Sussex TN2 8UN	Freehold ESX89771	Consent not required	PFP
15.	Priory Grange Hemel Hempstead	Hemel Grange (formerly known as Felden Croft Nursing Home), Longcroft Lane, Hemel Hempstead, Hertfordshire HP3 0BN	Freehold HD421701	Consent not required	PFP
16.	Priory Grange St Neots	Beech House, Howitt's Lane, Eynesbury, St Neots, Cambridgeshire PE19 2JA	Freehold CB293620	Consent not required	PFP
17.	Priory Hospital Sturt	Priory Hospital, Sturts Lane, Walton on the Hill, Surrey KT20 7RQ	Freehold SY280588 and SY567305	Consent not required	PFP
18.	Thornford Park	Thornford Park, Crookham Common, Thatcham, Berkshire RG19 8ET	Freehold BK401651	Consent not required	PFP
19.	Egerton Road Neuro-rehabilitation Centre	18 Egerton Road, Bexhill-on-Sea, East Sussex TN39 3HH	Freehold ESX224669	Consent not required	PFP
20.	Priory Grange Potters Bar	Aspen House, 190 Barnet Road, Potters Bar, Hertfordshire EN6 2SE	Freehold HD47382 and HD65675	Consent not required	PFP

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
21.	Priory Highbank Centre	Highbank, The Elton Unit, Walshaw Road, Lancashire BL8 3AS	Freehold GM485743 and LA155742	Consent not required	PFP
22.	Highbank	Highbank, Walmersley House, Walmersley Road, Bury, Lancashire BL9 5LX	Freehold GM548330	Consent not required	PFP
23.	Rookery Hove	Angus Nursing Homes, 22-24 Sackville Gardens, Hove	Freehold SX144006 and SX112533	Consent not required	PFP
24.	Rookery Radstock	The Rookery, Wells Road, Radstock BA3 3RS	Freehold ST169208	Consent not required	PFP
25.	Vines Neuro-rehabilitation Centre	The Vines, Innhams Wood, Crowborough, East Sussex TN6 1TE	Freehold ESX73102	Consent not required	PFP
26.	Chelfham Senior School	Kilworth House, Tavistock, West Devon PL19 0JN	Freehold DN369633 and DN371089	Consent not required	PFP
27.	Chelfham	Ward House, Bere Alston, Yelverton, West Devon PL20 7EX	Freehold DN346394	Consent not required	PFP
28.	Eastwood Grange School	Eastwood Grange School, Milken Lane, Ashover, Derbyshire	Freehold DY212755	Consent not required	PFP
29.	Farleigh College	Newbury House, Charity Lane, Mells, Frome, Somerset	Freehold ST124398 and ST124381	Consent not required	PFP
30.	Farleigh College	Land forming party of Newbury Farm, Newbury Farm, Mells, Frome	Freehold WS17081	Consent not required	PFP
31.	Farleigh College	Land to the west of Newbury House, Charity Lane, Mells, Frome	Freehold WS7057	Consent not required	PFP
32.	Farleigh FEC - Frome	North Hill House, North Parade, Somerset BA11 2AB	Freehold ST105727	Consent not required	PFP

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
33.	Farleigh FEC - Frome	Four Winds, 19 Bath Road, Frome, Somerset BA11 2HJ	Freehold WS13777	Consent not required	PFP
34.	Farleigh FEC - Frome	Plot 19, Ashleigh Grove, Trowbridge, Wiltshire	Freehold WT232735	Consent not required	PFP
35.	Farleigh FEC - Frome	Plot 20, Ashleigh Grove, Trowbridge, Wiltshire	Freehold WT232737	Consent not required	PFP
36.	Farleigh FEC - Swindon	Okus House, 105 Bath Street, Swindon SN1 4AX	Freehold WT80077	Consent not required	PFP
37.	Mark College	Mark College, Blackford Road, Mark, Highbridge, Somerset TA9 4NP	Freehold ST237393, ST105342 and ST118526	Consent not required	PFP
38.	North Hill House	Stoneleigh House, Fromefield, Frome, Somerset BA11 2BH	Freehold WS19526	Consent not required	PFP
39.	North Hill House	8 & 8A Christchurch Street East, Frome, Somerset BA11 1QB	Freehold WS33299	Consent not required	PFP
40.	Queenswood -School	Callow Hills Farm, Hereford Road, Ledbury, Herefordshire HR8 2PZ	Freehold HW184688	Consent not required	PFP
41.	Rossendale School	Moor Side Farm, Moor Side Lane, Shuttleworth and land on the south west of Rochdale Road, Shuttleworth	Freehold LA863547, LA786993 and LA488257	Consent not required	PFP
42.	Rossendale	10 and 11 Sally Barn Cottages, Holme Lane, Rawtenstall BB4 6JD	Freehold LA808004	Consent not required	PFP
43.	Rossendale	The Quarter, 34 Turnpike New Church	Freehold LA583543	Consent not required	PFP
44.	Rugeley Horizon School	Horizon School, Blithbury, Litchfield, Staffordshire	Freehold SF436589 and SF487737	Consent not required	PFP

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
45.	Rugeley Horizon	Moreton House (aka Mayfield House), Bishton Lane, Wolsley Bridge, ST18 0XD	Freehold SF423828	Consent not required	PFP
46.	Sketchley Horizon School	Sketchley Hall, Manor Way, Sketchley Village, Burbage, Leicestershire LE10 3HT	Freehold LT267038	Consent not required	PFP
47.	Tadley Horizon	Tadley Horizon Satellite, 2a Linden Avenue, Old Basing, Hampshire R24 7HG	Freehold HP533618	Consent not required	Priory Education Services Limited ("PESL")
48.	Talocher School	Talocher Farm, Wonastow Road, Monmouth, Monmouthshire NP25 4DN	Freehold WA371447	Consent not required	PFP
49.	Solutions Talocher School	Grosvenor House, Gloucester Road, Ross-on-Wye, Herefordshire, HR9 5NA	Freehold HE6500	Consent not required	PFP
50.	Solutions Talocher School	Goodrich, Nr Ross on Wye, Herefordshire HR9 6RB	Freehold HE10050	Consent not required	PFP
51.	Solutions Talocher School	Fairview House, Foy, Ross on Wye, Herefordshire HR9 6RB	Freehold HE19135	Consent not required	PFP
52.	Unstead Park School	Unstead Park Hospital, Munstead Heath, Godalming, Surrey GU7 1UW	Freehold SY412405	Consent not required	PFP
53.	Hurworth House School	Hurworth House School, 38 The Green, Hurworth, Darlington, DL2 2AD	Freehold DU326359 and DU68692	Consent not required	PESL
54.	Ticehurst House	Land and buildings lying to the south east of Ticehurst House, Ticehurst	Freehold ESX235200	Consent not required	Priory Healthcare Limited

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
55.	Ticehurst House	Filterbed at Burnt Lodge Lane, Ticehurst, Wadhurst, Surrey GU21	Freehold ESX268934	Consent not required	Priory Healthcare Limited
56.	Thornford Park	Land and buildings on the west side of Brimpton Road, Crookham Common, Thatcham	Freehold BK335895	Consent not required	Priory Secure Services Limited
57.	Cheadle Royal Hospital	Cheadle Royal Hospital, Wilmslow Road, Cheadle	Freehold GM746141 MAN48525	Consent not required	Cheadle Royal Healthcare Limited
58.	Preston (Affinity)	Sion House, 52 Sion Close, Ribbleston, Preston	Freehold LA510309	Consent not required	Cheadle Royal Healthcare Limited
59.	Sir John's Lane	Land lying to the South-west of Sir John's Lane, Bristol	Freehold BL101059	Consent not required	Priory Investments Holdings Limited
60.	Woking	Land and buildings next to The Priory Hospital, Woking	Freehold SY745558 and SY563035	Consent not required	Priory Healthcare Limited

Leasehold Properties

No.	Property (operational entity)	Property	Tenure	Ability to Charge	Registered Proprietor
1.	The Priory Hospital Bristol	Priory Hospital Bristol, Heath House Lane, off Bell Hill, Bristol, BS16 1EQ	Long leasehold (999 years) BL90449	Consent not required	PPF
2.	Woodbourne Priory Hospital	Woodbourne Priory, 21 Woodbourne Road, Edgbaston, Birmingham B17 8BY	Long leasehold (99 years) WM636441	Consent not required	PPF
3.	Chadwick Lodge	Chadwick II, Chadwick Drive, Eaglestone, Milton Keynes	Long leasehold (999 years) BM307299	Consent not required	PPF
4.	Farmfield	Farmfield, Charlwood Road, Hookwood, Surrey	Long leasehold (99 years) SY709908	Consent not required	PPF
5.	Eden Grove School	Croft House, The Hayloft, The Barn and The Granary, Bolton	Long leasehold (999 years) CU216489	Consent not required	PPF
6.	Jacques Hall	Jacques Hall Foundation, Harwich Road, Manningtree, Essex CO11 2XW	Long leasehold (999 years) EX759409	Consent not required	PPF
7.	Jacques Hall	Orchard House, Clacton Road, Weeley Heath, Essex CO16 9EF	Long leasehold (999 years) EX759416	Consent not required	PPF
8.	Tadley Horizon School	Tadley Court, Tadley, Hampshire RG26 3TB	Long leasehold (999 years) HP666702	Consent not required	PPF
9.	Former Sheridan House	Sheridan House School, Southborough, Thetford, Norfolk IP25 7TJ	Long leasehold (999 years) NK334545	Consent not required	PPF
10.	Coxlease School	High Coxlease House, Clay Hill, Lyndhurst S043 7DE	Leasehold (30 year lease) HP714689	Consent not required	PESL

SCHEDULE 3
SHARES AND INVESTMENTS

Charging Company	Shares Held In	Company Number
Cheadle Royal Healthcare Limited	Cheadle Royal Hospital Limited	3417741
Cheadle Royal Healthcare Limited	Cheadle Royal Residential Services Limited	6623891
Priory Education Services Limited	Priory (Thetford 1) Limited	7032511
Priory Healthcare Limited	CO Developments Limited	NI064937
Priory Rehabilitation Services Limited	Priory Care Homes Holdings Limited	6660792
Priory Secure Services Limited	Priory (Farmfield) Limited	7467929
Priory Investments Holdings Limited	Priory Healthcare Holdings Limited	3738107
Priory Investments Holdings Limited	Medical Imaging (Essex) Limited	2938586
Priory Investments Holdings Limited	Priory Services for Young People (IOM) Limited	101005C
Priory Investments Holdings Limited	Nottcor 6 Limited	3234626
Priory Investments Holdings Limited	Priory Pension Trustee Limited	4530648
Priory Investments Holdings Limited	Priory Healthcare Investments Trustee Limited	4644265
Priory Investments Holdings Limited	Priory New Investments Limited	6997550

SCHEDULE 4
INTELLECTUAL PROPERTY

Trademarks

Charging Company	Trademark	Classes	Country	Registration No.
Priory Healthcare Limited	PRIORY	3, 5, 9, 25, 35, 36	European Community	3378866
Priory Healthcare Limited	PRIORY (stylised)	41, 43, 44	European Community	3726957
Priory Healthcare Limited	PRIORY	5, 9, 16, 35, 41, 42	India	1489228
Priory Healthcare Limited	PRIORY	3	South Africa	2003/17450
Priory Healthcare Limited	PRIORY	5	South Africa	2003/17451
Priory Healthcare Limited	PRIORY	9	South Africa	2003/17452
Priory Healthcare Limited	PRIORY	16	South Africa	2003/17453
Priory Healthcare Limited	PRIORY	25	South Africa	2003/17454
Priory Healthcare Limited	PRIORY	35	South Africa	2003/17455
Priory Healthcare Limited	PRIORY	36	South Africa	2003/17456
Priory Healthcare Limited	PRIORY	41	South Africa	2003/17457
Priory Healthcare Limited	PRIORY	43	South Africa	2003/17458
Priory Healthcare Limited	PRIORY	44	South Africa	2003/17459
Priory Healthcare Limited	PRIORY (stylised)	5, 9, 35, 36, 42	United Kingdom	2117772B
Priory Healthcare Limited	PRIORY	5, 9, 35, 36, 41	United Kingdom	2117772A

Charging Company	Trademark	Classes	Country	Registration No.
Priory Healthcare Limited	PRIORY	3, 9, 35, 41	United Kingdom	2344909
Priory Healthcare Limited	PRIORY	3	United States	3065021
Priory Healthcare Limited	PRIORY	5	United States	3057105
Priory Healthcare Limited	PRIORY	9	United States	2966425
Priory Healthcare Limited	PRIORY	35	United States	2947775
Priory Healthcare Limited	PRIORY	41	United States	2975749
Priory Healthcare Limited	PRIORY	43	United States	3019660
Priory Healthcare Limited	PRIORY	44	United States	3065022

Domain Names

Domain Name	Registrant
prioryhealthcare.co.uk	Priory Healthcare Ltd
addictions.co.uk	Priory Healthcare Ltd
child-care.co.uk	Priory Healthcare Ltd
childmentalhealth.co.uk	Priory Healthcare Ltd
eatingdisorders.co.uk	Priory Healthcare Ltd
mental-health.co.uk	Priory Healthcare Ltd
prioryhealth.co.uk	Priory Healthcare Ltd
priory-hospitals.co.uk	Priory Healthcare Ltd
specialeducation.co.uk	Priory Healthcare Ltd
nhh4as.co.uk	Priory Education Services Ltd
prioryeducation.co.uk	Priory Education Services Ltd

Domain Name	Registrant
priory-education.co.uk	Priory Education Services Ltd
farleighcollege.co.uk	Priory Education Services Ltd
priorygrange.com	Priory Healthcare Ltd
priorygrange.net	Priory Healthcare Ltd
priorygrange.org	Priory Healthcare Ltd
prioryneurorehab.com	Priory Healthcare Ltd
prioryneuro-rehab.com	Priory Healthcare Ltd
prioryneurorehab.net	Priory Healthcare Ltd
prioryneuro-rehab.net	Priory Healthcare Ltd
prioryneurorehab.org	Priory Healthcare Ltd
prioryneuro-rehab.org	Priory Healthcare Ltd
prioryhealthcare.com	Priory Healthcare Ltd
prioryhealth.com	Priory Healthcare Ltd
northhillhouse.com	Priory Education Services Ltd
priory-education.com	Priory Education Services Ltd
prioryeducation.net	Priory Education Services Ltd
priory-education.net	Priory Education Services Ltd
prioryeducation.org	Priory Education Services Ltd
priory-education.org	Priory Education Services Ltd
affinityhealth.co.uk	Cheadle Royal Healthcare Limited

SCHEDULE 5
BANK ACCOUNTS
Part I
Operating Accounts

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
Cheadle Royal Healthcare Limited	The Royal Bank of Scotland	20526421	16-00-01
		20569104	16-00-01
Priory Education Services Limited	The Royal Bank of Scotland	22522305	15-10-00
		22531045	15-10-00
		22531053	15-10-00
		22531061	15-10-00
		22531088	15-10-00
		22531096	15-10-00
		22531118	15-10-00
		22531126	15-10-00
		22531134	15-10-00
		22531142	15-10-00
		22531150	15-10-00
		22531169	15-10-00
		22531177	15-10-00
		22531207	15-10-00
		22531215	15-10-00
22531223	15-10-00		
22531231	15-10-00		
22531258	15-10-00		
22531266	15-10-00		

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
		22531274	15-10-00
		22531282	15-10-00
		22531290	15-10-00
		22611413	15-10-00
		22613211	15-10-00
		22796170	15-10-00
		22796197	15-10-00
		22814276	15-10-00
		22919981	15-10-00
		22973129	15-10-00
		22991216	15-10-00
		22991240	15-10-00
Priory Property LLP	Finance The Royal Bank of Scotland	22238712	15-10-00
		22238259	15-10-00
Priory Limited	Healthcare The Royal Bank of Scotland	22522313	15-10-00
		22530774	15-10-00
		22530804	15-10-00
		22530812	15-10-00
		22530847	15-10-00
		22530855	15-10-00
		22530863	15-10-00
		22530901	15-10-00
		22530928	15-10-00
		22530936	15-10-00
		22530944	15-10-00

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
		22530952	15-10-00
		22530960	15-10-00
		22530987	15-10-00
		22530995	15-10-00
		22531002	15-10-00
		22559802	15-10-00
		22801913	15-10-00
		22801948	15-10-00
		22938706	15-10-00
Priory Rehabilitation Services Limited	The Royal Bank of Scotland	22522283	15-10-00
		22530553	15-10-00
		22530561	15-10-00
		22530588	15-10-00
		22530596	15-10-00
		22530618	15-10-00
		22530626	15-10-00
		22530634	15-10-00
		22530642	15-10-00
		22559861	15-10-00
		22559896	15-10-00
		22559934	15-10-00
		22559942	15-10-00
		22559950	15-10-00
		22559969	15-10-00
		22559977	15-10-00
		22559985	15-10-00

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
		22559993	15-10-00
		22560002	15-10-00
		22560029	15-10-00
		22560037	15-10-00
		22560061	15-10-00
		22560096	15-10-00
		22560126	15-10-00
		22560150	15-10-00
		22560207	15-10-00
		22560215	15-10-00
		22560223	15-10-00
		22560231	15-10-00
		22577479	15-10-00
		22577487	15-10-00
		22634006	15-10-00
		22634057	15-10-00
		22793171	15-10-00
		22793228	15-10-00
		22820373	15-10-00
		22821647	15-10-00
Priory Secure Services Limited	The Royal Bank of Scotland	22522275	15-10-00
		22530669	15-10-00
		22530677	15-10-00
		22530685	15-10-00
		22530693	15-10-00
		22939117	15-10-00

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
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Priory Investments Holdings Limited	The Royal Bank of Scotland	40212807	40-50-30
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**Part II
Blocked Accounts**

Name of Chargor	Name and address of institution at which account is held	Account Number	Sort Code
NONE	NA	NA	NA


SCHEDULE 6
INSURANCE POLICIES

Charging Company	Insurer	Policy No.	Type of Policy
Priory Investments Holdings Limited	St. Paul Travelers Insurance Company Limited	UC PMH 3456704	Property Damage and Business Interruption
Priory Investments Holdings Limited	Mitsui Ins Co Ltd	36345G10AA/AB/AC	Combined Liability
Priory Investments Holdings Limited	ACE European Group Limited	UKCASO01318109 / UKCASO01320109	Excess Employers and Public/Products Liability
Priory Investments Holdings Limited	AIG UK Limited	31006148	Crime
Priory Investments Holdings Limited	Ecclesiastical Insurance Office plc	02MFL9113513	Motor Fleet
Priory Investments Holdings Limited	ACE European Group Limited	UKBBB01129	Travel/Personal Accident Insurance
Priory Investments Holdings Limited	Allianz	61/NV/15741460	Engineering Inspection
Priory Investments Holdings Limited	Groves, John and Westrup Limited on behalf of Watkins Syndicate at Lloyd's	023805	Yacht Insurance
Priory Investments Holdings Limited	CNA Ins Co Ltd and Novae Underwriting Ltd	10DC703379	Directors' and Officers' Insurance
Priory Investments Holdings Limited	Chartis (UK) Limited	0033580605	Pension Fund Trustee Indemnity
Priory Investments Holdings Limited	Royal and SunAlliance Insurance Group Plc	RSAP1385222200	Property Damage and Business Interruption
Cheadle Royal Healthcare Limited	Mitsui Sumitomo Insurance Company Limited	27151510AA/AC	Combined Liability

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGORS

EXECUTED as a DEED by
Cheadle Royal Healthcare Limited acting by:

JASON LOCK as Director: 

Witness: 

Name: ERIC HO

Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER

Notice Details

Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS

Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Education Services Limited acting by:

JASON LOCK as Director:



Witness:



Name:

ERIC HO

Address:

Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation:

LAWYER

Notice Details

Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS


Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Finance Property LLP acting by:



JASON LOCK as Director of Priory Finance Company Limited as Member

Witness: 

Name: ERIC HU

Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER


Notice Details


Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS

Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Healthcare Limited acting by:


JASON LOCK as Director: 


Witness: 
Name: ERIC H.
Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP
Occupation: LAWYER

Notice Details

Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS
Facsimile: +44 (0) 1325 331 281
Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Rehabilitation Services Limited acting by:

JASON LOCK as Director: 

Witness: 

Name: ERIC HO

Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER


Notice Details

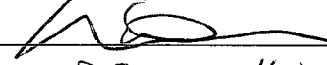
Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS

Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Secure Services Limited acting by:

JASON LOCK as Director: 

Witness: 

Name: ERIC HU

Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER


Notice Details

Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS

Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

EXECUTED as a DEED by
Priory Investments Holdings Limited acting by:

JASON LOCK as Director: 

Witness: 

Name: ERIC HU

Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER

Notice Details

Address: Priory Group – Northern Office,
Park Hall,
Middleton St. George,
Darlington DL2 1TS

Facsimile: +44 (0) 1325 331 281

Attention: Jason Lock / Nigel Myers

THE PARENT

EXECUTED as a DEED by
Crown Newco 3 plc acting by:

DESMOND MITCHELL as Director: 

Witness: 


Name: ERIC HU

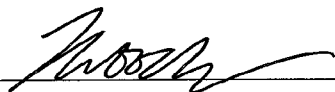
Address: Shearman & Sterling (London) LLP,
Broadgate West,
9 Appold Street, London, EC2A 2AP

Occupation: LAWYER

THE SECURITY AGENT

EXECUTED as a DEED by
Deutsche Bank AG, London Branch acting by:

 as Authorised Signatory: ROBERT KEES

 as Authorised Signatory: JOHN WOODGER