

**Declaration of satisfaction
in full or in part
of mortgage or charge****403a**Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use Company number



5406092

Name of company

* Partnerships in Care Property 2 Limited (the *Company*)* Insert full name
of company

I, Rebecca Gibson

of Flat 5, 42 Blenheim Crescent, London, W11 1NY

† Delete as
appropriate

[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~]† of the above company,
do solemnly and sincerely declare that the debt for which the charge described below was given
has been paid or satisfied in [full][part]† ✓

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.Date and Description of charge ‡ Debenture dated 5 April 2005 (the *Debenture*)

Date of Registration § 14 April 2005 ✓

Name and address of [chargee] [~~trustee for the debenture holders~~]

Please refer to Schedule 1 attached hereto.

§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ¶

Please refer to Schedule 2 attached hereto.

¶ Insert brief
details of
property

And I make this solemn declaration conscientiously believing the same to be true and by virtue of
the provisions of the Statutory Declarations Act 1835.

Declared at WARWICK COURT,
PATERNOSTER SQUARE,
LONDON, EC4
Day Month Year

Declarant to sign below

on

2	7	0	7	2	0	0	5
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before me

EDWARD GARDINER

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

A Commissioner for Oaths
10 Philpot Lane,
London EC3M 8BR
England
(Edward Gardiner)

Presentor's name, address and
reference (if any):
FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

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For official use 10/03

Mortgage section

Post room

A26
COMPANIES HOUSE0711
29/07/05

SCHEDULE 1

Name and address of chargee

The Royal Bank of Scotland plc, London as Security Trustee for itself and the other Secured Parties (as defined in Schedule 3)

135 Bishopsgate
London
EC2M 3UR

SCHEDULE 2

Short particulars of property charged

The Company charged:

1. by way of first legal mortgage:

(i) all freehold and leasehold property (including the property specified in schedule 2 to the Debenture) together with all buildings and fixtures (including trade fixtures) on that property; and

2. by way of first fixed charge:

(i) all other interests (not charged under 3.1(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) owned by the Company on that property, all proceeds of sale derived therefrom and the benefit of all warranties and 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 (as each term is defined in Schedule 3);

(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 (as defined in Schedule 3) 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) (as each term is defined in Schedule 3) with any bank, financial institution or other person and all rights related to those accounts;

(vii) all its Intellectual Property Rights (as defined in the Debenture);

(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 3.3 (Security Assignment) of the Debenture, all its rights and interests in (and claims under) the Assigned Agreements (as defined in Schedule 3).

3. Floating Charge

The Company charged by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed Charges) of the Debenture or assigned under clause 3.3 (Security Assignment) of the Debenture, including heritable property and all other assets in Scotland.

4. Security Assignment

The Company assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness (as defined in Schedule 3) the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

SCHEDULE 3

Definitions

"Assigned Agreements" means the Acquisition Documents (as defined in the Senior Credit 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 the Cash Collateral Accounts as defined in the Senior Credit Agreement;

"Charging Companies" means Newco 1 (as defined in the Debenture), each of the companies listed in schedule 1 to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed (as 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 relevant Charging Company and the Security Agent shall agree or (following the occurrence of a Declared Default (as defined in the Debenture)) as the Security Agent shall specify;

"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);

"Hedging Agreements" means the Hedging Agreements as defined in the Senior Credit Agreement;

"Indebtedness" means all money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document (as defined in the Senior Credit Agreement) 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;

"Insurances" means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a 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 a landlord where a Charging Company is a joint insured;

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

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

"Secured Parties" means the Senior Finance Parties;

"Senior Credit Agreement" means the credit agreement dated on or around the date of the Debenture under which certain lenders have made available £495,000,000 of facilities to the Borrowers (as defined in the Senior Credit Agreement);

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

"Subsidiary Shares" means all shares owned by a Charging Company in its Subsidiaries (as defined in the Senior Credit Agreement).