

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

8111

4076355

Name of company

* LAKEWOOD LIMITED

Date of creation of the charge

13 June 2006

1 JUNE 2006

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

Standard Security

Amount secured by the mortgage or charge

all present and future obligations and liabilities whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever of the Borrowers to all or any of the Secured Parties under each Finance Document. See paper apart for definitions.

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

Deutsche Bank AG, London Branch of Winchester House, 1 Great Winchester Street, London (in its capacity as Security Trustee and agent for the Secured Parties) and its successors as security trustee

Postcode EC2N 2DB

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

McGrigors

Princes Exchange

1 Earl Grey Street

Edinburgh

EH3 9AQ

EYM/IJL/DE0711.000021

Time critical reference

For official Use (06/2005)

Mortgage Se



Short particulars of all the property mortgaged or charged

Care Home at 20 Afton Road, Stevenston, Ayrshire, KA20 3HA (Title Number AYR16781)

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed



Date 27 June 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as
appropriate

Notes

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

Paper Apart

"Assignations of Rents" means the assignations of rental income received in relation to the Scottish Properties by the relevant Obligor in favour of the Security Trustee in the agreed form.

"Credit Agreement" means the agreement between Deutsche Bank AG, London Branch (as "Original Lender", Deutsche Bank AG, London Branch (as "Security Trustee"), Deutsche Bank AG, London Branch (as "Facility Agent") and The Holmes Care Limited, Tower Bridge Homes Care Limited and Lakewood Limited (as "Borrowers")

"Debenture" means a debenture executed or to be executed by each Obligor in favour of the Security Trustee in the agreed form.

"Duty of Care Agreement" means a duty of care agreement in the agreed form entered into or to be entered into between the Security Trustee and the Managing Agents in relation to the management of the Properties or any of them.

"Finance Document" means each and all of the Credit Agreement, each Transfer Certificate (as defined in the Credit Agreement), the Duty of Care Agreement (as defined in the Credit Agreement), the Fees Letter (as defined in the Credit Agreement) and the Security Documents (as defined in the Credit Agreement), the Subordination Agreement (as defined in the Credit Agreement, and any other document designated as such by the Facility Agent and the Borrowers

"Fees Letter" means the letter dated on or about the date of the Credit Agreement from the Facility Agent to the Borrowers relating to certain fees payable to the Facility Agent and the Lenders in relation to the Credit Agreement and being described on its face as the "Fees Letter".

"Finance Party" means the Security Trustee, a Lender or the Facility Agent.

"Guarantors" means Tower Bridge Homes Care Limited, Holmes Care Limited and Tower Bridge Homes Care Limited.

"Lender" means:

- (a) the Original Lender; and
- (b) any bank, building society, financial institution or other entity which has become a Finance Party in accordance with Clause 25 of the Credit Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Credit Agreement.

"Liabilities" means all present and future sums, liabilities and obligations payable or owing by the Obligors (whether actual or contingent, jointly or severally or otherwise howsoever).

"Managing Agents" means such managing agents as may be appointed by the Obligors in respect of the Properties with the prior written approval of the Facility Agent.

"Obligor" means any Borrower or Guarantor.

"Properties" means the properties listed in Schedule 1 of the Credit Agreement all as more particularly described in the relevant Debenture or Standard Security (but excluding any Property which is released from the relevant Debenture or Standard Security pursuant to Clause 17.10 of the

Credit Agreement on the execution of a deed of release and "**Property**" shall mean any one or more of the Properties from time to time as the context admits.

"**Scottish Properties**" means properties numbered 1-4 in Schedule 1 of the Credit Agreement, as described more particularly in the Standard Securities.

"**Security Document**" means each and all of:

- (a) each Debenture
- (b) each Share Charge
- (c) each Standard Security
- (d) each Assignment of Rents; and
- (e) any guarantee and any document creating security executed and delivered after the date of the Credit Agreement as security for any of the Liabilities of the Obligors to any of the Secured Parties.

"**Secured Parties**" means Deutsche Bank AG, London Branch, the Lenders, the Security Trustee and any other party designated in writing as a Secured Party from time to time by the Lenders and their respective successors and assignees.

"**Share Charge**" means each charge over the shares in an Obligor executed or to be executed by the Shareholders in the agreed form.

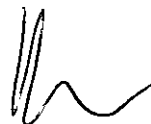
"**Shareholders**" means Indumati Lakhani, Shiraz Lakhani and The Holmes Care (Group) Limited (incorporated in England number 5794940) (as current or future shareholders in respect of Holmes Care) and Holmes Care and Mr Mahmood Lakhani (in respect of Tower Bridge and Lakewood).

"**Standard Securities**" means the standard securities over each of the Scottish Properties granted by the relevant Obligor in favour of the Security Trustee in the agreed form.

"**Subordinated Lender**" means Care Cottage Limited, incorporated under the laws of England and Wales with registered number 02985344 and having its registered office at 435 St Mary's Lane, Upminster, Essex RM14 3NU

"**Subordination Agreement**" means a subordination agreement executed or to be executed by Holmes Care, the Subordinated Lender and the Security Trustee in the agreed form.

"**Transfer Certificate**" means a transfer certificate in substantially the form set out in Schedule 5 of the Credit Agreement or any other form agreed between the Facility Agent and the Borrowers



M

COMPANIES FORM No. 398

398

Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not
write in
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

Company number

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

4076355

Name of company

* LAKEWOOD LIMITED

* insert full name
of company

IAN JAMES GRAEME LYALL

of PRINCES EXCHANGE, 1 EARL GREY STREET, EDINBURGH, EH3 9AQ

§ give date and
parties to charge

certify that the charge § BY LAKEWOOD LIMITED IN FAVOUR OF DEUTSCHE BANK AG, LONDON
BRANCH DATED 1 JUNE 2006

of which a true copy is annexed to this form was presented for registration on 13 JUNE 2006

† delete as
appropriate

in [Scotland] ~~XXXXXXXXXX~~

Signed

John G. Lyall, Partner, McLaren

Date

27/06/06

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

McGrigors
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ
DX ED 723301 Edinburgh 43
EYM/IJL/DE0711.000021

For official Use
Mortgage Section

Post room

Notes

The address for the Registrar of Companies is:-

Companies House
Crown Way
Cardiff
CF14 3UZ

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04076355

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON THE 01/06/06 AND DATED THE 1st JUNE 2006 AND CREATED BY LAKEWOOD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWERS TO ALL OR ANY OF 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 28th JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JULY 2006.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES