

MG01

Particulars of a mortgage or charge

037195 / 481



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

MONDAY



LD3 26/07/2010 228
LLJ8MM05

COMPANIES HOUSE

please

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

For guidance at
www.companieshouse.gov.uk

1	Company details	9 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0 1 9 4 1 6 5 0	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Haven Services Limited	
2	Date of creation of charge	
Date of creation	d 2 1 m 0 7 y 2 0 y 1 0	
3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Debenture dated 21 July 2010 between, among others, Haven Services Limited (the "Charging Company") and ING Bank NV, London Branch as the Security Agent (the "Debenture")	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please refer to the attached continuation pages	

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Mortgagee(s) or person(s) entitled to the charge (if any)

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	ING Bank NV, London Branch (as Security Agent)									
Address	Structured Acquisition Finance, 60 London Wall, London									
Postcode	E	C	2	M		5	T	Q		
Name										
Address										
Postcode										

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars	Please refer to the attached continuation pages									
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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
8	Delivery of instrument	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature X Shearman & Sterling (London) LLP X on behalf of the Security Agent</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Richard Porter

Company name Shearman & Sterling (London) LLP

Address Broadgate West

9 Appold Street

Post town

County/Region London

Postcode E C 2 A 2 A P

Country

DX

Telephone 0207 655 5069



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 original deed 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 mortgagee or 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 mortgaged or 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 mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in 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)

For companies registered in 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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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All money or liabilities due, owing or incurred to any Secured Party by the Charging Company or any other Obligor under any Senior Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 1

Definitions

In this form MG01, so far as the context admits, the following expressions have the following meanings

"Additional Senior Secured Creditors" means any Additional Senior Secured Trustee and any creditor in respect of Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument,

"Additional Senior Secured Debt Instrument" means any credit agreement, loan, indenture, trust deed or other instrument constituting or evidencing any Additional Senior Secured Liabilities,

"Additional Senior Secured Liabilities" means the Liabilities that the members of the Group and any other grantor of Transaction Security are permitted to incur in respect of any Senior Secured Notes (other than the Original Senior Secured Notes) or any Indebtedness made available in accordance with clause 8 (*New Money and Refinancing*) of the Intercreditor Agreement pursuant to and in addition to the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes and which may share the same priority and payment ranking as the Senior Secured Liabilities arising in respect of the Original Senior Secured Notes in accordance with the Debt Documents,

"Additional Senior Secured Trustee" means any agent or trustee acting on behalf of any creditor in respect of any Additional Senior Secured Liabilities arising pursuant to or in connection with any Additional Senior Secured Debt Instrument,

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

"Agent" means ING Bank NV, London Branch,

"Arrangers" means Citigroup Global Markets Limited, HSBC Bank plc, ING Bank NV, London Branch and Lloyds TSB Bank plc,

"Assigned Agreements" means the Insurances, the Structural Intra Group Loan Agreements and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent (or, as the case may be, as specified in any Security Accession Deed),

"Automatic Acceleration Default" means

- (a) (i) a decree or order for relief in respect of the Issuer or a significant subsidiary in an involuntary case or proceeding under any applicable Bankruptcy Law is sanctioned by a court of competent jurisdiction or becomes unconditional or (ii) a decree or order adjudging the Issuer or a significant subsidiary bankrupt or insolvent, or other than on a solvent basis seeking reorganization, arrangement, adjustment or composition of or in respect of the Issuer or a significant subsidiary under any applicable law, or other than on a solvent basis appointing a custodian, receiver, (provisional, interim or permanent) or liquidator, assignee, trustee, sequestrator (or other similar official) thereof for any substantial part of their respective properties or other than on a solvent basis ordering the winding up, dissolution or liquidation of their affairs, is sanctioned by a court of competent jurisdiction and becomes unconditional and any such decree, order or appointment pursuant to any Bankruptcy Law for relief shall continue to be in effect, or any such other decree, appointment or order shall be unstayed and in effect, for a period of 100 consecutive days, or

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(b) the Issuer or any significant subsidiary (i) consents to the filing of a petition, application, answer or consent seeking reorganization or relief under any applicable Bankruptcy Law, (ii) consents to the entry of a decree or order for relief in respect thereof in an involuntary case or proceeding under any applicable Bankruptcy Law or to the commencement of any bankruptcy or insolvency with respect to the Issuer or any significant subsidiary shall have occurred, or case or proceeding against it, or (iii) (A) other than on a solvent basis consents to the appointment of, or taking possession by, a custodian, receiver (provisional, interim or permanent) or liquidator, administrator, supervisor, assignee, trustee, sequestrator or similar official thereof, or of any substantial part of their respective properties, (B) other than on a solvent basis makes an assignment for the benefit of creditors or (C) admits it is insolvent or admits in writing its inability to pay its debts generally as they become due which, in the case of each of (i), (ii) or (iii) above, is sanctioned by a court and becomes unconditional,

"**Bankruptcy Law**" means any law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization or relief of debtors or any amendment to, succession to or change in any such law, including, without limitation, Title 11, United States Bankruptcy Code of 1978, as amended and the Insolvency Act 1986,

"**Book Debts**" means all book and other debts arising in the ordinary course of trading,

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,

"**Charged Property**" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,

"**Collection Accounts**" means the accounts of the Charging Company set out in Annex 3 below and/or such other accounts as the Security Agent and the Charging Company shall agree from time to time (including as specified in any relevant Security Accession Deed) or (following the occurrence of a Declared Default) as the Security Agent shall specify,

"**Debt Document**" means each of the debt documents specified in the Intercreditor Agreement and any other document specified as a "Debt Document" by the Security Trustee and the Parent,

"**Debtor**" means each Original Debtor and any person which becomes party to the Intercreditor Agreement as a Debtor,

"**Declared Default**" means

- (a) an Event of Default which is continuing and has resulted in
 - (i) the Agent exercising any of its rights of acceleration under the Senior Facilities Agreement, or
 - (ii) the Senior Secured Trustee exercising its rights or holders of not less than 25 per cent of the principal amount of Senior Secured Notes then outstanding exercising any of their rights of acceleration (which have not been rescinded or annulled) under the Senior Secured Indenture, or

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(b) an Automatic Acceleration Default which is continuing, provided that an Automatic Acceleration Default will not be a Declared Default for the purposes of any of the Notification Provisions, unless

(i) the Security Agent has been instructed, in accordance with the Intercreditor Agreement, to notify the Parent and the Charging Company that, for the purposes of that Notification Provision, such Automatic Acceleration Default shall be a Declared Default, and

(ii) the Security Agent has given such notice to the Parent and the Charging Company,

"Default Rate" means the rate at which default interest is payable pursuant to the Senior Facilities Agreement and the Senior Secured Indenture,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Events of Default" means Events of Default under the Senior Facilities Agreement or the Senior Secured Indenture or any payment default or insolvency default under any Hedging Agreement to the extent it constitutes an event of default (as defined in the relevant Hedging Agreement),

"Excluded Accounts" means the accounts over which security has been granted in favour of the Royal Bank of Scotland plc in respect of obligations under counter-indemnities for the Retained Performance Bonds and/or such other accounts as the Security Agent and the Parent shall agree from time to time (including as specified in any Security Accession Deed),

"Excluded Insurance Proceeds" means any proceeds of an insurance claim

(a) which the Parent notifies the Agent are, or are to be applied

(i) to meet a third party claim,

(ii) to cover operating losses in respect of which the relevant insurance claim was made, or

(iii) in the replacement, reinstatement and/or repair of the assets or otherwise in amelioration of the loss in respect of which the relevant insurance claim was made,

in each case as soon as possible after receipt (but in any event within 9 months of receipt or are committed for such application within 9 months of receipt and applied within 18 months of receipt), or

(b) not falling within paragraph (a) above where the proceeds of all such insurance claims do not exceed an amount of £500,000 in any Financial Year,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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"Excluded Subsidiary Shares" means the shares in AMC Diagnostics Limited, Portsmouth Health Limited and Nenecare Limited held by Care UK Clinical Services Limited and any other Subsidiary Shares the granting of security in respect of which would give rise to a default or termination event or equivalent, or requires the consent of a third party, under any agreement or instrument binding on any member of the Group (or, as the case may be, as specified in any Security Accession Deed),

"Finance Documents" means each of the finance documents specified in the Senior Facilities Agreement and any other document specified as a "Finance Document" by the Agent and the Parent,

"Financial Year" means the annual accounting period of the Group ending on or about 30th September in each year,

"Floating Charge Asset" means an asset charged under clause 3.2 (*Floating Charge*) of the Debenture,

"Group" means the Parent and each of its Subsidiaries for the time being (but excluding all Unrestricted Subsidiaries),

"Hedge Counterparty" means any Revolving Lender or Affiliate of a Revolving Lender which becomes party to the Intercreditor Agreement as a Hedge Counterparty,

"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Senior Facilities Agreement and entered into or to be entered into by any Debtor and a Hedge Counterparty for the purpose of hedging interest rate and foreign exchange risks in the ordinary course of business and not for speculative purposes,

"Hedging Liabilities" means the Liabilities owed by any Debtor or any other grantor of Transaction Security to the Hedge Counterparties or any of them under or in connection with the Hedging Agreements,

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by the Charging Company under any Senior Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon,

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, the Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance, any directors and officers insurance and the Excluded Insurance Proceeds,

"Intellectual Property" means

- (a) 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

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- (b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist),

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Debenture and made between, among others, the Charging Company and the Security Agent,

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares) but excluding any Excluded Subsidiary Shares,

"Issuer" means Care UK Health & Social Care plc,

"Lender" means Citibank N A, London Branch, HSBC Bank plc, ING Bank NV, London Branch, Lloyds TSB Bank plc or any bank, financial institution, trust, fund or other entity which has become a Lender pursuant to the Senior Facilities Agreement,

"Liabilities" means all present and future liabilities and obligations at any time of any Debtor or any grantor of Transaction Security to any creditor or to any Subordinated Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor or any grantor of Transaction Security of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non allowance of those amounts in any insolvency or other proceedings,

"New Material Leasehold Property" means any leasehold property acquired by the Charging Company after the date of the Debenture where either (a) the open market value or (b) the total purchase price of such property, exceeds £2,000,000,

"Non Priority Hedging Liabilities" means the Hedging Liabilities to the extent they are not Priority Hedging Liabilities,

"Notification Provisions" means clause 3.3 (*Security Assignment*) of the Debenture, clause 3.7 (*Intellectual Property Restricting Charging*) of the Debenture, clause 8.3 (*Collection of Book Debts and Other Debts*) of the Debenture, paragraphs (c) and (e) of clause 8.4 (*Title Documents*) of the Debenture, paragraph (a) of clause 8.5 (*Voting and Distribution Rights*) of the Debenture, and clause 12.2 (*Insurance Proceeds*) of the Debenture,

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"Obligor" means a borrower or a guarantor under the Senior Facilities Agreement or the issuer or a guarantor of the Original Senior Secured Notes,

"Original Debtor" means the Parent and the other members of the Group listed as "Debtors" in the Intercreditor Agreement,

"Original Senior Secured Notes" means the senior notes of the Senior Secured Issuer issued on or about the date of the Intercreditor Agreement,

"Other Debts" means the debts and claims identified in clause 3 1(b)(v) of the Debenture,

"Parent" means Care UK Health & Social Care Newco Limited,

"Premises" means the freehold and leasehold property specified in each Supplemental Legal Charge and any freehold or leasehold property specified in Annex 1 below (or, as the case may be, as specified in any Security Accession Deed),

"Priority Hedging Liabilities" means all the Hedging Liabilities permitted to constitute Priority Hedging Liabilities in accordance with, and subject to, the provisions of the Debt Documents,

"Project Agreement" means the relevant project agreement entered into by the applicable Project Company listed in Annex 4 below (or, as the case may be, as specified in any Security Accession Deed),

"Project Company" means a company specified in the Senior Facilities Agreement as acceding to the Debenture within 60 days of the date thereof,

"Quasi-Security" means an arrangement or transaction whereby an Obligor shall

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group,
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (c) enter 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) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset,

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

"Representative" means each Revolving Agent and each Senior Secured Trustee,

"Retained Performance Bond" means

- (a) the St Andrew's Villa (Homecare Services) Limited performance guarantee for an amount of up to £56,000 granted by The Royal Bank of Scotland plc in favour of Staffordshire County Council dated 28 January 2005, and

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(b) if consent of the Secretary of State cannot be obtained and The Royal Bank of Scotland plc has to retain the performance guarantees, each of

(i) the PHG (North East London) Limited guarantee for an amount of up to £3,340,000 granted by The Royal Bank of Scotland plc in favour of The Secretary of State for Health dated 6 October 2005,

(ii) the PHG (Maidstone) Limited guarantee for an amount of up to £2,900,000 granted by The Royal Bank of Scotland plc in favour of The Secretary of State for Health and others dated 6 October 2005, and

(iii) the PHG (Hampshire) Limited termination security guarantee for an amount of up to £7,191,000 granted by The Royal Bank of Scotland plc in favour of The Secretary of State for Health and others dated 30 May 2008,

"Revolving Agent" means the Agent and any agent acting on behalf of the Revolving Lenders only pursuant to a Revolving Facility Document,

"Revolving Facility" means the super senior revolving facility and letter of credit facility provided by the Revolving Lenders under the Senior Facilities Agreement and any revolving facilities or letter of credit made available under any Revolving Facility Agreement,

"Revolving Facility Agreement" means the Senior Facilities Agreement and any other agreement pursuant to which Revolving Lenders make loans and other forms of credit available to members of the Group having the same priority and payment and security ranking as the Revolving Facility made available under the Senior Facilities Agreement,

"Revolving Facility Documents" means the Finance Documents and each document relating to indebtedness permitted by the Debt Documents with the same priority and payment and security ranking as the Revolving Facility,

"Revolving Lender" means each Lender, any bank, financial institution, trust, fund or other entity which has become an issuing bank, ancillary lender, fronting ancillary lender, fronted ancillary lender and any other lender from time to time under the Revolving Facility Documents,

"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by each Debtor and by each other grantor of Transaction Security to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity,

"Secured Parties" means the Security Trustee, any Receiver or Delegate, each of the Revolving Agents, the Arrangers and the Senior Creditors from time to time but, in the case of each Representative, Arranger, Revolving Lender or Hedge Counterparty, only if it is a party to the Intercreditor Agreement or (in the case of a Representative, a Revolving Lender or Hedge Counterparty) has acceded to the Intercreditor Agreement,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

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"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in the Debenture, with those amendments which the Security Agent may approve or reasonably require or as necessary to reflect the agreed security principles,

"Security Documents" means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors or any other grantor of Transaction Security creating any guarantee, indemnity, Security or other assurance against financial loss 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,

"Security Agent" means ING Bank NV, London Branch,

"Security Trustee" means ING Bank NV, London Branch,

"Senior Creditors" means the Super Senior Creditors and the Senior Secured Creditors,

"Senior Facilities Agreement" means the senior revolving facility agreement dated on or about the date hereof under which certain lenders have made available £80,000,000 of revolving credit facilities to the Parent and certain other members of the Group,

"Senior Finance Documents" means the Hedging Agreements, the Revolving Facility Documents and the Senior Secured Documents,

"Senior Secured Creditors" means the Senior Secured Noteholders, each Additional Senior Secured Creditor, each Hedge Counterparty to the extent that it is owed Non Priority Hedging Liabilities and each Senior Secured Trustee,

"Senior Secured Documents" means each Senior Secured Indenture, the Senior Secured Notes, the Senior Secured Security, the Senior Secured Note Guarantees, the Intercreditor Agreement and any Hedging Agreement to the extent that it is in respect of the Non Priority Hedging Liabilities,

"Senior Secured Indenture" means any indenture pursuant to which the Senior Secured Notes are issued (or any guarantees therefore are given) and includes any additional senior secured debt instrument,

"Senior Secured Issuer" means Care UK Health & Social Care plc,

"Senior Secured Liabilities" means the Liabilities owed by the Debtors or any other grantor of Transaction Security to the Senior Secured Creditors or any of them under or in connection with the Senior Secured Documents,

"Senior Secured Noteholders" means the holders, from time to time, of the Senior Secured Notes,

"Senior Secured Notes" means the Original Senior Secured Notes and any other Indebtedness incurred by Care UK Health & Social Care plc pursuant to an additional senior secured debt instrument (a) which is additional Indebtedness incurred in compliance with clause 8 (*New Money*

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Short particulars

and Refinancing) of the Intercreditor Agreement or (b) the proceeds of which are used to refinance, in whole or in part, any prior issue of Senior Secured Notes,

"Senior Secured Note Guarantees" means the guarantees granted in accordance with the Intercreditor Agreement in favour of the Senior Secured Creditors,

"Senior Secured Security" means the Transaction Security granted in accordance with the Intercreditor Agreement in favour of a Senior Secured Trustee for the benefit of the Senior Secured Creditors,

"Senior Secured Trustee" means Citibank N A , London Branch,

"Structural Intra Group Loan Agreements" means a loan by the Parent to Care UK Health & Social Care plc as specified in the Structure Memorandum,

"Structure Memorandum" means the structure paper describing the Group, prepared by KPMG LLP,

"Subordinated Creditor" means Care UK Health & Social Care Finance Limited,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 (but, in the case of the Parent or any other member of the Group, no Unrestricted Subsidiary shall be treated as a Subsidiary),

"Subsidiary Shares" means all shares owned by the Charging Company in its Subsidiaries including those listed in Annex 2 below (or, as the case may be, as specified in any relevant Security Accession Deed) but excluding any Excluded Subsidiary Shares,

"Super Senior Creditors" means (a) the Revolving Lenders and (b) the Hedge Counterparties to the extent that they are owed Priority Hedging Liabilities,

"Supplemental Legal Charge" means a legal charge substantially in the form in the Debenture, or any other form agreed to by the Security Agent and the Parent,

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under or pursuant to the Security Documents,

"Transaction Security Documents" means each of the documents listed as "Transaction Security Documents" in the Intercreditor Agreement together with any other document entered into by any person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Debtors under any of the Revolving Facility Documents or the Senior Secured Documents, and

"Unrestricted Subsidiary" means a member of the Group (other than the Senior Secured Issuer or an obligor) which is a limited liability company and which is designated as an "Unrestricted Subsidiary" pursuant to and in compliance with the provisions of the Original Senior Secured Notes as notified by the Parent to the Agent in accordance with the Senior Facilities Agreement

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Short particulars

PART 2

Short particulars of all property mortgaged or charged

- 1 Pursuant to clause 3 1 (*Fixed Charge*) of the Debenture the Charging Company, as security for the payment of the Indebtedness, charges in favour of the Security Agent with full title guarantee (subject to obtaining any necessary consent to any mortgage or fixed charge from any third party) the following assets, both present and future, from time to time owned by it or in which it has an interest
 - (a) by way of first legal mortgage the Premises, together with all buildings and fixtures (including trade fixtures) on, or forming part of, the Premises, as at the date of the Debenture,
 - (b) by way of first fixed charge
 - (i) all other interests (not charged under clause 3 1(a) of the Debenture) in the Premises, the buildings and fixtures (including trade fixtures) on, or forming part of, the Premises, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use the Premises and the benefit of all other agreements relating to the Premises,
 - (ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,
 - (iii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims,
 - (vi) all monies standing to the credit of its accounts (including the Collection Accounts but excluding the Excluded Accounts) with any bank, financial institution or other person and all rights related to those accounts,
 - (vii) all its Intellectual Property,
 - (viii) all rights and interest in the Hedging Agreements,
 - (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (x) its goodwill and uncalled capital, and
 - (xi) if not effectively assigned by clause 3 3 (*Security Assignment*) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements
- 2 Pursuant to clause 3 2 (*Floating Charge*) of the Debenture, as further security for the payment of the Indebtedness, the Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets (except the Excluded

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Subsidiary Shares and the Excluded Accounts) not effectively charged by way of first fixed charge pursuant to clause 3 1 (*Fixed Charge*) of the Debenture or assigned under clause 3 3 (*Security Assignment*) of the Debenture

3 Pursuant to clause 3 3 (*Security Assignment*) of the Debenture

(a) As further security for the payment of the Indebtedness, the Charging Company assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Charging Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Charging Company (or as it shall direct)

(b) Until the occurrence of a Declared Default, but subject to clause 8 6 (*Assigned Agreements*) of the Debenture, the Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements in the ordinary course of business

4 Pursuant to clause 3 4 (*Conversion of Floating Charge*) of the Debenture, if

(a) a Declared Default has occurred, or

(b) the Security Agent is reasonably of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Charging Company, convert the floating charge created under the Debenture into a fixed charge as regard those assets which it specifies in the notice. The Charging Company shall promptly following request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Charging Company than the Debenture and not so as to override any provision in the Debenture which provides that any asset is to be excluded from the fixed charges or assignments by virtue of any of the provisions of the Debenture

5 Pursuant to clause 3 5 (*Automatic Conversion of Floating Charge*) of the Debenture, if the Charging Company creates (or purports to create) any Security (except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

6 Pursuant to clause 3 6 (*Leases Restricting Charging*) of the Debenture

(a) There shall be excluded from the charge created by the Debenture any leasehold property referred to in Annex 1 below (or, as the case may be, as specified in any Security Accession Deed) and New Material Leasehold Property held by the Charging Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Charging Company from creating any charge or assignment over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) For each Excluded Property, the Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within twenty-one (21) days of the date of the Debenture and, in respect of each such Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours (for a reasonable amount of time) to obtain that consent as soon as possible and, if requested by the Security Agent, to keep the Security Agent informed of the progress of its negotiations but not required to take legal proceedings

(c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (*Fixed Charge*) of the Debenture. If required by the Security Agent at any time following receipt of that waiver or consent, the Charging Company will forthwith execute a Supplemental Legal Charge

7 Pursuant to clause 3.7 (*Intellectual Property Restricting Charging*) of the Debenture

(a) There shall be excluded from the charge created by the Debenture any Intellectual Property in which the Charging Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Charging Company from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained

(b) For each Excluded Intellectual Property, the Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of the Debenture and, in respect of any 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 reasonable amount of time) to obtain such consent as soon as possible and to keep, if requested by the Security Agent, the Security Agent informed of the progress of its negotiations

(c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent under clause 3.1 (*Fixed Charge*) of the Debenture. If required by the Security Agent, at any time following receipt of that waiver or consent, the Charging Company will forthwith execute a valid fixed charge in such form as the Security Agent shall reasonably require but consistent with the terms of the charges created under the Debenture

(d) Until the occurrence of a Declared Default, notwithstanding the fixed charge created by clause 3.1(b) (*Fixed Charge*) of the Debenture, the Charging Company is entitled to deal with Intellectual Property in the ordinary course of business of the Group as permitted under the Senior Facilities Agreement but subject always to the Senior Facilities Agreement and the Senior Secured Indenture

8 Pursuant to clause 3.8 (*Insurances Restricting Charging*) of the Debenture

(e) There shall be excluded from the charge created by the Debenture any Insurances in which the Charging Company has an interest which either precludes absolutely or conditionally (including requiring the consent of any third party) the Charging Company from creating any charge or assignment over its interest in that Insurance (each an "Excluded Insurance Policy") until the relevant condition or waiver has been satisfied or obtained

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (f) For each Excluded Insurance Policy, the Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of the Debenture and, in respect of any Excluded Insurance Policy which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours (for a reasonable amount of time) to obtain such consent as soon as possible and to keep, if requested by the Security Agent, the Security Agent informed of the progress of its negotiations
- (g) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Insurance Policy shall stand charged to the Security Agent under clause 3.1 (*Fixed Charge*) of the Debenture. If required by the Security Agent, at any time following receipt of that waiver or consent, the Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require but consistent with the terms of the charges created under the Debenture

9 Pursuant to clause 3.9 (*Project Agreements Restricting Charging*) of the Debenture

- (a) There shall be excluded from the charge created the Debenture any Project Agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the relevant Project Company from creating any charge or assigning any of its rights or interest in that Project Agreement (each, an "Excluded Project Agreement") until the relevant condition or waiver has been satisfied or obtained
- (b) For each Excluded Project Agreement, the relevant Project Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of this deed and, in respect of each such Excluded Project Agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use reasonable endeavours (for a reasonable amount of time) to obtain that consent as soon as possible, if requested by the Security Agent, and to keep the Security Agent informed of the progress of its negotiations but not required to take legal proceedings
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Project Agreement shall stand charged to the Security Agent under clause 3.1 (*Fixed Charges*) of the Debenture and clause 3.3 (*Security Assignment*) of the Debenture. If required by the Security Agent at any time following receipt of that waiver or consent, the relevant Project Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require but consistent with the terms of the charges and assignments created under the Debenture
- (d) In the event that, despite using reasonable endeavours to obtain the consent or waiver as stipulated by clause 3.9(b) of the Debenture, the relevant waiver or consent is not obtained within sixty (60) Business Days of the date of this deed, the obligation to obtain the relevant consent or waiver shall cease

10 Pursuant to clause 3.10 (*Hedging Agreements Restricting Charging*) of the Debenture

- (a) There shall be excluded from the charge created by the Debenture any Hedging Agreements in which the Charging Company has an interest which either precludes absolutely or conditionally (including requiring the consent of any third party) the Charging Company from creating any charge over its interest in that Hedging Agreement

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(each an "Excluded Hedging Agreement") until the relevant condition or waiver has been satisfied or obtained

- (b) For each Excluded Hedging Agreement, the Charging Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen (14) days of the date of the Debenture and, in respect of any 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 reasonable amount of time) to obtain such consent as soon as possible and to keep, if requested by the Security Agent, the Security Agent informed of the progress of its negotiations
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Hedging Agreement shall stand charged to the Security Agent under clause 3.1 (*Fixed Charge*) of the Debenture. If required by the Security Agent, at any time following receipt of that waiver or consent, the Charging Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require but consistent with the terms of the charges created under the Debenture

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 3

Covenants and Restrictions

- 1 Pursuant to clause 6 (*Negative Pledge and Disposal Restrictions*) of the Debenture, the Charging Company may not
 - (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,
 - (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or
 - (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,except as permitted by the Senior Finance Documents or with the prior consent of the Security Agent
- 2 Pursuant to clause 8 2(a) (*Charged Property*) of the Debenture, subject to the Senior Finance Documents and the agreed security principles the Charging Company will observe and perform in all material respects all covenants and stipulations from time to time affecting the Charged Property in so far as the same are subsisting, make all payments, carry out all registrations or renewals and generally take all material steps which are necessary to preserve, maintain and renew when necessary all the Charged Property
- 3 Pursuant to clause 8 2(b) (*Forfeiture Notices*) of the Debenture, the Charging Company will give immediate notice to the Security Agent if it receives any notice under section 146 of the Law of Property Act 1925 or any proceedings are commenced against it for the forfeiture of any lease comprised in any Premises
- 4 Pursuant to clause 8 3 (*Collection of Book Debts and Other Debts*) of the Debenture
 - (a) The Charging Company will
 - (i) after the occurrence of a Declared Default, as agent for the Security Agent, collect all Book Debts and Other Debts charged to the Security Agent under the Debenture, pay the proceeds into a Collection Account forthwith on receipt and, pending that payment, hold those proceeds on trust for the Security Agent,
 - (ii) not charge, factor, discount or assign any of the Book Debts or Other Debts in favour of any other person, or purport to do so unless permitted by the Senior Finance Documents or with the prior consent of the Security Agent, and
 - (iii) where a Collection Account is not maintained with the Security Agent, use reasonable endeavours (for a reasonable amount of time) to procure that the bank with whom the Collection Account is maintained promptly signs and delivers to the Security Agent a letter substantially in the form set out in the Debenture

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (b) After the occurrence of a Declared Default, the Charging Company may not withdraw all or any monies from time to time standing to the credit of any Collection Account except with the prior consent of the Security Agent
- (c) Prior to the occurrence of a Declared Default, the proceeds of all Book Debts and Other Debts shall (subject to any restriction on the application of such proceeds contained in the Debenture or in the Senior Finance Documents), upon such proceeds being credited to a Collection Account be released from the fixed charges created pursuant to clause 3.1 (*Fixed Charge*) of the Debenture and the Charging Company shall be entitled to withdraw such proceeds from such Collection Account in the normal course of its business

5 Pursuant to clause 8.4 (*Title Documents*) of the Debenture, subject to the rights of any prior mortgagee, the Charging Company will

- (a) as soon as reasonably practicable deposit with the Security Agent (or as it shall reasonably direct) all deeds and documents of title relating to all Premises and if those deeds and documents are with Land Registry, will as soon as reasonably practicable deposit them with the Security Agent (or as it reasonably shall direct) upon their release,
- (b) promptly deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates other documents of title relating to the Subsidiary Shares listed in Annex 2 below or, as the case may be, in the corresponding schedule in the relevant Security Accession Deed together with stock transfer forms executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time, following the occurrence of a Declared Default to complete, under its power of attorney given by the Debenture, the stock transfer forms on behalf of the Charging Company in favour of itself or such other person as it shall select,
- (c) following the occurrence of a Declared Default, to promptly deposit with the Security Agent (or as it shall reasonably direct) all stock and share certificates and other documents of title relating to the Investments (other than the Subsidiary Shares) together with stock transfer forms (or equivalent) executed in blank and left undated on the basis that the Security Agent shall be able to hold such documents of title and stock transfer forms until the Indebtedness has been irrevocably and unconditionally discharged in full and shall be entitled, at any time following the occurrence of a Declared Default, to complete, under its power of attorney given by the Debenture, the stock transfer forms on behalf of the Charging Company in favour of itself or such other person as it shall select,
- (d) upon request, promptly provide to the Security Agent (or as it shall reasonably direct) copies of all Insurances for the time being charged under the Debenture, and
- (e) following a Declared Default, promptly deposit with the Security Agent (or as it shall reasonably direct) all other documents of title relating to the Charged Property which the Security Agent from time to time reasonably requires

6 Pursuant to clause 8.5 (*Voting and Distribution Rights*) of the Debenture

- (a) Until a Declared Default occurs
 - (i) the Charging Company shall be entitled to receive and retain all dividends, distributions and other monies paid on or derived from the Subsidiary Shares, and

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

(ii) the Charging Company shall be entitled to retain full control of and exercise all voting and other rights and powers attaching to the Subsidiary Shares provided that it shall not exercise any such voting rights or powers in a manner which adversely affects the validity or enforceability of the security created under the Debenture

(b) At any time when any Investments are registered in the name of the Security Agent or its nominee as a result of the enforcement of the security following the occurrence of a Declared Default, the Security Agent will not be under any duty to ensure that any dividends, distributions or other monies payable in respect of those Investments are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with the taking up of any (or any offer of any) stocks, shares, rights, monies or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for, any of those Investments

7 Pursuant to clause 8.6 (*Assigned Agreements*) of the Debenture, the Charging Company will, subject to and save as may be permitted under the provisions of the Senior Finance Documents

(a) not make or agree to make any material amendments to the Assigned Agreements, waive any of its material rights under the Assigned Agreements or exercise any right to terminate any of the Assigned Agreements, in a way which would be reasonably expected to materially and adversely affect the interests of the Secured Parties except with the prior consent of the Security Agent (acting reasonably and promptly), and

(b) promptly after the execution of the Debenture (or, in respect of any Assigned Agreement or Hedging Agreement designated as such after the date of execution of the Debenture, promptly after the applicable designation date) or upon the granting of consent from any relevant third party give notice to the other parties to the Assigned Agreements and Hedging Agreements that it has assigned its rights under the applicable Assigned Agreement or Hedging Agreement to the Security Agent under the Debenture. Such notice will be given in substantially the form set out in the Debenture. The Charging Company will use reasonable endeavours (for a reasonable amount of time) to procure that each party served with any such notice countersigns and returns the notice to the Security Agent within fourteen (14) days of the execution of the Debenture (or, as the case may be, execution of the relevant Assigned Agreement or Hedging Agreement)

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 8 Pursuant to clause 8 7 (*Retention of Documents*) of the Debenture, the Security Agent may retain any document delivered to it under clause 8 4 (*Title Documents*) of the Debenture or otherwise until the security created by the Debenture is released and, if for any reason it ceases to hold any such document before that time, it may by notice to the Charging Company require (acting reasonably) that the relevant document be redelivered to it and the Charging Company shall promptly comply (or procure compliance) with that notice
- 9 Pursuant to clause 8 8 (*Power to Remedy*) of the Debenture, if the Charging Company fails to comply with any covenant set out in clauses 8 2 (*General Undertakings*) to 8 7 (*Retention of Documents*) of the Debenture (inclusive) and that failure is not remedied to the satisfaction of the Security Agent within fourteen (14) days (acting reasonably), it will allow (and irrevocably authorises) the Security Agent or any person which the Security Agent nominates (each acting reasonably) to take any action on behalf of the Charging Company which is necessary to ensure that those covenants are complied with
- 10 Pursuant to clause 8 9 (*Indemnity*) of the Debenture, the Charging Company will indemnify the Security Agent against all losses properly and reasonably incurred by the Security Agent as a result of a breach by the Charging Company of its obligations under the Debenture (inclusive) and in connection with the exercise by the Security Agent of its rights contained in the Debenture, save for any losses arising as a result of the Security Agent's gross negligence, wilful misconduct or breach of obligation All sums the subject of this indemnity will be payable by the Charging Company to the Security Agent within three (3) Business Days of demand and if not so paid will bear interest at the Default Rate Any unpaid interest will be compounded with monthly rests

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<div data-bbox="804 383 914 409">ANNEX 1</div> <div data-bbox="507 445 1211 477"><u>Freehold and leasehold property owned by the Charging Company</u></div>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ANNEX 2

Subsidiary Shares

Charging Company	Subsidiary	Number and Class of Shares
Haven Services Limited, registered number 1941650	Care UK Community Care Agency Ltd	100 ordinary shares of £1 each 1 ordinary A share of £1
	Direct Manpower Ltd	100 ordinary shares of £1 each
	Care UK Homecare Ltd	501 £1 ordinary-A shares 499 £1 ordinary-B shares
	Pro-Pharm Consultants Ltd	3,000 ordinary shares of £1 each

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<div data-bbox="804 383 917 409">ANNEX 3</div> <div data-bbox="751 448 968 474"><u>Collection Accounts</u></div>	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ANNEX 4

Project Agreements



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1941650
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 21 JULY 2010
AND CREATED BY HAVEN SERVICES LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
OR ANY OTHER OBLIGOR TO ANY SECURED PARTY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 26 JULY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 AUGUST 2010

P



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**