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CHFP025

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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number



3196506

Name of company

* NOVACARE (UK) LIMITED (the "Company")

Date of creation of the charge

17 December 1999

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

A debenture (the "Debenture") executed in respect of a £45,500,000 senior credit agreement and dated 17 December 1999 and made between the Company and Barclays Bank PLC as agent and security agent (the "Security Agent") for and on behalf of the Beneficiaries on the terms and conditions set out in the Intercreditor Deed.

Amount secured by the mortgage or charge

The Company has covenanted with the Security Agent on behalf of the Beneficiaries that it shall on demand of the Security Agent discharge all obligations which the Obligor may at any time have to the Security Agent (whether for its own account or on behalf of the Beneficiaries) or any of the other Beneficiaries under or pursuant to the Finance Documents (including the Debenture) including any liability in respect of any further advances made, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by the Obligor to the Security Agent (whether for its own account or on behalf of the Beneficiaries) or any of the other Beneficiaries in respect of such liabilities.

See attached Schedule 1 for definitions.

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

Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London E14 4PU, as agent and security agent for and on behalf of the Beneficiaries on the terms and conditions set out in the Intercreditor Deed.

Postcode E14 4PU

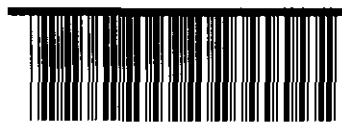
Presenter's name address and
reference (if any):

Clifford Chance
200 Aldersgate Street
London
EC1A 4JJ
Ref: RJG/AKU/B1738/05680/AJ1
London-2/533303/01

Time critical reference

For official Use
Mortgage Section

Post room



PMO
COMPANIES HOUSE

0085
23/12/99

Fixed Charges

The Company has charged with full title guarantee in favour of the Security Agent on behalf of the Beneficiaries as security for the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as relates to land in England and Wales vested in the Company shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:

- (i) the Tangible Moveable Property;
- (ii) the Accounts;
- (iii) the Intellectual Property;
- (iv) any goodwill and rights in relation to the uncalled capital of the Company;
- (v) the Investments;
- (vi) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights.

See Continuation Sheet, Page 4.

Particulars as to commission allowance or discount (note 3)

None

Signed Atford Anne

Date 3/3/7

On behalf of ~~[company]~~ ~~[mortgagee]~~ / chargee) †

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Please do not write in this margin

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHFP025

Please complete
legibly, preferably
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bold block lettering

Company Number

3196506

Name of Company

NOVACARE (UK) LIMITED (the "Company")

Limited*

* delete if
inappropriate

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

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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bold block lettering**

Assignments

The Company has assigned with full title guarantee to the Security Agent on behalf of the Beneficiaries as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in all rights and claims in relation to any Assigned Account.

Floating Charge

The Company has charged with full title guarantee in favour of the Security Agent on behalf of the Beneficiaries as security for the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, other than any assets validly and effectively charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Security Agent as security for the Secured Obligations.

The Debenture contains covenants for further assurance and a negative pledge.

Please complete
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SCHEDULE 1 TO FORM 395 DEFINITIONS

In this form:

"Account" means any credit balance from time to time on any account opened or maintained by the Company with the Security Agent or any other financial institution and all Related Rights.

"Additional Borrower" means any company which has become an Additional Borrower in accordance with Clause 36 (*Additional Borrowers*) of the Senior Credit Agreement.

"Additional Guarantor" means any company which has become an Additional Guarantor in accordance with Clause 37 (*Additional Guarantors*) of the Senior Credit Agreement.

"Agent" means Barclays Bank PLC.

"Arranger" means Paribas.

"Assigned Account" means any Account that may from time to time be identified in writing as an Assigned Account by the Security Agent.

"Bank" means any financial institution:

- (a) named in Schedule 1 (*The Banks*) to the Senior Credit Agreement; or
- (b) which has become a party hereto in accordance with the provisions of Clause 35.4 (*Assignments by Banks*) of the Senior Credit Agreement or Clause 35.5 (*Transfers by Banks*) of the Senior Credit Agreement,

and which has not ceased to be a party hereto in accordance with the terms hereof.

"Beneficiaries" means each of the Senior Agent, Security Agent, Arranger, Senior Lenders, Hedge Counterparties, Mezzanine Agent and the Mezzanine Lenders.

"Borrower" means the Original Borrower and each Additional Borrower, **provided that** such company has not been released from its rights and obligations under the Senior Credit Agreement in accordance with Clause 36.3 (*Resignation of a Borrower*) of the Senior Credit Agreement.

"Borrower Accession Memorandum" means a memorandum substantially in the form set out in Schedule 6 (*Form of Borrower Accession Memorandum*) to the Senior Credit Agreement.

"Finance Documents" means the Senior Credit Agreement, any Borrower Accession Memorandum or Guarantor Accession Memorandum, the fee letters referred to in Clauses 26.3 (*Arrangement Fee*), 26.4 (*Agency Fee*) and 26.5 (*Underwriting Fee*) of the Senior Credit Agreement, the Security Documents, the Intercreditor Deed, Mezzanine Warrant Instrument, the Hedging Agreements entered into by a Bank (but not any other financial institution) and any documents evidencing the terms of any other agreement or document that may be entered

into or executed pursuant to any of the foregoing by any Obligors and any other document which is designated a "**Finance Document**" in writing signed by the Parent and the Agent.

"**Group**" means the Parent and its subsidiaries for the time being.

"**Guarantor Accession Memorandum**" means a memorandum substantially in the form set out in Schedule 7 (*Form of Guarantor Accession Memorandum*) to the Senior Credit Agreement.

"**Guarantors**" means each of the Original Guarantors and each Additional Guarantor.

"**Hedge Counterparty**" means a Bank which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the provisions thereof.

"**Hedging Agreements**" means each of the agreements entered into or to be entered into between the Group member(s) approved by the Agent and a Hedge Counterparty for the purpose of hedging interest rate liabilities in accordance with Clause 23.34 (*Hedging*) of the Senior Credit Agreement.

"**Initial Investor**" means Triumph Partners III, L.P. and each of its permitted successors, assigns or transferees.

"**Insurance Policy**" means any policy of insurance in which the Company may from time to time have an interest.

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

"**Intercreditor Deed**" means the intercreditor deed dated 17 December 1999 made between the Security Agent, the Senior Agent, the Arranger, the Senior Lenders (as listed and defined in the Intercreditor Deed), the Hedge Counterparties (as listed and defined in the Intercreditor Deed), the Mezzanine Agent, the Mezzanine Lenders (as listed and defined in the Intercreditor Deed), Triumph Partners III, L.P. and others as Subordinated Noteholders (as defined in the Intercreditor Deed), the Company as the Mirror Noteholder (as defined in the Intercreditor Deed) and others.

"**Investments**" means any stocks, shares, debentures, securities and other investments, assets, rights or interests falling within Part I of Schedule 1 to the Financial Services Act 1986 (as in force at the date hereof but so that the exceptions in the notes to paragraphs 2 and 5 and note (1) to paragraph 8 of that Part shall not apply) (but not including the Shares) whether held directly by or to the order of the Company or by any Security Agent, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Agent, fiduciary or clearance system).

"**Mezzanine Agent**" means Paribas.

"Mezzanine Lenders" means each of the parties specified in Schedule 3 (*The Mezzanine Lenders*) to the Intercreditor Deed and any other party, upon their acquiring by way of subrogation, assignment, transfer or novation any right or interest in the Mezzanine Liabilities (as defined under the Intercreditor Deed).

"Mezzanine Warrant Instrument" means the mezzanine warrant instrument executed as a deed dated of even date hereof by the Original Borrower and any other document or agreement entered into or executed in connection with such instrument or the rights set out therein.

"Mirror Notes" means the mirror loan notes constituted by the Securities Purchase Agreement.

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

"Obligor" means Transworld Healthcare (UK) Limited.

"Original Borrower" means Transworld Healthcare (UK) Limited.

"Original Guarantors" means Transworld Holdings (UK) Limited, Transworld Healthcare (UK) Limited, Omnicare Limited, Allied Medicare Limited, Amcare Limited, Allied Oxycare Limited and Novacare (UK) Limited.

"Parent" means the Company.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

"Secured Obligations" means all obligations covenanted to be discharged by the Company in Clause 2.1 (*Covenant to Pay*) of the Debenture.

"Securities Purchase Agreement" means the loan note instrument made by the Parent constituting up to £22,600,000 senior subordinated loan notes, 9.375% due 2007 and by the Original Borrower constituting up to £22,600,000 senior subordinated mirror notes, 9.375% due 2007.

"Security Documents" means each of the debentures by each of the Parent, Borrower and the Guarantors together with any other document entered into by any member of the Group creating or evidencing security for all or any part of the obligations of the Parent, Borrower and the Guarantors or any of them under any of the Finance Documents whether by way of personal covenant, charge, security interest, mortgage, pledge or otherwise and as referred to in Part I Section E of Schedule 3 (*Conditions Precedent*) to the Senior Credit Agreement.

"Senior Agent" means Barclays Bank PLC.

"Senior Credit Agreement" means the senior credit agreement dated 17 December 1999 and made between the Company, the Security Agent, the Senior Agent, the Arranger and the Senior Lenders.

"Senior Lenders" means each of the banks and financial institutions specified in Schedule 1 (*The Senior Lenders*) to the Intercreditor Deed and any other bank or financial institution upon their acquiring by way of subrogation, assignment, transfer or novation any right or interest in the Senior Liabilities (as defined under the Intercreditor Deed);

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

"TW US" means Transworld Healthcare, Inc., a company incorporated in the state of New Jersey, United States of America.

"Voting Trust Agreement" means the voting trust agreement dated on or about the date hereof and made between the Parent, the Initial Investor, the Original Borrower, TW US and the trustee.

"Voting Trust Certificates" means the certificates issued by the trustee pursuant to the Voting Trust Agreement representing the Company's interest in the Shares.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03196506

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th DECEMBER 1999 AND CREATED BY NOVACARE UK LIMITED FOR SECURING ALL OBLIGATIONS OF TRANSWORLD HEALTHCARE (UK) LIMITED (THE OBLIGOR) TO BARCLAYS BANK PLC AS AGENT AND SECURITY AGENT FOR AND ON BEHALF OF THE BENEFICIARIES ON THE TERMS AND CONDITIONS SET OUT IN THE INTERCREDITOR DEED UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (INCLUDING THE DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 2000.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E