

# M

CHFP025

Please do not  
write in  
this margin

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 £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

COMPANIES HOUSE

Company number

4785303

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

For official use

Name of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

Date of creation of the charge

5 October 2005

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

SECURITY ACCESSION DEED dated 5 October 2005 between the New Charging Company, the  
Parent and the Security Agent (the "Deed of Accession")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any  
other Obligor under any 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 and including all liabilities in connection with any  
notes, bills or other instruments accepted by any Secured Party under or in connection with the  
Finance Documents for or at the request of an Obligor and all losses incurred by any Secured Party  
in connection therewith except for any money or liability which, if it were so included, would cause the  
infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

Continued on Addendum 2/4

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

THE ROYAL BANK OF SCOTLAND PLC, 135 Bishopsgate, London as security trustee for itself and  
the other Secured Parties (the "Security Agent")

Postcode EC2M 3UR

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

Ashurst  
Broadwalk House  
5 Appold Street  
London EC2A 2HA

JYT/R546.00477/3833256

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



A10  
COMPANIES HOUSE

MAC66Q9JG

447  
15/10/2005

Short particulars of all the property mortgaged or charged

1. ACCESSION

The New Charging Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 5 October 2005 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2. CHARGING CLAUSE

2.1 Fixed Charges

The New Charging Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 5 October 2005 and future, from time to time owned by it or in which it has an interest:

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 1 of the Deed of Accession, as set out in schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on that property; and

Continued on Addendum 4/4

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)

N/A

Signed

*Ashurst*

Date 14 October 2005

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

On behalf of ~~[company]~~ [mortgagee/chargee]<sup>†</sup>

Notes

† delete as appropriate

- 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

Company number

4785303

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

Addendum 1/4

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

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

In this form:

"Assigned Agreements" means the Development Agreements, the Transitional Services Agreement, the Hedging Agreements and the Insurances;

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

"Cash Collateral Accounts" means an account with the Security Agent (or any other lender) opened in the name of an Obligor which is designated by the Parent and the Facility Agent for the purpose of receiving payments of cash collateral under clause 8.3 of the Senior Credit Agreement (Cash Cover) and/or clause 9 of the Senior Credit Agreement (Prepayment and Cancellation) and, following the security grant date, over which the Security Agent (and/or relevant Lender) has a first priority security interest under a Security Document (as such term is defined in the Senior Credit Agreement);

"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession;

"Charging Companies" means the Parent, each of the companies listed in schedule 1 (Charging Companies) to the Debenture and each company (of which the New Charging Company is one) which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (as such term is more particularly defined in the Debenture);

"Collection Accounts" means the accounts of the Charging Companies set out in schedule 5 to the Debenture and/or such other accounts as the New Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify;

"Debenture" means the debenture dated 6 July 2005 between, amongst others, the Parent, the Charging Companies named therein and the Security Agent;

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 24.18 (Acceleration) of the Senior Credit Agreement;

"Development Agreements" means any development agreement between any member of the Opco Group (as such term is defined in the Senior Credit Agreement) and any Propco Group Company (as such term is defined in the Senior Credit Agreement) in relation to the development and/or extension of a Propco Group Property (as such term is defined in the Senior Credit Agreement) entered into on or after 6 July 2005;

"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);

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

"Facility Agent" means The Royal Bank of Scotland plc;

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

"Finance Documents" means the Senior Credit Agreement, each Security Document, the Intercreditor Document, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letters (as all such terms are more particularly defined in the Senior Credit Agreement) and any other document designated as a Finance Document by the Parent and the Facility Agent on or after 6 July 2005;

"Floating Charge Asset" means an asset charged under clause 2.4 (Floating Charge) of the Deed of Assignment;

"Hedging Agreements" has the meaning given to it in the Debenture;

"Intellectual Property Rights" means all patents and patent applications, trade and service mark applications (and all goodwill associated with any such registrations and applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all inventions, all trade secrets, all know-how and all other intellectual property rights throughout the world;

"Investments" 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 New Charging Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares);

"Insurances" means all policies of insurance and all proceeds of them either as at 5 October 2005 or in the future held by, or written in favour of, the New Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance and any insurance maintained by the New Charging Company where a landlord is a co-insured;

"Obligors" means Obligors as defined in the Senior Credit Agreement;

"Parent" means Partnerships In Care Holdings Limited (CRN: 5403366);

"Secured Parties" means the Senior Finance Parties;

"Security Interest" 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;

"Senior Credit Agreement" means the credit agreement dated 6 July 2005 under which certain lenders have made available £60,000,000 of facilities to the Borrowers (as such term is more particularly defined therein);

"Senior Finance Parties" means the Finance Parties as defined in the Senior Credit Agreement;

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985;

"Subsidiary Shares" means all shares owned by the New Charging Company in its Subsidiaries including those (if any) listed in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto;

"Transitional Services Agreement" means the transitional services agreement in the agreed form dated 5 April 2005 between, amongst others, the Vendor as service provider and the Original Borrower as service recipient (as both such terms are defined therein).

Company number

4785303

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

## Addendum 4/4

## 4. Short particulars of all the property mortgaged or charged (continued)

## (b) by way of first fixed charge:

(i) all other interests (not charged under clause 2.3(a) of the Deed of Accession, as set out in clause 2.1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

(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 Book Debts;

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims;

(vi) all monies standing to the credit of its accounts (including the Cash Collateral Accounts, and the Collection Accounts) with any bank, financial institution or other person;

(vii) all its Intellectual Property Rights;

(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;

(ix) its goodwill and uncalled capital;

(x) if not effectively assigned by clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below, all its rights and interests in (and claims under) the Assigned Agreements.

## 2.2 Floating Charge

As further continuing security for the payment of the Indebtedness, the New Charging Company charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) of the Deed of Accession, as set out in clause 2.1 above or assigned under clause 2.5 (Security Assignment) of the Deed of Accession, as set out in clause 2.3 below, including heritable property and all other assets in Scotland.

## 2.3 Security Assignment

As further continuing security for the payment of the Indebtedness, the New Charging Company assigned absolutely to the Security Agent all its rights, title and interest in the Assigned Agreements identified in schedule 3 to the Deed of Accession, as set out in schedule 2 hereto, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company re-assign the Assigned Agreements to the New Charging Company (or as it shall direct).

## 2.4 Conversion of Floating Charge

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,

Company number

4785303

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

the Security Agent may, by notice to the New Charging Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets that are the subject of such enforcement. The New Charging Company shall promptly execute a legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the New Charging Company than the Deed of Accession.

## 2.5 Automatic Conversion of Floating Charge

If the New Charging Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement 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 Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

## 3. FURTHER ASSURANCE

### 3.1 General

(a) The New Charging Company will, at its own expense, promptly following reasonable request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:

- (i) to perfect and/or protect the security created (or intended to be created) by the Deed of Accession;
- (ii) to facilitate the realisation or enforcement of such security;
- (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Deed of Accession; and/or
- (iv) to confer on the Security Agent security over any assets of the New Charging Company (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Deed of Accession,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the New Charging Company under this clause 5.1 of the Debenture will contain clauses corresponding to and no more onerous than the provisions set out in the Deed of Accession.

## 4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The New Charging Company may not:

- (a) create or agree to create or permit to subsist any Security Interest 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 Credit Agreement or with the prior consent of the Security Agent not to be unreasonably withheld.



Company number

4785303

Name of company

\* insert full name  
of company

\* OAKTREE CARE GROUP LIMITED (the "New Charging Company")

## SCHEDULES

### Schedule 1

Details of Freehold and Leasehold Property

Intentionally left blank

### Schedule 2

Details of Subsidiary Shares

Intentionally left blank

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04785303

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED DATED THE 5th OCTOBER 2005 AND CREATED BY OAKTREE CARE GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING 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 XII OF THE COMPANIES ACT 1985 ON THE 15th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th OCTOBER 2005.

*P Jones*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES