

## Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

Name of company

\* Chiltern Care Holdings Limited (the "Acceding Company")

Date of creation of the charge

4 November 2005

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

Deed of Accession to a debenture dated 29 September 2005 and made between (1) the Charging Companies and (2) the Security Trustee (the "Debenture")

Amount secured by the mortgage or charge

All obligations at any time due, owing or incurred by any Obligor under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity) (the "Secured Obligations")

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

The Royal Bank of Scotland plc (as security trustee for the Secured Parties) (the "Security Trustee")  
36 St Andrew Square, Edinburgh

Postcode EH2 2YB

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

DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London  
EC2V 7EE

LJH/68860/120300

Time critical reference

For official Use (02/00)  
Mortgage Section

Post room



A33  
COMPANIES HOUSE

421  
11/11/2005

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

\*insert full name of Company

256069/39

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## FIXED SECURITY

### Fixed charges

The Acceding Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

1. by way of first fixed legal mortgage:

(a) the Property specified in part 1 of the schedule hereto (Details of Security Assets); and

(b) all other Property (if any) at 4 November 2005 vested in, or charged to, such Charging Company (not charged by clause 4.1.1(a) of the Debenture);

See continuation sheet

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Particulars as to commission allowance or discount (note 3)

Nil

Signed OLA Roper Rudman Gray LLP

Date 10 November 2005

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

### Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as  
appropriate

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

In this form:-

**"Account"** means each of:

- (i) the Deposit Account;
- (ii) the General Account;
- (iii) the Rent Account; and
- (iv) the Top Up Account; (all as more particularly defined in the Facilities Agreement)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 of the Debenture (Security assignments).

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities.

**"Charged Securities"** means:

- (a) the securities specified in part 2 of the schedule hereto (Details of Security Assets); and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 4 November 2005) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time.

**"Charging Companies"** means:

- (a) the Initial Charging Company; and
- (b) any other company which accedes to the Debenture pursuant to an Accession Deed (as more particularly defined in the Debenture).

**"Event of Default"** means any event or circumstance specified as such in clause 24 of the Facilities Agreement (Events of Default);

**"Facilities Agreement"** means a facility agreement dated 28 September 2005 and made between Loyd's Nursing Homes UK Limited as **"Company"** (1), the companies listed in part 1 of schedule 1 to it as **"Original Guarantors"** (2), the Security Trustee as **"Arranger"** (3), the banks and financial institutions listed in parts 2 and 3 of schedule 1 thereto as **"Original Lenders"** (4), the Security Trustee as **"Agent"** (5), and the Security Trustee as Security Trustee (6), pursuant to which the Original Lenders agreed to make certain facilities available to the Company.

See continuation sheet

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

*Please complete  
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2. by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by clause 4.1.1 of the Debenture);
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
- (c) the benefit of any rental deposit given or charged to the Charging Company by any occupier of the Property.

3. by way of first fixed charge all plant and machinery (not charged by clause 4.1.1 or 4.1.2 of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;

4. by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.3 of the Debenture); and
- (b) the benefit of all contracts, licences and warranties relating to the same,

5. by way of first fixed charge:

- (a) the Charged Securities referred to in part 2 of the schedule hereto (Details of Security Assets);
- (b) all other Charged Securities (not charged by clause 4.1.5(a) of the Debenture),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

6. by way of first fixed charge (insofar as not charged by clause 4.1.1 or 4.1.2 of the Debenture the Rental Income);

7. by way of first fixed charge:

- (a) each Account other than the General Account and all monies at any time standing to the credit of each Account;
- (b) all accounts of such Charging Company other than the General Account with any bank, financial institution or other person at any time (not charged by clause 4.1.7(a) of the Debenture) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

8. by way of first fixed charge the Intellectual Property (if any);

9. to the extent that any Assigned Asset is not effectively assigned under clause 4.2 of the Debenture (Security assignments), by way of first fixed charge such Assigned Asset;

See continuation sheet

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

**"Finance Document"** means:

- (i) any Accession Deed;
- (ii) the Facilities Agreement;
- (iii) any Fee Letter;
- (iv) any Hedging Agreement;
- (v) the Intercreditor Deed;
- (vi) the Security Documents;
- (vii) each Utilisation Request; and
- (viii) any other document designated as such by the Agent and the Company; (all terms as more particularly defined in the Facilities Agreement)

**"General Account"** means a current account:

- (i) held by the Company with the Account Bank (as more particularly defined in the Facilities Agreement);
  - (ii) identified in a letter between the Company and the Agent as the General Account;
  - (iii) subject to Security in favour of the Security Trustee which Security is in form and substance satisfactory to the Agent and Security Trustee (acting reasonably, having regard to the form of the Security Documents); and
  - (iv) from which withdrawals may be made by the Company while no Default has occurred and is continuing,
- (as the same may be redesignated, substituted or replaced from time to time);

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty (as more particularly defined in the Facilities Agreement) for the purpose of hedging interest rate liabilities in relation to all or part of the Facilities (as defined in the Facilities Agreement) in accordance with the Facilities Agreement;

**"Initial Charging Company"** means Loyd's Nursing Homes UK Limited;

**"Insurances"** means all policies of insurance which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation, the policies of insurance (if any) specified in part 5 of the schedule hereto (Details of Security Assets)).

**"Intellectual Property"** means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to:

- (a) patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names; and

See continuation sheet

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

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10. by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(a) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Charging Company or the use of any of its assets; and

(b) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it; and

11. by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company.

### **Security assignments**

The Acceding Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

1. the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;

2. the Insurances, all claims under the Insurances and all proceeds of the Insurances;

3. the Rental Income, all rights and remedies in connection with the Rental Income and all proceeds and claims arising therefrom (to the extent not validly charged by clause 4.1 of the Debenture);

4. the Hedging Agreements; and

5. all other Receivables (not assigned under clause 4.2.1 to 4.2.4 of the Debenture).

To the extent that any Assigned Asset described in clause 4.2.2 of the Debenture 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 Charging Company to any proceeds of the Insurances.

### **FLOATING CHARGE**

The Acceding Company charges and agrees to charge by way of first floating charge all of its present and future:

1. assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges), clause 4.2 (Security assignments) or any other provision of the Debenture;

2. (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland; and

3. the General Account.

See continuation sheet

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 3  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

(b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) above;

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in black type, or  
bold block lettering*

**"Obligor"** means:

- (i) the Initial Charging Company; and
- (ii) each Owner; and
- (iii) each Guarantor; (all terms as more particularly defined in the Facilities Agreement)

**"Permitted Disposal"** means:

- (i) a Disposal at arm's length to which the Agent has given its prior written consent; and
- (ii) a sale of the whole or any of the Properties at arm's length if the following conditions are satisfied:
  - (A) the provisions of clauses 7.2, 7.3 and 7.4 of the Facilities Agreement are complied with;
  - (B) no Default has occurred and is continuing;
  - (C) no Default is in the opinion of the Agent acting reasonably likely to occur as a result of the said sale; and
  - (D) Disposal Proceeds are paid into the Deposit Account.(all terms as more particularly defined in the Facilities Agreement)

**"Permitted Security"** means:

- (i) Security created under the Security Documents (as more particularly defined in the Facilities Agreement); or
- (ii) a lien arising by the operation of law in the ordinary course of its trading on its assets other than any of the Properties which is in any event discharged within thirty days;

**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (Details of Security Assets)), together with:

- (a) all buildings and fixtures (including trade fixtures) belonging to the Charging Company but not for the avoidance of doubt and tenant's or trade fixture or fitting belonging to any tenant or undertenant of the Charging Company or in respect of which any such tenant or undertenant of the Charging Company has a right to remove) and fixed plant and machinery at any time thereon;
- (b) all easements, rights and agreements in respect thereof;
- (c) all proceeds of sale of the Charging Company's interest in the whole or any part of that property; and
- (d) the benefit of all covenants given in respect thereof.

See continuation sheet

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

*Please complete  
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## **CONVERSION OF FLOATING CHARGE**

### **Conversion by notice**

The Security Trustee may, by written notice to a Charging Company, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of such Charging Company specified in the notice if:

1. an Event of Default has occurred and is continuing; or
2. the Security Trustee (acting reasonably) considers any Security Assets (whether or not those specified in the notice) to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

### **Small companies**

The floating charge created under the Debenture by any Charging Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Charging Company.

### **Automatic conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

1. in relation to any Security Asset which is subject to a floating charge if:
  - (a) such Charging Company creates (or attempts or purports to create) any Security Interest (other than a Permitted Security Interest) on or over the relevant Security Asset without the prior written consent of the Security Trustee; or
  - (b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
2. over all Security Assets of a Charging Company which are subject to a floating charge if an administrator is appointed in respect of such Charging Company or the Security Trustee receives notice of intention to appoint such an administrator.

### **Partial conversion**

The giving of a notice by the Security Trustee pursuant to clause 6.1 (Conversion by notice) in relation to any class of assets of any Charging Company shall not be construed as a waiver or abandonment of the rights of the Security Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

## **CONTINUING SECURITY**

### **Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

See continuation sheet

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

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bold block lettering*

Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

~~XXXXXX~~

\* delete if  
inappropriate

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

**"Receivables"** means all present and future sums due to any Charging Company under any Hedging Agreement book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

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legibly, preferably  
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(a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(b) all proceeds of any of the foregoing.

**"Related Rights"** means, in relation to any Charged Security:

(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) below;

(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**"Relevant Contract"** means each agreement specified in part 3 of schedule 4 hereto (Details of Security Assets) together with each other agreement supplementing or amending or novating or replacing the same.

**"Rental Income"** means all amounts payable to or for the benefit of an Owner arising from the letting, use or occupation of the Properties including (but without double counting):

(i) rents, licence fees and equivalent sums reserved or made payable;

(ii) sums which any Owner withdraws from any deposit held as security for performance of any Tenant's obligations (but not sums which the Owner is entitled to withdraw prior to the actual withdrawal);

(iii) any other moneys payable in respect of use and/or occupation;

(iv) any sum allowed or apportionment made in respect of rent in favour of the purchaser of any of the Properties;

(v) Loss of Rent Insurance Proceeds;

(vi) VAT;

(vii) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, any of the Properties (but not for the avoidance of doubt sums paid in reimbursement of professional fees in connection with an application for a consent or approval from a Tenant);

See continuation sheet



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

*Please complete  
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## **UNDERTAKINGS BY THE CHARGING COMPANIES**

### **Negative pledge and disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Trustee:

1. create or permit to subsist any Security Interest on any Security Asset except a Permitted Security;  
or
2. sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

### **GRANT OF SECURITY**

#### **Nature of security**

All Security Interests and dispositions created or made by or pursuant to the Debenture are created or made:

1. in favour of the Security Trustee;
2. with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
3. as continuing security for payment of the Secured Obligations.

#### **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 5  
to Form No 395 and 410 (Scot)

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Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

XXXXXX

\* delete if  
inappropriate

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

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

Please complete  
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(viii) proceeds paid for a breach of covenant under any occupational lease and for expenses incurred in relation to any such breach;

(ix) any contribution to a sinking fund paid by a Tenant;

(x) any contribution by a Tenant of any of the Properties to ground rent due under any lease out of which any Owner derives its interest in any of the Properties;

(xi) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

(xii) interest, damages or compensation in respect of any of the items in this definition;  
(all terms as more particularly defined in the Facilities Agreement)

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement (as defined in the Facilities Agreement).

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture.

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

**"Security Period"** means the period beginning on 29 September 2005 and ending on the date on which:

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents.

See continuation sheet

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## Particulars of a mortgage or charge (continued)

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Continuation sheet No 6  
to Form No 395 and 410 (Scot)

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Company Number

03295752

Name of Company

Chiltern Care Holdings Limited (the "Acceding Company")

XXXXXX

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

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

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**SCHEDULE**

**Details of Security Assets**

**Part 1 - Property**

Registered land		
Charging Company	Address	Title Number
Chiltern Care Holdings Limited	The Crown, High Street, Harwell	ON105970

**Part 2 - Charged Securities**

None

**Part 3 - Intellectual Property**

None

**Part 4 - Relevant Contracts**

None

**Part 5 - Insurances**

Acceding Company	Insurer	Insured risks	Policy Number
Chiltern Care Holdings Limited	Zurich Insurance	Buildings, landlord's contents, and loss of rent	AM535857

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

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03295752

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED THE 4th NOVEMBER 2005 AND CREATED BY CHILTERN CARE HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY OBLIGOR TO THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th NOVEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th NOVEMBER 2005.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

P.J.L.