

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

00400107

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

For official use

Company number

[2]

4813092

Name of company

* Care Principles Group Limited (the "Company")

Date of creation of the charge

9 October 2007

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

A debenture dated 9 October 2007 (the "Debenture") granted by the Company in favour of Barclays Bank PLC as security trustee for the Secured Parties (the "Security Trustee")

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 each Obligor and each grantor of a security interest to the Secured Parties (or any of them) under each or any of the Finance Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or securing any such liabilities ("Secured Obligations")

Please refer to Schedule 1 (Defined Terms), which sets out a list of defined terms.

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

Barclays Bank PLC
5 The North Colonnade, Canary Wharf,
London

Postcode E14 4BB

Presentor's name address and
reference (if any)

Clifford Chance LLP
~~10 Upper Bank Street~~
~~London~~
~~E14 5BB~~

CH LONDON COUNTER

Time critical reference

VLP/70-40305541/AM

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



LD4 LY17PU1B*

23/10/2007

18

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please refer to Schedule 1, which sets out short particulars of all the property mortgaged or charged

Please do not write in this margin

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

01
05

Particulars as to commission allowance or discount (note 3)

Nil

Signed Clifford Chance LLP

Date 22 October 2007

On behalf of [company] [mortgagee/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**

**Schedule 1 to Form 395 relating to a Debenture dated 9 October 2007
granted by Care Principles Group Limited (registered in England & Wales number
4813092)**

1 SECURITY

1 1 Mortgage

Under the Debenture the Company charged with full title guarantee in favour of the Security Trustee (as trustee for the Secured Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the Mortgaged Property

1 2 Assignment by way of Security

The Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 1 (*Mortgage*) and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same, as security for the payment and discharge of the Secured Obligations, all of its right, title and interest from time to time in and to each of the following assets

1 2 1 any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting the Company in respect of the Real Property,

1 2 2 all sums paid or payable and any other consideration given in money or money's worth for the disposal of an interest in all or part of any Real Property and the right to make demand for and receive the same, and

1 2 3 any Insurance Policies and all proceeds paid or payable thereunder

1 3 Fixed charges

The Company charged with full title guarantee in favour of the Security Trustee (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 1 (*Mortgage*) or assigned pursuant to Clause 1 2 (*Assignment by way of Security*)) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to each of the following assets

1 3 1 the Real Property and all Related Rights,

1 3 2 each of its present and future accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby,

1 3 3 each of its present and future interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,

- 1 3 4 book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,
- 1 3 5 patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,
- 1 3 6 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,
- 1 3 7 goodwill and rights and claims in relation to its uncalled-share capital,
- 1 3 8 rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered (where appropriate),
- 1 3 9 Shares and Related Rights,
- 1 3 10 stocks, shares, debentures, securities and certificates of deposit, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of the Company and all Related Rights, and
- 1 3 11 each of the assets which are specified in Clause 1 2 (*Assignment by way of Security*)
- 1 4 **Floating charge**
- 1 4 1 The Company with full title guarantee charges in favour of the Security Trustee (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first floating charge all present and future assets and undertaking of the Company
- 1 4 2 The floating charge created by paragraph 4 1(a) of the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee (as trustee for the Finance Parties) as security for the Secured Obligations
- 1 4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 4 1 (a) of the Debenture
- 1 5 **Real Property**
- A reference in Clause 1 (*Security*) to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

2 DEFINED TERMS

2 1 In this Form 395 the following terms have the following meanings

"**Accession Letter**" means a document substantially in the form set out in Schedule 7 (*Form of Accession Letter*) of the Facility Agreement

"**Additional Borrower**" means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement

"**Additional Guarantor**" means a company which becomes a Guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement

"**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 Barclays Bank PLC.

"**Arranger**" means Barclays Capital

"**Borrower**" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement

"**Capex Facility**" means the revolving credit facility made available under the Facility Agreement as described in sub-paragraph (b) of Clause 2 1 (*The Facilities*) of the Facility Agreement.

"**Charged Assets**" means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of Security Trustee by or pursuant to the Debenture and any Legal Charge.

"**Chargors**" means Care Principles Topco Limited, Care Principles Group Limited, Care Principles Holdings Limited, Care Principles Limited, Care Principles Development Limited, and Erminecare Limited

"**Commitment Letter**" means the commitment letter between, among others, Barclays Capital and the Parent dated on or around the date of the Facility Agreement

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) of the Facility Agreement

"**Facility**" means Facility A, the Capex Facility or the Revolving Facility

"**Facility A**" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(i) of Clause 2 1 (*The Facilities*) of the Facility Agreement

"**Facility Agreement**" means the bridge facilities agreement dated 30 July 2007 made between the Parent, the Original Borrowers, the Original Guarantors, the Arranger, the

Original Lenders and the Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time.

"Fee Letter" means

- (a) any letter or letters on or about the date of the Facility Agreement between the Arranger, the Company and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in Clause 15.5 (*Fees payable in respect of Letters of Credit*) of the Facility Agreement or under any other Finance Document

"Finance Document" means the Debenture, any Accession Letter, any Compliance Certificate, any Fee Letter, the Commitment Letter, the Syndication Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Parent

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, the Account Bank or a Hedge Counterparty.

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 29 (*Changes to the Obligors*) of the Facility Agreement

"Hedge Counterparty" means the Arranger or an Affiliate of the Arranger (or a person that was the Arranger or an Affiliate of the Arranger at the time of this Agreement or the time that the Hedging Agreement was entered into) which is a party to or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities in accordance with Clause 25.31 (*Hedging Arrangements*) of the Facility Agreement

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

"Insurance Policies" means each insurance policy required to be maintained by a Chargor in accordance with Clause 25.24 (*Insurance*) of the Facility Agreement

"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between (among others) the Parent, the Company and Barclays Bank PLC as Security Trustee

"Issuing Bank" means each Lender identified above as an Issuing Bank and any other Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Facility Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to, whether acting individually or together, as the "Issuing Bank") provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Facility Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit

"Legal Charge" means a mortgage or legal charge in respect of all or any part of the Real Property between a Chargor and the Security Trustee substantially in the form of Schedule 5 (*Form of Legal Charge*) of the Debenture

"Lender" means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Letter of Credit" means.

- (a) a letter of credit, substantially in the form set out in Schedule 12 (*Form of Letter of Credit*) of the Facility Agreement or in any other form requested by the Parent and agreed by the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank

"Mortgaged Property" means the freehold and leasehold property specified in the Schedule to each Legal Charge and any freehold or leasehold property specified in Schedule 2 (*Mortgaged Property*) of the Debenture

"Obligor" means a Borrower or a Guarantor

"Original Borrower" means CP Holdco3 Limited

"Original Guarantor" means CP BidCo Limited, CP Holdco2 Limited, CP Holdco3 Limited, CP Holdco4 Limited, and CP Holdco5 Limited

"Original Lender" means Barclays Bank PLC

"Parent" means CP Holdco2 Limited, a limited liability company incorporated under the laws of the Cayman Islands (registration number 191811)

"Party" means a party to the Facility Agreement

"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property in which any Chargor has an interest and a reference to a mortgage, assignment or charge of any freehold or leasehold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights

"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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any moneys and proceeds paid or payable in respect of that asset

"Resignation Letter" means a letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) of the Facility Agreement.

"Revolving Facility" means the revolving credit facility made available under the Facility Agreement as described in paragraph (c) of Clause 2.1 (*The Facilities*) of the Facility Agreement

"Secured Parties" means each Finance Party

"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

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) of the Facility Agreement given in accordance with Clause 13 (*Interest Periods*) of the Facility Agreement in relation to Facility A

"Share" means any share listed in Schedule 3 (*Shares*) of the Debenture

"Subsidiary" means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"Syndication Letter" means the letter dated on or about the date of the Facility Agreement between, amongst others, the Company and the Arranger

"Transaction Security Documents" means each of the following documents:

- (a) the Debenture entered into by CP Holdco2 Limited, CP HoldCo3 Limited, CP HoldCo4 Limited, CP HoldCo5 Limited and CP BidCo Limited in favour of Barclays Bank PLC dated 30 July 2007,
- (b) the share charge granted by CPHoldCo2 Limited over its shares in CP HoldCo3 dated 30 July 2007,
- (c) the share charge granted by CPHoldCo3 Limited over its shares in CP HoldCo4 dated 30 July 2007,
- (d) the share charge granted by CPHoldCo4 Limited over its shares in the Company dated 30 July 2007,
- (e) the share charge granted by the Company over its shares in CP BidCo Limited dated 30 July 2007,
- (f) the Debenture, and
- (g) each Legal Charge,

together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Utilisation Request" means a notice substantially in the relevant form set out in Part I of Schedule 3 (*Requests*) of the Facility Agreement

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

3 ADDITIONAL INFORMATION

The Debenture contains

- (a) restrictions on the ability of the Company to create or permit to subsist any Security on any part of the assets charged under the Debenture or dispose of or otherwise deal with any part of such assets, and
- (b) a covenant for further assurances

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 04813092

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 9th OCTOBER 2007 AND CREATED BY CARE PRINCIPLES GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR AND EACH GRANTOR OF A SECURITY INTEREST TO THE SECURED PARTIES (OR ANY OF THEM) 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 23rd OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th OCTOBER 2007.

L Cengels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES